

Attachment III

August 7,
2019

Service Agreement No. 2433

CUI//CEII – REDACTED VERSION

~~Appendix 3 – STANDARD LARGE GENERATOR~~ CUI//CEII – REDACTED VERSION

Service Agreement No. 2433

TRANSMISSION FACILITY INTERCONNECTION AGREEMENT

~~(Applicable to Generating Facilities that exceed 20 MW)~~

by and between

Rochester Gas and Electric Corporation

And

New York Power Authority

Dated as of _____, 20____

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[Note: Other appendices may be added to reflect additional technical material and design, construction, operating and maintenance procedures and protocols that are unique to the Transmission Facility or to the Parties to this Agreement or both.]

TRANSMISSION FACILITY INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR TRANSMISSION FACILITY INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__, by and among _____, a [corporate description] organized and existing under the laws of the State/Commonwealth of _____ (“Developer” with a Large Generating Facility), the New York Independent System Operator, Inc., a not for profit between Rochester Gas and Electric Corporation a corporation organized and existing under the laws of the State of New York (“NYISO”), RG&E or the “Company”) and _____ New York Power Authority), a [corporate description] organized and existing under the laws municipal instrumentality of the State of New York (“NYPA” or “Connecting Transmission Owner”). ~~Developer, the NYISO, RG&E~~ or Connecting Transmission Owner each may be referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, the New York Independent System Operator, Inc. (“NYISO”) operates the New York State Transmission System and Connecting Transmission Owner owns certain facilities included in the New York State Transmission System; and

WHEREAS, ~~Developer~~ RG&E intends to own, lease and/or control and operate the Generating Transmission Facility identified ~~as a Large Generating Facility~~ in ~~Appendix~~ Appendices A and C to this Agreement; and,

WHEREAS, ~~Developer, NYISO, RG&E~~ and Connecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the ~~Large Generating~~ Transmission Facility with the New York State Transmission System; ;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1. DEFINITIONS

Whenever used in this Agreement with initial capitalization, the following terms shall have the meanings specified in this Article ~~1. 1.~~ 1. Terms used in this Agreement with initial capitalization that are not defined in this Article ~~1 1~~ shall have the meanings specified in ~~Section 1 of the ISO NYISO Open-Access Transmission Tariff (“OATT, Section 30.1 of Attachment X of the ISO OATT, Section 25.1.2 of Attachment S of the ISO OATT, the body of the LFIP or the body of this Agreement.”)~~ Section 1 of the ISO NYISO Open-Access Transmission Tariff (“OATT, Section 30.1 of Attachment X of the ISO OATT, Section 25.1.2 of Attachment S of the ISO OATT, the body of the LFIP or the body of this Agreement.”).

Affected System shall mean an electric system other than the transmission system owned, controlled or operated by ~~the~~ Connecting Transmission Owner that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

~~**Affected Transmission Owner** shall mean the New York public utility or authority (or its designated agent) other than the Connecting Transmission Owner that (i) owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under the Tariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York State Transmission System where System Deliverability Upgrades, System Upgrade Facilities, or Network Upgrade Facilities are or will be installed pursuant to Attachment P, Attachment X, Attachment Z, or Attachment S to the ISO OATT.~~

Affiliate shall mean, with respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust or unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term “control” shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

~~**Ancillary Services** shall mean those services that are necessary to support the transmission of Capacity and Energy from resources to Loads while maintaining reliable operation of the New York State Transmission System in accordance with Good Utility Practice.~~

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including but not limited to Environmental Law.

Applicable Reliability Councils shall mean the NERC, the NPCC and the NYSRC.

Applicable Reliability Standards shall mean the requirements and guidelines of the Applicable Reliability Councils, and the Transmission District to which the ~~Developer's~~ **Large Generating Transmission** Facility is directly interconnected, as those requirements and guidelines are amended and modified and in effect from time to time; provided that no Party shall waive its right to challenge the applicability or validity of any requirement or guideline as applied to it in the context of this Agreement.

Attachment Facilities shall mean the Connecting Transmission ~~Owner's~~ **Owner** Attachment Facilities and ~~the Developer's~~ **RG&E** Attachment Facilities. Collectively, Attachment Facilities include all facilities and equipment between the ~~Large Generating Transmission~~ Facility and the Point of Interconnection, including any ~~modification~~ **modifications**, additions, or upgrades that are necessary to physically and electrically interconnect the ~~Large Generating Transmission~~ Facility to the New York State Transmission System. Attachment Facilities are sole use facilities and shall not include Stand Alone **System Network** Upgrade Facilities, Distribution Upgrades, ~~System Network~~ Upgrade Facilities ~~or System Deliverability Upgrades~~.

~~Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by NYISO, Connecting Transmission Owner or Developer; described in Section 30.2.3 of the Standard Large Facility Interconnection Procedures.~~

Breach shall mean the failure of a Party to perform or observe any material term or condition of this Agreement.

Breaching Party shall mean a Party that is in Breach of this Agreement.

Business Day shall mean Monday through Friday, excluding federal holidays.

~~Byway shall mean all transmission facilities comprising the New York State Transmission System that are neither Highways nor Other Interfaces. All transmission facilities in Zone J and Zone K are Byways.~~

Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.

~~Capacity Region shall mean one of four subsets of the Installed Capacity statewide markets comprised of (1) Rest of State (i.e., Load Zones A through F); (2) Lower Hudson Valley (i.e., Load Zones G, H and I); (3) New York City (i.e., Load Zone J); and (4) Long Island (i.e., Load Zone K), except for Class Year Interconnection Facility Studies conducted prior to Class Year 2012, for which “Capacity Region” shall be defined as set forth in Section 25.7.3 of Attachment S to the ISO OATT.~~

~~Capacity Resource Interconnection Service (“CRIS”) shall mean the service provided by NYISO to Developers that satisfy the NYISO Deliverability Interconnection Standard or that are otherwise eligible to receive CRIS in accordance with Attachment S to the ISO OATT; such service being one of the eligibility requirements for participation as a NYISO Installed Capacity Supplier.~~

~~Class Year Deliverability Study shall mean an assessment, conducted by the NYISO staff in cooperation with Market Participants, to determine whether System Deliverability Upgrades are required for Class Year CRIS Projects under the NYISO Deliverability Interconnection Standard.~~

Commercial Operation shall mean the status of a ~~Large Generating~~the Transmission Facility that has commenced ~~generating~~transmitting electricity ~~for sale~~, excluding electricity ~~generated~~transmitted during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the ~~Large Generating~~Transmission Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this Agreement.

Confidential Information shall mean any information that is defined as confidential by Article ~~22~~ 22 of this Agreement.

Connecting Transmission Owner shall ~~mean~~have the ~~New York public utility or authority (or its designated agent) that (i) owns facilities used for~~ meaning set forth in the transmissionintroductory paragraph of ~~Energy in interstate commerce~~this Agreement, and

~~provides Transmission Service under the Tariff, (ii) such entity owns, leases or otherwise possesses an interest in the portion of the New York State Transmission System or Distribution System at the Point of Interconnection, and (iii) is a Party to this Agreement.~~

Connecting Transmission Owner's Owner Attachment Facilities shall mean all facilities and equipment owned, controlled or operated by ~~the~~ Connecting Transmission Owner from the ~~Point~~Points of Change of Ownership to the ~~Point~~Points of Interconnection as identified in Appendix A to ~~the Standard Large Generator Interconnection~~this Agreement, including any modifications, additions or upgrades to such facilities and equipment. ~~Connecting Transmission Owner's Attachment Facilities are sole use facilities and shall not include Stand Alone System Upgrade Facilities, System Upgrade Facilities, or System Deliverability Upgrades from time to time necessary to physically and electrically interconnect the Transmission Facility to the New York State Transmission System.~~

Control Area shall mean an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to: (1) match, at all times, the power output of the ~~Generators~~generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the Load within the electric power system(s); (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice; (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (4) provide sufficient generating capacity to maintain Operating Reserves in accordance with Good Utility Practice. A Control Area must be certified by the NPCC.

Default shall mean the failure of a Party in Breach of this Agreement to cure such Breach in accordance with Article ~~17~~ 17 of this Agreement.

Developer

Dispute Resolution shall mean ~~an Eligible Customer developing a Large Generating Facility, proposing to connect to the New York State Transmission System, procedure described in compliance with the NYISO Minimum Interconnection Standard.~~

~~Developer's Attachment Facilities~~ shall mean all facilities and equipment, as identified in ~~Appendix A~~Article 27 of this Agreement, ~~that are located for resolution of a dispute between the Large Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Large Generating Facility to the New York State Transmission System.~~ ~~Developer's Attachment Facilities are sole use facilities.~~Parties.

~~Distribution System~~ shall mean the ~~Connecting Transmission Owner's facilities and equipment used to distribute electricity that are subject to FERC jurisdiction, and are subject to the NYISO's Large Facility Interconnection Procedures in Attachment X to the ISO OATT or Small Generator Interconnection Procedures in Attachment Z to the ISO OATT under FERC Order Nos. 2003 and/or 2006. The term Distribution System shall not include LIPA's distribution facilities.~~

~~**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Connecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of a Large Facility or Small Generating Facility and render the transmission service necessary to affect the Developer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Attachment Facilities, System Upgrade Facilities, or System Deliverability Upgrades. Distribution Upgrades are sole use facilities and shall not include Stand Alone System Upgrade Facilities, System Upgrade Facilities, or System Deliverability Upgrades.~~

Effective Date shall mean the date on which this Agreement becomes effective upon execution by the Parties, subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency State shall mean the condition or state that the New York State ~~Power~~Transmission System is in when an abnormal condition occurs that requires automatic or immediate manual action to prevent or limit loss of the New York State Transmission System or ~~Generators~~generators that could adversely affect the reliability of the New York State ~~Power~~Transmission System.

~~**Energy Resource Interconnection Service ("ERIS")** shall mean the service provided by NYISO to interconnect the Developer's Large Generating Facility to the New York State Transmission System or to the Distribution System in accordance with the NYISO Minimum Interconnection Standard, to enable the New York State Transmission System to receive Energy and Ancillary Services from the Large Generating Facility, pursuant to the terms of the ISO OATT.~~

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Connecting Transmission Owner to begin engineering and procurement of long lead time items necessary for the establishment of the interconnection.

Environmental Law shall mean Applicable Laws ~~and~~or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act or FPA shall mean the Federal Power Act, as amended, 16 U.S.C. - §§ 791a et seq. (~~"FPA"~~).

FERC or Commission shall mean the Federal Energy Regulatory Commission (~~"Commission"~~) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

~~**Generating Facility** shall mean Developer's device for the production of electricity identified in the Interconnection Request, but shall not include the Developer's Attachment Facilities or Distribution Upgrades.~~

~~**Generating Facility Capacity** shall mean the net seasonal capacity of the Generating Facility and the aggregate net seasonal capacity of the Generating Facility where it includes multiple energy production devices.~~

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric 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 delineate acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over any of the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include ~~Developer, NYISO, Affected Transmission Owner~~ RG&E, Connecting Transmission Owner, NYISO or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

~~**Highway** shall mean 115 kV and higher transmission facilities that comprise the following NYCA interfaces: Dysinger East, West Central, Volney East, Moses South, Central East/Total East, and UPNY-ConEd, and their immediately connected, in series, bulk power system facilities in New York State. Each interface shall be evaluated to determine additional "in series" facilities, defined as any transmission facility higher than 115 kV that (a) is located in an upstream or downstream zone adjacent to the interface and (b) has a power transfer distribution factor (DFAX) equal to or greater than five percent when the aggregate of generation in zones or systems adjacent to the upstream zone or zones that define the interface is shifted to the aggregate of generation in zones or systems adjacent to the downstream zone or zones that define the interface. In determining "in series" facilities for Dysinger East and West Central interfaces, the 115 kV and 230 kV tie lines between NYCA and PJM located in LBMP Zones A and B shall not participate in the transfer. Highway transmission facilities are listed in ISO Procedures.~~

Initial ~~Synchronization~~Energization Date shall mean the date upon which the ~~Large Generating~~Transmission Facility is initially ~~synchronized and upon which Trial Operation begins~~.

~~In-Service Date~~ shall mean the date upon which the Developer reasonably expects it will be ready to begin use of the ~~Connecting Transmission Owner's Attachment Facilities to obtain back feed power~~.

~~Interconnection Facilities Study~~ shall mean a study conducted by NYISO or a third party consultant for the Developer to determine a list of facilities (including ~~Connecting Transmission Owner's Attachment Facilities, Distribution Upgrades, System Upgrade Facilities and System Deliverability Upgrades as identified in the Interconnection System Reliability Impact Study~~), the cost of those facilities, and the time required to interconnect the ~~Large Generating Facility~~interconnected and energized with the New York State Transmission System or with the Distribution System. The scope of the study is defined in Section 30.8 of the Standard Large Facility Interconnection Proceduresand upon which Trial Operation begins.

~~Interconnection Facilities Study Agreement~~ shall mean the form of agreement contained in Appendix 2 of the Standard Large Facility Interconnection Procedures for conducting the ~~Interconnection Facilities Study~~.

~~Interconnection Request~~ shall mean a Developer's request, in the form of Appendix 1 to the Standard Large Facility Interconnection Procedures, in accordance with the Tariff, to interconnect a new ~~Large Generating Facility to the New York State Transmission System or to the Distribution System, or to materially increase the capacity of, or make a material modification to the operating characteristics of, an existing Large Generating Facility that is interconnected with the New York State Transmission System or with the Distribution System~~.

~~Interconnection Study~~ shall mean any of the following studies: the ~~Optional Interconnection Feasibility Study, the Interconnection System Reliability Impact Study, and the Interconnection Facilities Study described in the Standard Large Facility Interconnection Procedures~~.

~~Interconnection System Reliability Impact Study ("SRIS")~~ shall mean an engineering study, conducted in accordance with Section 30.7 of the Standard Large Facility Interconnection Procedures, that evaluates the impact of the proposed ~~Large Generating Facility on the safety and reliability of the New York State Transmission System and, if applicable, an Affected System, to determine what Attachment Facilities, Distribution Upgrades and System Upgrade Facilities are needed for the proposed Large Generating Facility of the Developer to connect reliably to the New York State Transmission System or to the Distribution System in a manner that meets the NYISO Minimum Interconnection Standard in Attachment X to the ISO OATT~~.

IRS shall mean the Internal Revenue Service.

~~Large Generating Facility~~ shall mean a ~~Generating Facility having a Generating Facility Capacity of more than 20 MW~~.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other

obligations by or to third parties, arising out of or resulting from the Indemnified Party's performance or non-performance of its obligations under this Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

~~**Material Modification** shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.~~

~~**Metering Equipment** shall mean all metering equipment installed or to be installed at the Large Generating Facility pursuant to this Agreement at the metering points~~Point of Interconnection, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

~~**NERC** shall mean the North American Electric Reliability Council~~Corporation or its successor organization.

~~**New York State Transmission System** shall mean the entire New York State electric transmission system, which includes:~~ (i) the ~~Transmission Facilities Under ISO~~transmission facilities under NYISO Operational Control; (ii) the ~~Transmission Facilities Requiring ISO~~transmission facilities requiring NYISO Notification; and (iii) all remaining transmission facilities within the New York Control Area.

Network Upgrade Facilities shall mean the least costly configuration of commercially available components of electrical equipment that can be used, consistent with good utility practice and Applicable Reliability Requirements, to make the modifications or additions to the New York State Transmission System that are required for the proposed Transmission Project to connect reliably to the system in a manner that meets the NYISO Transmission Interconnection Standard. (Transmission Interconnection Procedures in Attachment P)

~~**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with this Agreement or its performance.~~

~~**NPCC** shall mean the Northeast Power Coordinating Council or its successor organization.~~

~~**NYISO Deliverability Interconnection Standard**—The standard that must be met, unless otherwise provided for by Attachment S to the ISO OATT, by (i) any generation facility larger than 2MW in order for that facility to obtain CRIS; (ii) any Class Year Transmission Project; (iii) any entity requesting External CRIS Rights, and (iv) any entity requesting a CRIS transfer pursuant to Section 25.9.5 of Attachment S to the ISO OATT. To meet the NYISO Deliverability Interconnection Standard, the Interconnection Customer must, in accordance with the rules in Attachment S to the ISO OATT, fund or commit to fund any System Deliverability Upgrades identified for its project in the Class Year Deliverability Study.~~

~~**NYISO Minimum Interconnection Standard**—The reliability standard that must be met by any generation facility or Class Year Transmission Project that is subject to NYISO's Large Facility Interconnection Procedures in Attachment X to the ISO OATT or the NYISO's Small Generator Interconnection Procedures in Attachment Z, that is proposing to connect to the New York State Transmission System or Distribution System, to obtain ERIS. The Minimum~~

~~Interconnection Standard is designed to ensure reliable access by the proposed project to the New York State Transmission System or to the Distribution System. The Minimum Interconnection Standard does not impose any deliverability test or deliverability requirement on the proposed interconnection.~~

NYSRC shall mean the New York State Reliability Council or its successor organization.

~~Other Interfaces shall mean the following interfaces into Capacity Regions: Lower Hudson Valley [i.e., Rest of State (Load Zones A-F) to Lower Hudson Valley (Load Zones G, H and I)]; New York City [i.e., Lower Hudson Valley (Load Zones G, H and I) to New York City (Load Zone J)]; and Long Island [i.e., Lower Hudson Valley (Load Zones G, H and I) to Long Island (Load Zone K)], and the following Interfaces between the NYCA and adjacent Control Areas: PJM to NYISO, ISO-NE to NYISO, Hydro-Quebec to NYISO, and Norwalk Harbor (Connecticut) to Northport (Long Island) Cable.~~

Party or Parties shall mean NYISO, Connecting Transmission Owner, or ~~Developer~~RG&E, or any combination of the above.

Point of Change ~~of~~in Ownership shall mean the point, as set forth in Appendix A to this Agreement, where the ~~Developer's~~RG&E Attachment Facilities connect to the Connecting Transmission ~~Owner's~~Owner Attachment Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this Agreement, where the Attachment Facilities connect to the New York State Transmission System ~~or to the Distribution System.~~

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

~~Retired: A Generator that has permanently ceased operating on or after May 1, 2015 either: i) pursuant to applicable notice; or ii) as a result of the expiration of its Mothball Outage or its ICAP Ineligible Forced Outage.~~

Services Tariff shall mean the NYISO Market Administration and Control Area Tariff, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff thereto.

Stand Alone ~~System~~Network Upgrade Facilities shall mean ~~System~~Network Upgrade Facilities that ~~a Developer~~RG&E may construct without affecting day-to-day operations of the New York State Transmission System during their construction. NYISO, ~~the~~ Connecting Transmission Owner and ~~the Developer~~RG&E must agree as to what constitutes Stand Alone ~~System~~Network Upgrade Facilities and identify them in Appendix A to this Agreement.

~~Standard Large Facility Interconnection Procedures (“Large Facility Interconnection Procedures” or “LFIP”)~~ shall mean the interconnection procedures applicable to an

~~Interconnection Request pertaining to a Large Generating Facility that are included in Attachment X of the ISO OATT.~~

~~**Standard Large Generator Interconnection Agreement (“LGIA”)** shall mean this Agreement, which is the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in Appendix 6 to Attachment X of the ISO OATT.~~

~~**System Deliverability Upgrades** shall mean the least costly configuration of commercially available components of electrical equipment that can be used, consistent with Good Utility Practice and Applicable Reliability Requirements, to make the modifications or additions to Byways and Highways and Other Interfaces on the existing New York State Transmission System and Distribution System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Deliverability Interconnection Standard at the requested level of Capacity Resource Interconnection Service.~~

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to (1) protect the New York State Transmission System from faults or other electrical disturbances occurring at the ~~Large Generating~~[Transmission Facility](#) and (2) protect the ~~Large Generating~~[Transmission Facility](#) from faults or other electrical system disturbances occurring on the New York State Transmission System or on other delivery systems or other generating systems to which the New York State Transmission System is directly connected.

~~**System Upgrade Facilities** shall mean the least costly configuration of commercially available components of electrical equipment that can be used, consistent with Good Utility Practice and Applicable Reliability Requirements, to make the modifications to the existing transmission system that are required to maintain system reliability due to: (i) changes in the system, including such changes as load growth and changes in load pattern, to be addressed in the form of generic generation or transmission projects; and (ii) proposed interconnections. In the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Minimum Interconnection Standard.~~

Tariff shall mean the NYISO Open Access Transmission Tariff (“OATT”), as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

[**RG&E Attachment Facilities or RAF** shall mean all facilities and equipment owned, controlled or operated by RG&E, as identified in Appendix A of this Agreement, that are located between the Transmission Facility and the Points of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Transmission Facility to the New York State Transmission System.](#)

[**Transmission Facility** shall have the meaning set forth in Appendix A hereto.](#)

Trial Operation shall mean the period during which ~~Developer~~RG&E is engaged in on-site test operations and commissioning of the ~~Large Generating~~Transmission Facility prior to Commercial Operation.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date.

This Agreement shall become effective upon execution by the Parties, subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC. The ~~NYISO and~~ Connecting Transmission Owner and RG&E shall promptly file this Agreement with FERC upon execution in accordance with Article ~~3.1.~~ 3.1.

2.2 Term of Agreement.

Subject to the provisions of Article ~~2.3;~~ 2.3, this Agreement shall remain in effect for a period of ~~ten (10)~~ twenty (20) years from the Effective Date ~~or such other longer period as the Developer may request (Term to be Specified in Individual Agreements)~~ and shall be automatically renewed for each successive ~~one~~ five-year period thereafter.

2.3 Termination.

2.3.1 —Written Notice.

~~This~~ Prior to the Commercial Operation Date, this Agreement may be terminated by ~~the Developer~~RG&E after giving the ~~NYISO and~~ Connecting Transmission Owner ninety (90) Calendar Days advance written notice; or by Connecting Transmission Owner to the extent permitted by FERC. ~~After the NYISO and~~ Commercial Operation Date, this Agreement may be terminated by RG&E or Connecting Transmission Owner notifying FERC after the ~~Large Generating~~Transmission Facility ~~is Retired~~ permanently ceases Commercial Operation.

2.3.2 —Default.

~~Any~~ Either Party may terminate this Agreement in accordance with Article ~~17.~~ 17.

2.3.3 —Compliance.

Notwithstanding Articles ~~2.3.1 and 2.3.2;~~ 2.3.1 and 2.3.2, no termination of this Agreement shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this Agreement, which notice has been accepted for filing by FERC.

2.4 Termination Costs.

If a Party elects to terminate this Agreement pursuant to Article ~~2.3.1~~ 2.3.1 above, the terminating Party shall pay all costs incurred (including any cancellation costs relating to orders

or contracts for Attachment Facilities and equipment) or charges assessed by the other Parties, as of the date of the other Parties' receipt of such notice of termination, that are the responsibility of the terminating Party under this Agreement. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this Agreement, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities that have not yet been constructed or installed, ~~the~~ Connecting Transmission Owner shall to the extent possible and with ~~Developer's~~Developer'sRG&E's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event ~~Developer~~DeveloperRG&E elects not to authorize such cancellation, ~~Developer~~DeveloperRG&E shall assume all payment obligations with respect to such materials, equipment, and contracts, and ~~the~~ Connecting Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to ~~Developer~~DeveloperRG&E as soon as practicable, at ~~Developer's~~Developer'sRG&E's expense. To the extent that ~~Developer~~DeveloperRG&E has already paid Connecting Transmission Owner for any or all such costs of materials or equipment not taken by ~~Developer~~DeveloperRG&E, Connecting Transmission Owner shall promptly refund such amounts to ~~Developer~~DeveloperRG&E, less any costs, including penalties incurred by ~~the~~ Connecting Transmission Owner to cancel any pending orders of or to return such materials, equipment, or contracts.

If ~~Developer~~DeveloperRG&E terminates this Agreement, it shall be responsible for all costs incurred in association with ~~Developer's~~Developer'sRG&E's interconnection, including any cancellation costs relating to orders or contracts for Attachment Facilities and equipment, and other expenses including any SystemNetwork Upgrade Facilities ~~and System Deliverability Upgrades~~ for which ~~the~~ Connecting Transmission Owner has incurred expenses and has not been reimbursed by ~~the~~ ~~Developer~~DeveloperRG&E.

2.4.2 Connecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that ~~Developer~~DeveloperRG&E chooses not to accept delivery of, in which case Connecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Attachment Facilities, and any other facilities already installed or constructed pursuant to the terms of this Agreement, ~~Developer~~DeveloperRG&E shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities, where applicable.

2.5 Disconnection.

Upon termination of this Agreement, ~~Developer~~RG&E and Connecting Transmission Owner will take all appropriate steps to disconnect the ~~Developer's Large Generating Transmission~~ Facility from the New York State Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

2.6 Survival.

This Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder; including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit ~~Developer~~RG&E and Connecting Transmission Owner each to have access to the lands of the other pursuant to this Agreement or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

~~3.1 NYISO and Filing.~~

Connecting Transmission Owner ~~and~~ RG&E shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Any information related to studies for interconnection asserted by ~~Developer~~RG&E to contain Confidential Information shall be treated in accordance with ~~Article 22~~Article 22 of this Agreement and Attachment F to the ~~ISO~~NYISO OATT. ~~If the Developer has executed this Agreement, or any amendment thereto, the Developer shall reasonably cooperate with NYISO~~ RG&E and Connecting Transmission Owner ~~shall reasonably cooperate with one another~~ with respect to such filing and ~~to~~shall provide any information reasonably requested by ~~NYISO and Connecting Transmission Owner~~the other Party needed to comply with Applicable Laws and Regulations.

ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE

4.1 Provision of Service.

~~NYISO will provide Developer with interconnection service of the following type for the term of this Agreement.~~

~~1.1.1 Product.~~

~~NYISO will provide [] Interconnection Service to Developer at the Point of Interconnection.~~

~~1.1.2—Developer is responsible for ensuring that its actual Large Generating Facility output matches the scheduled delivery from the Large Generating Facility to the New York State Transmission System, consistent with the scheduling requirements of the NYISO’s FERC-approved market structure, including ramping into and out of such scheduled delivery, as measured at the Point of Interconnection, consistent with the scheduling requirements of the ISO OATT and any applicable FERC approved market structure.~~

Connecting Transmission Owner shall permit RG&E to interconnect its Transmission Facility to the New York Transmission System in accordance with the terms and conditions of this Agreement.

4.2 No Transmission Delivery Service.

The execution of this Agreement does not constitute a request for, nor agreement to provide, any Transmission Service under the ~~ISO~~NYISO OATT, and does not convey any right to deliver electricity to any specific customer or Point of Delivery. If ~~Developer~~RG&E wishes to obtain Transmission Service on the New York State Transmission System, then ~~Developer~~RG&E must request such Transmission Service in accordance with the provisions of the ~~ISO~~NYISO OATT.

4.3 No Other Services.

~~The execution of this Agreement does not constitute a request for, nor agreement to provide Energy, any Ancillary Services or Installed Capacity under the NYISO Market Administration and Control Area Services Tariff (“Services Tariff”). If Developer wishes to supply Energy, Installed Capacity or Ancillary Services, then Developer will make application to do so in accordance with the NYISO Services Tariff.~~

~~Interconnection Facilities Engineering, — Procurement, And~~ This Agreement does not in any way alter the Transmission Facility’s eligibility for Unforced Capacity Deliverability Rights to the extent such Unforced Capacity Deliverability Rights are requested by RG&E after execution of this Agreement.

ARTICLE 5. ATTACHMENT FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.45.1 Construction Dates/Description of Facilities.

~~1.2—Options.~~

~~Unless otherwise mutually agreed to by Developer~~RG&E and Connecting Transmission Owner, ~~Developer~~ shall mutually select the ~~In-Service Date, Initial Synchronization~~Energization Date, and the Commercial Operation Date, ~~and either Standard Option or Alternate Option set forth below~~ for completion of the Connecting Transmission ~~Owner’s~~Owner Attachment Facilities ~~and System, Network~~ Upgrade Facilities and ~~System Deliverability Upgrades~~ Stand Alone Network Upgrade Facilities, as set forth in Appendix A hereto, and such dates ~~and selected option~~ shall be set forth in Appendix B hereto.

~~1.2.1 — Standard Option.~~

5.1.1 Construction of Attachment Facilities and Network Upgrade Facilities.

The Connecting Transmission Owner shall design, procure, and construct the Connecting Transmission ~~Owner's~~Owner Attachment Facilities and ~~System, as permitted by Applicable Laws and Regulations, the Network~~ Upgrade Facilities ~~and System Deliverability Upgrades~~, using Reasonable Efforts to complete the Connecting Transmission ~~Owner's~~Owner Attachment Facilities and ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades~~ by the dates set forth in Appendix B hereto. The Connecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Connecting Transmission Owner reasonably expects that it will not be able to complete the Connecting Transmission ~~Owner's~~Owner Attachment Facilities and ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades~~ by the specified dates, ~~the~~ Connecting Transmission Owner shall promptly provide written notice to ~~the Developer and NYISO~~RG&E, and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

~~1.2.2 — Alternate Option.~~

~~If the dates designated by Developer are acceptable to Connecting Transmission Owner, the Connecting Transmission Owner shall so notify Developer and NYISO within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities by the designated dates. If Connecting Transmission Owner subsequently fails to complete Connecting Transmission Owner's Attachment Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete System Upgrade Facilities or System Deliverability Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Developer and Connecting Transmission Owner for such Trial Operation; or fails to complete the System Upgrade Facilities and System Deliverability Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B hereto; Connecting Transmission Owner shall pay Developer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Developer shall be extended day for day for each day that NYISO refuses to grant clearances to install equipment.~~

~~1.2.3 — Option to Build.~~

~~If the dates designated by Developer are not acceptable to Connecting Transmission Owner, the Connecting Transmission Owner shall so notify the Developer and NYISO within thirty (30) Calendar Days, and unless the Developer and Connecting Transmission Owner agree otherwise, Developer shall have the option to assume responsibility for the design, procurement and construction of Connecting Transmission Owner's~~RG&E shall design, procure, and construct the RG&E Attachment Facilities using Reasonable Efforts to complete the RG&E

Attachment Facilities by the dates set forth in Appendix B hereto. RG&E shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event RG&E reasonably expects that it will not be able to complete the RG&E Attachment Facilities by the specified dates, RG&E shall promptly provide written notice to Connecting Transmission Owner, and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Option for Construction of CTO Attachment Facilities and Stand Alone System Network Upgrade Facilities.

Pursuant to the mutual agreement of the Parties, RG&E may assume responsibility for the design, procurement, construction and installation of Connecting Transmission Owner Attachment Facilities and Stand Alone Network Upgrade Facilities on the dates specified in Article 5.1.2; provided that if an Attachment Facility or Stand Alone System Upgrade Facility is needed for more than one Developer's project, Developer's option to build such facility shall be contingent on the agreement of all other affected Developers. —NYISO, 5.1, and set forth in Appendix B. Connecting Transmission Owner and ~~Developer~~RG&E must agree as to what constitutes Stand Alone ~~System Network~~ Upgrade Facilities and identify such Stand Alone ~~System Network~~ Upgrade Facilities in Appendix A hereto. Except for Stand Alone ~~System Network~~ Upgrade Facilities, ~~Developer~~RG&E shall have no right to construct ~~System Network~~ Upgrade Facilities ~~under this option.~~

~~1.2.4 — Negotiated Option.~~

~~If the Developer elects not to exercise its option under Article 5.1.3, Option to Build, Developer shall so notify Connecting Transmission Owner and NYISO within thirty (30) Calendar Days, and the Developer and Connecting Transmission Owner shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities by Developer) pursuant to which Connecting Transmission Owner is responsible for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades. If the two Parties are unable to reach agreement on such terms and conditions, Connecting Transmission Owner shall assume responsibility for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades pursuant to 5.1.1, Standard Option.~~

4.5.2 General Conditions Applicable to Option to Build RG&E Design, Procurement, and Construction.

If ~~Developer~~RG&E assumes responsibility for the design, procurement and construction of the Connecting Transmission ~~Owner's Owner~~ Attachment Facilities ~~and/or~~ Stand Alone ~~System Network~~ Upgrade Facilities, ~~the following conditions apply:~~

~~Developer~~(1)RG&E shall engineer, (consistent with applicable law), procure equipment, and construct the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~and~~or Stand Alone ~~System~~Network Upgrade Facilities (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by ~~the~~ Connecting Transmission Owner;

~~Developer's~~(2) RG&E's engineering, procurement and construction of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~and~~or Stand Alone ~~System~~Network Upgrade Facilities shall comply with all requirements of law to which Connecting Transmission Owner would be subject in the engineering, procurement or construction of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities and Stand Alone ~~System~~Network Upgrade Facilities; and shall comply with the Connecting Transmission Owner's interconnection criteria;

(3) Connecting Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~and~~or Stand Alone ~~System~~Network Upgrade Facilities;

(4) Prior to commencement of construction, ~~Developer~~RG&E shall provide to Connecting Transmission Owner ~~and~~NYISO a schedule for construction of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~and~~or Stand Alone ~~System~~Network Upgrade Facilities, and shall promptly respond to requests for information from Connecting Transmission Owner ~~or~~NYISO;

(5) At any time during construction, Connecting Transmission Owner shall have the right to gain unrestricted access to the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~and~~or Stand Alone ~~System~~Network Upgrade Facilities and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~and~~or Stand Alone ~~System~~Network Upgrade Facilities not meet the standards and specifications provided by Connecting Transmission Owner, ~~the Developer~~RG&E shall be obligated to remedy deficiencies in that portion of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~and~~or Stand Alone ~~System~~Network Upgrade Facilities;

~~Developer~~(7)RG&E shall indemnify Connecting Transmission Owner ~~and~~NYISO for claims arising from ~~the Developer's~~RG&E's construction of Connecting Transmission

~~Owner's~~ Owner Attachment Facilities ~~and/or~~ Stand Alone ~~System~~ Network Upgrade Facilities under procedures applicable to Article ~~18.1~~ 18.1 Indemnity;

~~1.2.5~~ — ~~Developer shall transfer control of Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities to the Connecting Transmission Owner;~~

~~Unless the Developer and Connecting Transmission Owner otherwise agree,~~ ~~Developer~~ (8) RG&E shall transfer ownership of Connecting Transmission ~~Owner's~~ Owner Attachment Facilities ~~and Stand Alone System Upgrade Facilities~~ to Connecting Transmission Owner;

(9) Connecting Transmission Owner shall approve and accept for operation and maintenance the Connecting Transmission ~~Owner's~~ Owner Attachment Facilities ~~and Stand Alone System Upgrade Facilities~~ to the extent engineered, procured, and constructed in accordance with this Article ~~5.2;5.2;~~ and

~~Developer~~ (10) RG&E shall deliver to ~~NYISO and~~ Connecting Transmission Owner “as built” drawings, information, and any other documents that are reasonably required by ~~NYISO or~~ Connecting Transmission Owner to assure that the Connecting Transmission Owner Attachment ~~Facilities and Stand Alone System Upgrade~~ Facilities are built to the standards and specifications required by Connecting Transmission Owner.

~~1.3~~ — ~~Liquidated Damages.~~

~~The actual damages~~ (11) RG&E agrees to comply with all applicable provisions of Section 220 of the New York Labor Law (“Section 220”), as it may be amended from time to time. Pursuant to the requirements of Section 220, RG&E as the Developer, in the event the agrees that, for the work performed on existing Connecting Transmission Owner's facilities (i.e. “public work”):

(a) Each laborer, workman or mechanic shall be paid no less than the prevailing wage as defined in Section 220,

(b) The filing of payrolls shall be made in a manner consistent with subdivision three-a (3(a)) of Section 220; this is a condition precedent to payment of any sums due and owing to any person for work done upon the project, and

(c) No laborer, worker, or mechanic shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property.¹

5.3 [Reserved]

5.4 [Reserved]

5.5 Equipment Procurement.

~~If responsibility for construction of the Connecting Transmission Owner Attachment Facilities or System/Network Upgrade Facilities or System Deliverability Upgrades are not completed by the dates designated by the Developer and accepted by the Connecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Developer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Connecting Transmission Owner to the Developer in the event that is to be borne by Connecting Transmission Owner, then Connecting Transmission Owner ~~does not complete any portions~~shall commence the design of the Connecting Transmission Owner's Owner Attachment Facilities, System or Network Upgrade Facilities or System Deliverability Upgrades by the applicable dates, shall be an amount equal to 1/2 of 1 percent per day of the actual cost of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades, in the aggregate, for which Connecting Transmission Owner has assumed responsibility to design, procure and construct.~~

~~However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Connecting Transmission Owner Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades for which the Connecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Connecting Transmission Owner to the Developer as just compensation for the damages caused to the Developer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement. Liquidated damages, when the Developer and Connecting Transmission Owner agree to them, are the exclusive remedy for the Connecting Transmission Owner's failure to meet its schedule.~~

~~Further, Connecting Transmission Owner shall not pay liquidated damages to Developer if: (1) Developer is not ready to commence use of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades to take the delivery of power for the Developer's Large Generating Facility's Trial Operation or to export power from the Developer's Large Generating Facility on the specified dates, unless the Developer would have been able to commence use of the Connecting Transmission Owner's~~

¹ RG&E reserves its rights set forth in Section 220 to obtain dispensation permitting laborers, workers and mechanics to work additional hours or days per week.

~~Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades to take the delivery of power for Developer's Large Generating Facility's Trial Operation or to export power from the Developer's Large Generating Facility, but for Connecting Transmission Owner's delay; (2) the Connecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Developer or any other Developer who has entered into a Standard Large Generator Interconnection Agreement with the Connecting Transmission Owner and NYISO, or action or inaction by any other Party, or any other cause beyond Connecting Transmission Owner's reasonable control or reasonable ability to cure; (3) the Developer has assumed responsibility for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities; or (4) the Connecting Transmission Owner and Developer have otherwise agreed. In no event shall NYISO have any liability whatever to Developer for liquidated damages associated with the engineering, procurement or construction of Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades.~~

~~1.4~~ ~~Power System Stabilizers.~~

~~The Developer shall procure, install, maintain and operate Power System Stabilizers in accordance with the requirements identified in the Interconnection Studies conducted for Developer's Large Generating Facility. NYISO and Connecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Developer shall immediately notify the Connecting Transmission Owner and NYISO. The requirements of this paragraph shall not apply to wind generators.~~

~~1.5~~ ~~Equipment Procurement.~~

~~If responsibility for construction of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades is to be borne by the Connecting Transmission Owner, then the Connecting Transmission Owner shall commence design of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades, and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Developer [RG&E](#) and Connecting Transmission Owner otherwise agree in writing:~~

~~**1.5.1** NYISO and Connecting Transmission Owner have completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;~~

~~**1.5.2** The NYISO has completed the required cost allocation analyses, and Developer has accepted his share of the costs for necessary System Upgrade Facilities and System Deliverability Upgrades in accordance with the provisions of Attachment S of the ISO OATT;~~

~~5.5.1~~ 5.5.1 ~~The~~ The completion of the interconnection study pursuant to Sections 3.7 or 4.5 of the NYISO OATT, as applicable.

~~4.5.1~~ 5.5.2 Connecting Transmission Owner has received written authorization to proceed with design and procurement from ~~the Developer~~ RG&E by the date specified in Appendix B hereto; ~~and~~.

~~4.5.2~~ 5.5.3 ~~The Developer~~ RG&E has provided security to the Connecting Transmission Owner in accordance with Article ~~11.5~~ 11.5 by the dates specified in Appendix B hereto.

~~1.6~~ Construction Commencement.

~~The Connecting Transmission Owner shall commence construction of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:~~

~~1.6.1~~ Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

~~1.6.2~~ Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades;

~~1.6.3~~ The Connecting Transmission Owner has received written authorization to proceed with construction from the Developer by the date specified in Appendix B hereto; and

~~1.6.4~~ The Developer has provided security to the Connecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B hereto.

5.6 [Reserved]

~~4.6~~ 5.7 Work Progress.

~~The Developer~~ RG&E and Connecting Transmission Owner will keep each other, ~~and NYISO~~, advised periodically as to the progress of their respective design, procurement and construction efforts. ~~Any~~ Either Party may, at any time, request a progress report from the ~~Developer or Connecting Transmission Owner~~ other Party. If, at any time, ~~the Developer~~ RG&E determines that the completion of the Connecting Transmission ~~Owner's~~ Owner Attachment Facilities will not be required until after the specified ~~In-Service~~ Commercial Operation Date, ~~the Developer~~ RG&E will provide written notice to ~~the~~ Connecting Transmission Owner ~~and NYISO~~ of such later date upon which the completion of the Connecting Transmission ~~Owner's~~ Owner Attachment Facilities will be required.

4.75.8 Information Exchange.

As soon as reasonably practicable after the Effective Date, ~~the Developer~~RG&E and Connecting Transmission Owner shall exchange information, ~~and provide NYISO the same information,~~ regarding the design and compatibility of their respective Attachment Facilities and compatibility of the Attachment Facilities with the New York State Transmission System, and shall work diligently and in good faith to make any necessary design changes.

4.85.9 Limited Operation.

If any of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities or ~~System~~Network Upgrade Facilities ~~or System Deliverability Upgrades~~ are not reasonably expected to be completed prior to the Commercial Operation Date of the ~~Developer's Large Generating Transmission~~ Facility, ~~NYISO Connecting Transmission Owner~~ shall, ~~upon the request and at the expense of Developer, in conjunction with the Connecting Transmission Owner, that~~ RG&E perform operating studies on a timely basis to determine the extent to which the ~~Developer's Large Generating Transmission~~ Facility and ~~the Developer's~~RG&E Attachment Facilities may operate prior to the completion of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities or ~~System~~Network Upgrade Facilities ~~or System Deliverability Upgrades~~ consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this Agreement. ~~The~~ Connecting Transmission Owner ~~and NYISO~~ shall permit ~~Developer~~RG&E to operate the ~~Developer's Large Generating Transmission~~ Facility and ~~the Developer's~~RG&E Attachment Facilities in accordance with the results of such studies.

4.95.10 ~~Developer's~~RG&E Attachment Facilities (“~~DAF~~RAF”).

~~Developer~~RG&E shall, at its expense, design, procure, construct, own and install the ~~DAF~~RAF as set forth in Appendix A hereto.

4.9.15.10.1 ~~DAF~~RAF Specifications.

~~Developer~~RG&E shall submit initial specifications for the ~~DAF~~RAF, including System Protection Facilities, to Connecting Transmission Owner ~~and NYISO~~ at least one hundred eighty (180) Calendar Days prior to the Initial ~~Synchronization~~Energization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial ~~Synchronization~~Energization Date. ~~unless RG&E and Connecting Transmission Owner and NYISO agree on another mutually acceptable deadline.~~ ~~Connecting Transmission Owner~~ shall review such specifications to ensure that the ~~DAF~~RAF are compatible with the technical specifications, operational control, and safety requirements of ~~the~~ Connecting Transmission Owner ~~and NYISO~~ and comment on such specifications within thirty (30) Calendar Days of ~~Developer's~~RG&E's submission. ~~unless RG&E and Connecting Transmission Owner agree on another mutually acceptable deadline.~~ All specifications provided hereunder shall be deemed to be Confidential Information.

4.9.25.10.2 No Warranty.

The review of ~~Developer's~~RG&E's final specifications by Connecting Transmission Owner ~~and NYISO~~ shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the ~~Large Generating Transmission Facility~~, or the ~~DAF~~. ~~Developer~~RAF. RG&E shall make such changes to the ~~DAF~~RAF as may reasonably be required by Connecting Transmission Owner, or ~~NYISO~~, in accordance with Good Utility Practice, to ensure that the ~~DAF~~RAF are compatible with the technical specifications, operational control, and safety requirements of ~~the~~ Connecting Transmission Owner ~~and NYISO~~.

4.9.35.10.3 DAFRAF Construction.

The ~~DAF~~RAF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless ~~the Developer~~RG&E and Connecting Transmission Owner agree on another mutually acceptable deadline, ~~the Developer~~. RG&E shall deliver to ~~the~~ Connecting Transmission Owner ~~and NYISO~~ "as-built" drawings, information and documents for the ~~DAF~~RAF, such as: ~~a one-~~line diagram, a site plan showing the ~~Large Generating Transmission Facility~~ and the ~~DAF~~RAF, plan and elevation drawings showing the layout of the ~~DAF~~RAF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with ~~the Developer's~~RG&E's step-up transformers, the facilities connecting the ~~Large Generating Transmission Facility~~ to the step-up transformers and the ~~DAF~~RAF, and the impedances (determined by factory tests) for the associated step-up transformers and the ~~Large Generating Transmission Facility~~. ~~The Developer~~RG&E shall provide to, ~~and coordinate with,~~ Connecting Transmission Owner ~~and NYISO~~, and coordinate with Connecting Transmission Owner, with respect to proposed specifications for ~~the excitation system, automatic voltage regulator, Large Generating Transmission Facility control and protection settings, transformer tap settings, and communications, if applicable.~~ RG&E shall confer with the NYISO regarding the transfer of operational control of the Transmission Facility and RG&E Attachment Facilities to the NYISO upon completion of such facilities.

4.105.11 Connecting Transmission ~~Owner's~~Owner Attachment Facilities Construction.

The Connecting Transmission ~~Owner's~~Owner Attachment Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless ~~the~~ Connecting Transmission Owner and ~~Developer~~RG&E agree on another mutually acceptable deadline, ~~the~~ RG&E shall deliver to Connecting Transmission Owner ~~shall deliver to the Developer~~following "as-built" drawings, ~~relay diagrams,~~ information and documents for the Connecting Transmission ~~Owner's~~Owner Attachment Facilities ~~set forth in Appendix A.~~ Connecting Transmission Owner shall confer with the NYISO regarding the transfer of operational control of the Connecting Transmission Owner Attachment Facilities and Network Upgrade Facilities to the NYISO upon completion of such facilities. RG&E shall confer with the NYISO regarding the

transfer of operational control of the RG&E Stand Alone Network Upgrade Facilities to the NYISO upon completion of such facilities.

~~The Connecting Transmission Owner [shall/shall not] transfer operational control of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities to the NYISO upon completion of such facilities.~~

4.115.12 Access Rights.

5.12.1 RG&E's Access. Upon reasonable notice and supervision by the ~~Granting Party~~, Connecting Transmission Owner, the Connecting Transmission Owner hereby authorizes the authorized agents, representatives, contractors, and employees of RG&E to enter the facilities of Connecting Transmission Owner at all reasonable times and subject to any required or necessary regulatory approvals, ~~either the~~ Connecting Transmission Owner or Developer ("Granting Party") shall furnish to ~~the other of those two Parties ("Access Party")~~ RG&E at no cost any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by ~~the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party~~ Connecting Transmission Owner to the extent reasonably required for RG&E to obtain ingress and egress at the Point of Interconnection to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the ~~Large Generating~~ Transmission Facility with the New York State Transmission System; (ii) operate and maintain the ~~Large Generating~~ Transmission Facility, the Attachment Facilities and the New York State Transmission System; and (iii) disconnect or remove the ~~Access Party's~~ RG&E's facilities and equipment upon termination of this Agreement. Connecting Transmission Owner's obligation hereunder shall be to provide RG&E (and its agents, representatives, contractors and employees) adequate and continuous access to all sites where access is authorized under this Article 5.12. RG&E and its authorized agents, representatives, contractors and employees, shall comply with Connecting Transmission Owner's safety and security procedures, switching and tagging rules, and escort and other applicable access requirements, including NERC CIP requirements, in connection with exercising the rights of access granted hereby. Connecting Transmission Owner shall give prompt notice to RG&E of any changes to Connecting Transmission Owner's safety and security procedures, switching and tagging rules, and escort and other applicable access requirements.

RG&E must, prior to any access to Connecting Transmission Owner's facilities, and during the term of this Agreement, provide and maintain insurance in the kinds and amounts referred in Article 18.

Connecting Transmission Owner reserves the right to deny access to RG&E's authorized agents, representatives, contractors and employees, in or around the Connecting Transmission Owner's facilities if, in Connecting Transmission Owner's sole judgment, such authorized agents, representatives, contractors and employees are:

(a) bringing, using, distributing, selling or possessing illegal drugs or alcoholic beverages at the Connecting Transmission Owner's facilities;

(b) unfit for duty at any time during their assignment and under the influence of alcohol or other drugs; or

(c) otherwise engaged in any improper or unlawful activity.

Furthermore, Connecting Transmission Owner shall have the authority to suspend RG&E's access, work or operations (including access, work or operations of any of RG&E's agents, representatives, contractors and employees) in and around such Connecting Transmission Owner facilities if, in its sole judgment, at any time hazardous conditions arise or any unsafe practices are being followed by RG&E's agents, representatives, contractors and employees and RG&E fails to take immediate measures to correct such conditions or practices. In exercising such licenses, rights of way and easements, the Access Partyits access rights under this Article 5.12, RG&E shall not unreasonably disrupt or interfere with normal operation of the Granting Party'sConnecting Transmission Owner's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by ~~the Granting Party and provided to the Access Party.~~ The Access Party shall indemnify the Granting PartyConnecting Transmission Owner and provided to RG&E. In accordance with Article 18, RG&E shall indemnify Connecting Transmission Owner against all claims of injury or damage from third parties resulting from the exercise of the access rights provided for herein.

5.12.2 Connecting Transmission Owner's Access. Upon reasonable notice and supervision by RG&E, RG&E hereby authorizes the authorized agents, representatives, contractors, and employees of Connecting Transmission Owner to enter the facilities of RG&E at all reasonable times and subject to any required or necessary regulatory approvals, shall furnish to Connecting Transmission Owner at no cost any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by RG&E to the extent reasonably required for Connecting Transmission Owner to obtain ingress and egress at the Point of Interconnection to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Transmission Facility with the New York State Transmission System; (ii) operate and maintain the Transmission Facility, the Attachment Facilities and the New York State Transmission System; and (iii) disconnect or remove the Connecting Transmission Owner's facilities and equipment upon termination of this Agreement. RG&E's obligation hereunder shall be to provide Connecting Transmission Owner (and its agents, representatives, contractors and employees) adequate and continuous access to all sites where access is authorized under this Section 5.12. Connecting Transmission Owner and its authorized agents, representatives, contractors and employees, shall comply with RG&E's safety and security procedures, switching and tagging rules, and escort and other applicable access requirements in connection with exercising the rights of access granted hereby. RG&E shall give prompt notice to Connecting Transmission Owner of any changes to RG&E's safety and security procedures, switching and tagging rules, and escort and other applicable access requirements.

Connecting Transmission Owner must, prior to any access to RG&E's facilities, and during the term of this Agreement, provide and maintain insurance in the kinds and amounts referred in Article 18 hereof.

RG&E reserves the right to deny access to Connecting Transmission Owner's authorized agents, representatives, contractors and employees, in or around the RG&E's facilities if, in RG&E's sole judgment, such authorized agents, representatives, contractors and employees are:

- (a) bringing, using, distributing, selling or possessing illegal drugs or alcoholic beverages at the RG&E's facilities;
- (b) unfit for duty at any time during their assignment and under the influence of alcohol or other drugs; or
- (c) otherwise engaged in any improper or unlawful activity.

Furthermore, RG&E shall have the authority to suspend Connecting Transmission Owner's access, work or operations (including access, work or operations of any of Connecting Transmission Owner's agents, representatives, contractors and employees) in and around such RG&E facilities if, in its sole judgment, at any time hazardous conditions arise or any unsafe practices are being followed by Connecting Transmission Owner's agents, representatives, contractors and employees and Connecting Transmission Owner fails to take immediate measures to correct such conditions or practices. In exercising its access rights under this Article 5.12, Connecting Transmission Owner shall not unreasonably disrupt or interfere with normal operation of RG&E's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by RG&E and provided to Connecting Transmission Owner. In accordance with Article 18, Connecting Transmission Owner shall indemnify RG&E against all claims of injury or damage from third parties resulting from the exercise of the access rights provided for herein.

4.125.13 Lands of Other Property Owners.

If any part of the Connecting Transmission ~~Owner's~~ Owner Attachment Facilities and/or ~~System~~ Network Upgrade Facilities ~~and/or System Deliverability Upgrades~~ is to be installed on property owned by persons other than ~~Developer~~ RG&E or Connecting Transmission Owner, ~~the~~ Connecting Transmission Owner shall at ~~Developer's~~ RG&E's expense use efforts, similar in nature and extent to those that it typically undertakes for its own or affiliated ~~generation~~ transmission, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Connecting Transmission ~~Owner's Attachment Facilities and/or System Upgrade Facilities and/or System Deliverability Upgrades upon such property.~~ Owner Attachment Facilities and/or Network Upgrade Facilities upon such property. Pursuant to Section 1007 of the New York Public Authorities Law, NYPA has the right to take real property through eminent domain when NYPA trustees, in their discretion, deem an eminent domain taking necessary or convenient to acquire real property for the purpose described in such statute. RG&E acknowledges that for projects involving NYPA as the Connecting Transmission Owner, NYPA can only use efforts to acquire property by eminent domain if and to the extent consistent with the New York Public Authorities Law (or any amendments thereto).

~~1.7~~ ~~Permits.~~

~~NYISO, Connecting Transmission Owner and the Developer~~ If any part of the RG&E Attachment Facilities and/or Stand Alone Network Upgrade Facilities are to be installed on property owned or controlled by persons other than RG&E or Connecting Transmission Owner, RG&E shall use efforts, similar in nature and extent to those that it typically undertakes for its own transmission or affiliated transmission, and, to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights-of-way, and easements that are necessary to construct, operate, maintain, test, inspect, replace, or remove the RG&E Attachment Facilities and/or Stand Alone Network Upgrade Facilities upon such property.

5.14 Permits.

Connecting Transmission Owner and RG&E shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Connecting Transmission Owner shall provide permitting assistance to ~~the Developer~~ RG&E comparable to that provided to ~~the~~ Connecting Transmission Owner's own, or an Affiliate's, generation or transmission facilities, if any, provided that RG&E shall pay Connecting Transmission Owner's costs in providing such permitting assistance.

~~1.8~~ ~~Early Construction of Base Case Facilities.~~

~~Developer may request Connecting Transmission Owner to construct, and Connecting Transmission Owner shall construct, subject to a binding cost allocation agreement reached in accordance with Attachment S to the ISO OATT, including Section 25.8.7 thereof, using Reasonable Efforts to accommodate Developer's In-Service Date, all or any portion of any System Upgrade Facilities or System Deliverability Upgrades required for Developer to be interconnected to the New York State Transmission System which are included in the Base Case of the Class Year Interconnection Facilities Study for the Developer, and which also are required to be constructed for another Developer, but where such construction is not scheduled to be completed in time to achieve Developer's In-Service Date.~~

5.15 [Reserved].

~~4.13~~ 5.16 Suspension.

~~Developer~~ RG&E reserves the right, upon written notice to Connecting Transmission Owner ~~and NYISO~~, to suspend at any time all work by Connecting Transmission Owner associated with the construction and installation of Connecting Transmission ~~Owner's~~ Owner Attachment Facilities ~~and/or System Upgrade Facilities and/or System Deliverability Upgrades~~ required for ~~only that Developer~~ RG&E under this Agreement with the condition that the New York State Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the safety and reliability criteria of Connecting Transmission Owner ~~and NYISO~~. In such event, ~~Developer~~ RG&E shall be responsible for all reasonable and necessary costs and/or obligations in accordance with ~~Attachment S to the ISO OATT~~ Applicable NYISO procedures, including those which Connecting Transmission Owner (i) has incurred pursuant to this Agreement prior to the suspension and (ii) incurs in suspending such work,

including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New York State Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Connecting Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Connecting Transmission Owner shall obtain ~~Developer's~~RG&E's authorization to do so.

Connecting Transmission Owner shall invoice ~~Developer~~RG&E for such costs pursuant to Article ~~12~~12 and shall use due diligence to minimize its costs. In the event ~~Developer~~RG&E suspends work by Connecting Transmission Owner required under this Agreement pursuant to this Article ~~5.16, 5.16~~, and has not requested Connecting Transmission Owner to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Connecting Transmission Owner ~~and NYISO~~, if no effective date is specified.

4.14.15.17 Taxes.

4.14.15.17.1—~~Developer~~RG&E Payments Not Taxable.

~~The~~ ~~Developer~~RG&E and Connecting Transmission Owner intend that all payments or property transfers made by ~~Developer~~RG&E to Connecting Transmission Owner for the installation of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities and the ~~System~~Network Upgrade Facilities ~~and the System Deliverability Upgrades~~, shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

4.14.25.17.2—Representations and Covenants.

In accordance with IRS Notice 2001-82 and IRS Notice 88-129, ~~Developer~~as applicable to this Transmission Facility, RG&E represents and covenants that (i) ownership of the electricity ~~generated~~transmitted at the ~~Large-Generating~~Transmission Facility will pass to another party prior to the transmission of the electricity on the New York State Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Connecting Transmission Owner for the Connecting Transmission ~~Owner's~~Owner Attachment Facilities will be capitalized by ~~Developer~~RG&E as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities that is a “dual-use intertie,” within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the ~~Large-Generating~~Transmission Facility. For this purpose, “de minimis amount” means no more than 5 percent of the total power flows in both directions, calculated in accordance with the “5 percent test” set forth in IRS

Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Connecting Transmission Owner's request, ~~Developer~~RG&E shall provide Connecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Connecting Transmission Owner represents and covenants that the cost of the Connecting Transmission ~~Owner's~~Owner Attachment Facilities and Network Upgrade Facilities paid for by ~~Developer~~RG&E will have no net effect on the base upon which rates are determined.

~~4.14.35.17.3~~—Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon ~~the~~Connecting Transmission Owner.

Notwithstanding Article ~~5.17.1, Developer~~5.17.1, RG&E shall protect, indemnify and hold harmless Connecting Transmission Owner from the cost consequences of any current tax liability imposed against Connecting Transmission Owner as the result of payments or property transfers made by ~~Developer~~RG&E to Connecting Transmission Owner under this Agreement, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Connecting Transmission Owner.

Connecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges ~~Developer~~RG&E under this Agreement unless (i) Connecting Transmission Owner has determined, in good faith, that the payments or property transfers made by ~~Developer~~RG&E to Connecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Connecting Transmission Owner to report payments or property as income subject to taxation; provided, however, that Connecting Transmission Owner may require ~~Developer~~RG&E to provide security, in a form reasonably acceptable to Connecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article ~~5.17. Developer~~5.17. RG&E shall reimburse Connecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article ~~5.17.4, 5.17.4,~~ within thirty (30) Calendar Days of receiving written notification from Connecting Transmission Owner of the amount due, including detail about how the amount was calculated.

This indemnification obligation shall terminate at the earlier of (1) the expiration of the ~~ten-~~year testing period and the applicable statute of limitation, as it may be extended by ~~the~~ Connecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article ~~5.17.5.17.~~

4.14.45.17.4—Tax Gross-Up Amount.

~~Developer's~~RG&E's liability for the cost consequences of any current tax liability under this Article ~~5.17~~5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the ~~parties~~Parties, this means that ~~Developer~~RG&E will pay Connecting Transmission Owner, in addition to the amount paid for the Connecting Transmission Owner Attachment Facilities and SystemNetwork Upgrade Facilities ~~and System Deliverability Upgrades~~, an amount equal to (1) the current taxes imposed on Connecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Connecting Transmission Owner as a result of payments or property transfers made by ~~Developer~~RG&E to Connecting Transmission Owner under this Agreement (without regard to any payments under this Article ~~5.17~~5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit ~~the~~Connecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Connecting Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Connecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Connecting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Connecting Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating ~~Developer's~~RG&E's liability to Connecting Transmission Owner pursuant to this Article ~~5.17.4~~5.17.4 can be expressed as follows:
$$\frac{(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation Amount}))}{(1 - \text{Current Tax Rate})}$$
~~Developer's~~RG&E's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Connecting Transmission Owner Attachment Facilities and SystemNetwork Upgrade Facilities ~~and System Deliverability Upgrades~~.

4.14.55.17.5—Private Letter Ruling or Change or Clarification of Law.

At ~~Developer's~~RG&E's request and expense, Connecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by ~~Developer~~RG&E to Connecting Transmission Owner under this Agreement are subject to federal income taxation. ~~Developer~~RG&E will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of ~~Developer's~~RG&E's knowledge. Connecting Transmission Owner and ~~Developer~~RG&E shall cooperate in good faith with respect to the submission of such request.

Connecting Transmission Owner shall keep ~~Developer~~RG&E fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited

power of attorney, in a form acceptable to the IRS, that authorizes ~~Developer~~RG&E to participate in all discussions with the IRS regarding such request for a private letter ruling. Connecting Transmission Owner shall allow ~~Developer~~RG&E to attend all meetings with IRS officials about the request and shall permit ~~Developer~~RG&E to prepare the initial drafts of any follow-up letters in connection with the request.

~~4.14.6~~5.17.6—Subsequent Taxable Events.

If, within 10 years from the date on which the relevant Connecting Transmission Owner Attachment Facilities are placed in service, (i) ~~Developer~~RG&E Breaches the covenants contained in Article ~~5.17.2~~, (ii) a “disqualification event” occurs within the meaning of IRS Notice ~~88-129~~5.17.2, or (iii) this Agreement terminates and Connecting Transmission Owner retains ownership of the Connecting Transmission Owner Attachment Facilities and ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades, the Developer, RG&E~~ shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Connecting Transmission Owner, calculated using the methodology described in Article ~~5.17.4~~5.17.4 and in accordance with IRS Notice 90-60.

~~4.14.7~~5.17.7—Contests.

In the event any Governmental Authority determines that Connecting Transmission Owner’s receipt of payments or property constitutes income that is subject to taxation, Connecting Transmission Owner shall notify ~~Developer~~RG&E, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by ~~Developer~~RG&E and at ~~Developer’s~~RG&E’s sole expense, Connecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon ~~Developer’s~~RG&E’s written request and sole expense, Connecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article ~~5.17~~5.17, whether or not it has received such a determination. Connecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Connecting Transmission Owner shall keep ~~Developer~~RG&E informed, shall consider in good faith suggestions from ~~Developer~~RG&E about the conduct of the contest, and shall reasonably permit ~~Developer~~RG&E or an ~~Developer~~RG&E representative to attend contest proceedings.

~~Developer~~RG&E shall pay to Connecting Transmission Owner on a periodic basis, as invoiced by Connecting Transmission Owner, Connecting Transmission Owner’s documented reasonable costs of prosecuting such appeal, protest, abatement or other contest, ~~including any costs associated with obtaining the opinion of independent tax counsel described in this Article 5.17.7. The Connecting Transmission Owner may abandon any contest if the Developer fails to provide payment to the Connecting Transmission Owner within thirty (30) Calendar Days of receiving such invoice.~~ At any time during the contest, Connecting Transmission Owner may agree to a settlement either with ~~Developer’s~~RG&E’s consent or after obtaining written advice

from nationally-recognized tax counsel, selected by Connecting Transmission Owner, but reasonably acceptable to ~~Developer~~RG&E, that the proposed settlement represents a reasonable settlement given the hazards of litigation. ~~Developer's~~RG&E's obligation shall be based on the amount of the settlement agreed to by ~~Developer~~RG&E, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. ~~The Connecting Transmission Owner may also settle any tax controversy~~Any settlement without receiving the ~~Developer's~~RG&E's consent or any such written advice; however, any such settlement will relieve the ~~Developer~~RG&E from any obligation to indemnify Connecting Transmission Owner for the tax at issue in the contest (~~unless the failure to obtain written advice is attributable to the Developer's unreasonable refusal to the appointment of independent tax counsel~~).

~~4.14.8~~5.17.8—Refund.

In the event that (a) a private letter ruling is issued to Connecting Transmission Owner which holds that any amount paid or the value of any property transferred by ~~Developer~~RG&E to Connecting Transmission Owner under the terms of this Agreement is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Connecting Transmission Owner in good faith that any amount paid or the value of any property transferred by ~~Developer~~RG&E to Connecting Transmission Owner under the terms of this Agreement is not taxable to Connecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by ~~Developer~~RG&E to Connecting Transmission Owner are not subject to federal income tax, or (d) if Connecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by ~~Developer~~RG&E to Connecting Transmission Owner pursuant to this Agreement, Connecting Transmission Owner shall promptly refund to ~~Developer~~RG&E the following:

(i) Any payment made by ~~Developer~~RG&E under this Article ~~5.17~~5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) Interest on any amounts paid by ~~Developer~~RG&E to Connecting Transmission Owner for such taxes which Connecting Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date payment was made by ~~Developer~~RG&E to the date Connecting Transmission Owner refunds such payment to ~~Developer~~RG&E, and

(iii) With respect to any such taxes paid by Connecting Transmission Owner, any refund or credit Connecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in

clause (i), above) owed to ~~the~~ Connecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Connecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Connecting Transmission Owner will remit such amount promptly to ~~Developer~~RG&E only after and to the extent that Connecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Connecting Transmission ~~Owner's~~Owner Attachment Facilities.

The intent of this provision is to leave both ~~the Developer~~RG&E and Connecting Transmission Owner, to the extent practicable, in the event that no taxes are due with respect to any payment for Connecting Transmission Owner Attachment Facilities and ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades~~ hereunder, in the same position they would have been in had no such tax payments been made.

4.14.95.17.9—Taxes Other Than Income Taxes.

Upon the timely request by ~~Developer~~RG&E, and at ~~Developer's~~RG&E's sole expense, Connecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Connecting Transmission Owner for which ~~Developer~~RG&E may be required to reimburse Connecting Transmission Owner under the terms of this Agreement. ~~Developer~~RG&E shall pay to Connecting Transmission Owner on a periodic basis, as invoiced by Connecting Transmission Owner, Connecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. ~~Developer~~RG&E and Connecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by ~~Developer~~RG&E to Connecting Transmission Owner for such taxes until they are assessed by a final, ~~non-appealable~~nonappealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, ~~Developer~~RG&E will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Connecting Transmission Owner.

4.15.18 Tax Status; Non-~~J~~urisdictional Entities.

4.15.15.18.1—Tax Status.

Each Party shall cooperate with the other Parties to maintain the other Parties' tax status. Nothing in this Agreement is intended to adversely affect the tax status of any Party ~~including the status of NYISO~~, or the status of any Connecting Transmission Owner with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds. Notwithstanding any other provisions of this Agreement, ~~LIPA, NYPA and Consolidated Edison Company of New York, Inc.~~Connected Transmission Owner shall not be required to comply with any provisions of this Agreement that would result in the loss of tax-~~e~~xempt status of any of their Tax-~~e~~xempt Bonds or impair their ability to issue future tax-~~e~~xempt obligations. For purposes of this provision, Tax-~~e~~xempt Bonds shall include the obligations of the ~~Long Island Power~~

~~Authority~~Connecting Transmission Owner, NYPA ~~and Consolidated Edison Company of New York, Inc.~~, the interest on which is not included in gross income under the Internal Revenue Code.

~~4.15.2~~5.18.2—~~Non-~~Jurisdictional Entities.

~~LIPA and~~ NYPA ~~do~~does not waive ~~their~~its exemptions, pursuant to Section 201(f) of the FPA, from Commission jurisdiction with respect to the Commission's exercise of the FPA's general ratemaking authority.

~~4.16~~5.19 Modification.

~~4.16.1~~5.19.1—General.

Either ~~the Developer~~RG&E or Connecting Transmission Owner may undertake modifications to its facilities covered by this Agreement. If either ~~the Developer~~RG&E or Connecting Transmission Owner plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party, ~~and to NYISO,~~ sufficient information regarding such modification so that the other Party ~~and NYISO~~ may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be Confidential Information hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the ~~flow~~transmission of electricity from the ~~Large-Generating~~Transmission Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party ~~and NYISO~~ at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

~~In the case of Large-Generating-Facility modifications that do not require Developer to submit an Interconnection Request, the NYISO shall provide, within sixty (60) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New York State Transmission System, Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades necessitated by such Developer modification and a good faith estimate of the costs thereof. The Developer shall be responsible for the cost of any such additional modifications, including the cost of studying the impact of the Developer modification.~~

~~4.16.2~~5.19.2—Standards.

Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this Agreement, applicable NYISO requirements and Good Utility Practice.

4.16.35.19.3—Modification Costs.

~~Developer~~RG&E shall not be assigned the costs of any additions, modifications, or replacements that Connecting Transmission Owner makes to ~~the~~ Connecting Transmission ~~Owner's~~Owner Attachment Facilities or the New York State Transmission System to facilitate the interconnection of a third party to the Connecting Transmission ~~Owner's~~Owner Attachment Facilities or the New York State Transmission System, or to provide Transmission Service to a third party under the ~~IS~~NYISO OATT, except in accordance with the cost allocation procedures in ~~Attachment S of the~~ ISNYISO OATT. ~~Developer~~ or as approved by the appropriate Governmental Authority. RG&E shall be responsible for the costs of any additions, modifications, or replacements to ~~the Developer's~~RG&E Attachment Facilities that may be necessary to maintain or upgrade such ~~Developer's~~RG&E Attachment Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 2.—Testing And Inspection

ARTICLE 6. TESTING AND INSPECTION

4.176.1Pre—Commercial Operation Date Testing and Modifications.

Prior to the Commercial Operation Date, ~~the~~ Connecting Transmission Owner shall test the Connecting Transmission ~~Owner's~~Owner Attachment Facilities and ~~System~~Network Upgrade Facilities, and ~~System Deliverability Upgrades and Developer~~RG&E shall test the ~~Large Generating~~Transmission Facility and ~~the Developer's~~RG&E Attachment Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. ~~Developer~~RG&E and Connecting Transmission Owner shall each make any modifications to its facilities that are found to be necessary as a result of such testing. ~~Developer~~ The Party requiring or requesting testing shall bear the cost of all such testing and modifications. ~~Developer~~The Parties shall ~~generate~~transmit test energy ~~at over~~ the ~~Large Generating~~Transmission Facility only if it has arranged for the injection of such test energy in accordance with Connecting Transmission Owner and NYISO procedures.

4.186.2Post—Commercial Operation Date Testing and Modifications.

~~Developer~~RG&E and Connecting Transmission Owner shall each at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice and Applicable Reliability Standards as may be necessary to ensure the continued interconnection of the ~~Large Generating~~Transmission Facility with the New York State Transmission System in a safe and reliable manner. ~~Developer~~RG&E and Connecting Transmission Owner shall each have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

4.196.3Right to Observe Testing.

~~Developer~~RG&E and Connecting Transmission Owner shall each notify the other Party, ~~and the NYISO~~, in advance of its performance of tests of its Attachment Facilities: and the

Transmission Facility. The other Party, ~~and the NYISO~~, shall ~~each~~ have the right, at its own expense, to observe such testing.

4.206.4 Right to Inspect.

~~Developer~~RG&E and Connecting Transmission Owner shall each have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, ~~including Power System Stabilizers~~; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Attachment Facilities, the System Protection Facilities and other protective equipment. ~~NYISO shall have these same rights of inspection as to the facilities and equipment of Developer and Connecting Transmission Owner.~~ A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or ~~non-exercise~~nonexercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Attachment Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article ~~6.46.4~~ shall be treated in accordance with Article ~~2222~~ of this Agreement ~~and Attachment F to the ISO OATT~~.

Article 3.— Metering

ARTICLE 7. METERING

4.217.1 General.

~~Developer~~RG&E and Connecting Transmission Owner shall each comply with applicable requirements of NYISO and the New York Public Service Commission when exercising its rights and fulfilling its responsibilities under this Article ~~7.7~~. Unless otherwise agreed by ~~the~~ Connecting Transmission Owner and ~~NYISO approved meter service provider and Developer,~~ ~~the~~RG&E, Connecting Transmission Owner shall install Metering Equipment at the Point of Interconnection prior to any operation of the ~~Large Generating~~Transmission Facility and shall own, operate, test and maintain such Metering Equipment. Net power flows including MW and MVAR, MWHR and loss profile data to and from the ~~Large Generating~~Transmission Facility shall be measured at the Point of Interconnection. Connecting Transmission Owner shall provide metering quantities, in analog and/or digital form, as required, to ~~Developer or NYISO upon request. Where the Point of Interconnection for the Large Generating Facility is other than the generator terminal, the Developer shall also provide gross MW and MVAR quantities at the generator terminal.~~ ~~Developer~~RG&E upon request. RG&E shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

4.227.2 Check Meters.

~~Developer~~RG&E, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Connecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this Agreement, except as provided in Article ~~7.4~~7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Connecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by ~~Developer~~RG&E in accordance with Good Utility Practice.

4.237.3 Standards.

Connecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment including potential transformers and current transformers in accordance with applicable ANSI and PSC standards as detailed in the NYISO Control Center Communications Manual and in the NYISO Revenue Metering Requirements Manual.

4.247.4 Testing of Metering Equipment.

Connecting Transmission Owner shall inspect and test all of its Metering Equipment upon installation and at least once every two (2) years thereafter: for metering accuracy test and inspection of metering equipment. If requested to do so by ~~NYISO or Developer~~RG&E, Connecting Transmission Owner shall, at ~~Developer's~~RG&E's expense, inspect or test Metering Equipment more frequently than every two (2) years. Connecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and ~~Developer and NYISO~~RG&E may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at ~~Developer's~~RG&E's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Connecting Transmission Owner's failure to maintain, then Connecting Transmission Owner shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Connecting Transmission Owner shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using ~~Developer's~~RG&E's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-~~half~~ half the time from the date of the last previous test of the Metering Equipment.~~The NYISO shall reserve the right to review all associated metering equipment installation on the Developer's or Connecting Transmission Owner's property at any time.~~

4.257.5 Metering Data.

At ~~Developer's~~RG&E's expense, the metered data shall be telemetered to one or more locations designated by Connecting Transmission Owner,~~Developer~~ and ~~NYISO~~RG&E. Such telemetered data shall be used, under normal operating conditions, as the official measurement of

the amount of energy delivered from the ~~Large Generating~~Transmission Facility to the Point of Interconnection.

Article 4.—Communications

ARTICLE 8.Developer COMMUNICATIONS

4.268.1 RG&E Obligations.

In accordance with NYISO applicable ~~NYISO~~-requirements, ~~Developer~~RG&E shall maintain satisfactory operating communications with Connecting Transmission Owner ~~and NYISO. Developer.~~ RG&E shall provide ~~standard voice line, dedicated voice line and facsimile communications at its Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Developer shall also provide~~ the dedicated data circuit(s) necessary to provide ~~Developer~~RG&E data to Connecting Transmission Owner and the NYISO as set forth in Appendix D hereto. The data circuit(s) shall extend from the ~~Large Generating~~Transmission Facility to the location(s) specified by Connecting Transmission Owner ~~and NYISO~~. Any required maintenance of such communications equipment shall be performed by ~~Developer~~RG&E. Operational communications shall be activated and maintained under, but not be limited to, the following events: ~~system paralleling or separation, scheduled and unscheduled shutdowns~~outages, equipment clearances, and hourly and daily load data.

4.278.2 Remote Terminal Unit.

Prior to the Initial ~~Synchronization~~Energization Date of the ~~Large Generating~~Transmission Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by ~~Developer~~RG&E, or by Connecting Transmission Owner at ~~Developer's~~RG&E's expense, ~~or an existing Remote Terminal Unit shall be modified by Connecting Transmission Owner~~, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Connecting Transmission Owner ~~and NYISO~~ through use of a dedicated point-~~to-~~point data circuit(s) as indicated in Article ~~8-1-8.1~~. The communication protocol for the data circuit(s) shall be specified by Connecting Transmission Owner ~~and NYISO~~. Instantaneous bi-~~directional~~ analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Connecting Transmission Owner ~~and NYISO~~.

Each Party will promptly advise the appropriate other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by that other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

4.288.3 No Annexation.

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Party providing such equipment and the Party receiving such equipment.

ARTICLE 5. ARTICLE 9. OPERATIONS

5.19.1 General.

Each Party shall comply with Applicable Laws and Regulations and Applicable Reliability Standards. Each Party shall provide to the other Parties all information that may reasonably be required by the other Parties to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

5.29.2 ~~NYISO and~~ Connecting Transmission Owner Obligations.

Connecting Transmission Owner ~~and NYISO~~ shall cause the ~~New York State Transmission System and the~~ Connecting Transmission ~~Owner's~~ Owner Attachment Facilities to be operated, maintained and controlled in a safe and reliable manner in accordance with this Agreement ~~and the NYISO Tariffs. Connecting Transmission Owner and NYISO may provide operating instructions to Developer consistent with this Agreement, NYISO procedures and Connecting Transmission Owner's operating protocols and procedures as they may change from time to time. Connecting Transmission Owner and NYISO will consider changes to their respective operating protocols and procedures proposed by Developer.~~

5.39.3 ~~Developer~~ RG&E Obligations.

~~Developer~~ RG&E shall at its own expense operate, maintain and control the ~~Large Generating Transmission Facility and the Developer's~~ RG&E Attachment Facilities in a safe and reliable manner and in accordance with this Agreement. ~~Developer shall operate the Large Generating Facility and the Developer's Attachment Facilities in accordance with NYISO and Connecting Transmission Owner requirements, as such requirements are set forth or referenced in Appendix C hereto. Appendix C will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that the appropriate other Party or Parties provide copies of the requirements set forth or referenced in Appendix C hereto.~~

~~4.1 Start-Up and Synchronization.~~

9.4 Energization.

Consistent with the mutually acceptable procedures of ~~the Developer~~ RG&E and Connecting Transmission Owner, ~~the Developer~~ RG&E is responsible for the proper ~~synchronization~~ energization of the ~~Large Generating Transmission Facility to the New York State Transmission System in accordance with NYISO and~~ Connecting Transmission Owner procedures and requirements.

~~4.2 ——— Real and Reactive Power Control and Primary Frequency Response.~~

~~4.2.1 ——— Power Factor Design Criteria.~~

~~**9.5.1.1 Synchronous Generation.** Developer shall design the Large Generating Facility to maintain effective composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging unless the NYISO or the Transmission Owner in whose Transmission District the Large Generating Facility interconnects has established different requirements that apply to all generators in the New York Control Area or Transmission District (as applicable) on a comparable basis, in accordance with Good Utility Practice.~~

~~The Developer shall design and maintain the plant auxiliary systems to operate safely throughout the entire real and reactive power design range.~~

~~**9.5.1.2 Non-Synchronous Generation.** Developer shall design the Large Generating Facility to maintain composite power delivery at continuous rated power output at the high side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the NYISO or the Transmission Owner in whose Transmission District the Large Generating Facility interconnects has established a different power factor range that applies to all non-synchronous generators in the Control Area or Transmission District (as applicable) on a comparable basis, in accordance with Good Utility Practice. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnection non-synchronous generators that have not yet executed a Facilities Study Agreement as of September 21, 2016.~~

~~The Developer shall design and maintain the plant auxiliary systems to operate safely throughout the entire real and reactive power design range.~~

~~4.2.2 ——— Voltage Schedules.~~

~~Once the Developer has synchronized the Large Generating Facility with the New York State Transmission System, NYISO shall require Developer to operate the Large Generating Facility to produce or absorb reactive power within the design capability of the Large Generating Facility set forth in Article 9.5.1 (Power Factor Design Criteria). NYISO's voltage schedules shall treat all sources of reactive power in the New York Control Area in an equitable and not unduly discriminatory manner. NYISO shall exercise Reasonable Efforts to provide Developer with such schedules in accordance with NYISO procedures, and may make changes to such schedules as necessary to maintain the reliability of the New York State Transmission System. Developer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design capability of the Large Generating Facility set forth in Article 9.5.1 (Power Factor Design Criteria) as directed by the Connecting Transmission Owner's system operator or the NYISO. If Developer is unable to maintain the specified voltage or power factor, it shall promptly notify NYISO.~~

~~4.2.3 ——— Payment for Reactive Power.~~

~~NYISO shall pay Developer for reactive power or voltage support service that Developer provides from the Large Generating Facility in accordance with the provisions of Rate Schedule 2 of the NYISO Services Tariff.~~

~~4.2.4 ——— Voltage Regulators.~~

~~Whenever the Large Generating Facility is operated in parallel with the New York State Transmission System, the automatic voltage regulators shall be in automatic operation at all times. If the Large Generating Facility's automatic voltage regulators are not capable of such automatic operation, the Developer shall immediately notify NYISO, or its designated representative, and ensure that such Large Generating Facility's real and reactive power are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits and NYISO system operating (thermal, voltage and transient stability) limits. Developer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the New York State Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the New York Control Area on a comparable basis.~~

~~9.5.5 — Primary Frequency Response.~~

~~Developer shall ensure the primary frequency response capability of its Large Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Large Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Developer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop \pm 0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved Applicable Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Large Generating Facility, and shall be linear in the range of frequencies between 59 and 61 Hz that are outside of the deadband parameter; or (2) based on an approved Applicable Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Large Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Large Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under frequency deviations) or decrease (for over frequency deviations) linearly in proportion to the magnitude of the~~

frequency deviation; or (2) in accordance with an approved Applicable Reliability Standard providing for an equivalent or more stringent parameter. Developer shall notify NYISO that the primary frequency response capability of the Large Generating Facility has been tested and confirmed during commissioning. Once Developer has synchronized the Large Generating Facility with the New York State Transmission System, Developer shall operate the Large Generating Facility consistent with the provisions specified in Articles 9.5.5.1 and 9.5.5.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

9.5.5.1 Governor or Equivalent Controls.

Whenever the Large Generating Facility is operated in parallel with the New York State Transmission System, Developer shall operate the Large Generating Facility with its governor or equivalent controls in service and responsive to frequency. Developer shall: (1) in coordination with NYISO, set the deadband parameter to: (1) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved Applicable Reliability Standard that provides for equivalent or more stringent parameters. Developer shall be required to provide the status and settings of the governor and equivalent controls to NYISO and/or the Connecting Transmission Owner upon request. If Developer needs to operate the Large Generating Facility with its governor or equivalent controls not in service, Developer shall immediately notify NYISO and the Connecting Transmission Owner, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Developer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Developer shall make Reasonable Efforts to keep outages of the Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the New York State Transmission System.

9.5.5.2 Timely and Sustained Response.

Developer shall ensure that the Large Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Large Generating Facility has operating capability in the direction needed to correct the frequency deviation. Developer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Large Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. An Applicable Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.5.5.3 Exemptions.

~~Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.5.5, 9.5.5.1, and 9.5.5.2 of this Agreement. Large Generating Facilities that are behind the meter generation that is sized to load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability requirements in accordance with the droop and deadband capability requirements specified in Article 9.5.5, but shall be otherwise exempt from the operating requirements in Articles 9.5.5, 9.5.5.1, 9.5.5.2, and 9.5.5.4 of this Agreement.~~

9.5.5.4 Electric Storage Resources.

~~Developer interconnecting an electric storage resource shall establish an operating range in Appendix C of its LGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.5.5, 9.5.5.1, 9.5.5.2, and 9.5.5.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resources due to manufacturer specification; and (6) any other relevant factors agreed to by the NYISO, Connecting Transmission Owner, and Developer. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.~~

~~Developer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.5.5.2 of this Agreement when it is online and dispatched to inject electricity to the New York State Transmission System and/or receive electricity from the New York State Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the New York State Transmission System and/or dispatched to receive electricity from the New York State Transmission System. If Developer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Developer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.~~

9.5 [Reserved].

5.49.6 Outages and Interruptions.

5.4.19.6.1 Outages.

4.2.4.1 Outage Authority and Coordination.

~~5.4.19.6.1.1~~ **Developer** RG&E and Connecting Transmission Owner may each, in accordance with applicable NYISO procedures and Good Utility Practice and in coordination with the other Party, remove from service any of its respective Attachment Facilities or SystemNetwork Upgrade Facilities ~~and System Deliverability Upgrades~~ that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency State, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to both ~~the Developer~~ RG&E and ~~the~~ Connecting Transmission Owner. In all circumstances either Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

4.2.4.2 Outage Schedules.

~~5.4.19.6.1.2~~ ~~The~~ Connecting Transmission Owner and RG&E shall post scheduled outages of its transmission facilities on the NYISO OASIS. ~~Developer shall submit its planned maintenance schedules for the Large Generating Facility to Connecting Transmission Owner and NYISO for a minimum of a rolling thirty-six month period. Developer shall update its planned maintenance schedules as necessary. NYISO may direct, or the Connecting Transmission Owner may request, Developer to reschedule its maintenance as necessary to maintain the reliability of the New York State Transmission System. Compensation to Developer for any additional direct costs that the Developer incurs as a result of rescheduling maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost the Developer would have incurred absent the request to reschedule maintenance, shall be in accordance with the ISO OATT. Developer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, the Developer had modified its schedule of maintenance activities other than at the direction of the NYISO or request of the Connecting Transmission Owner.~~

4.2.4.3 Outage Restoration.

~~5.4.19.6.1.3~~ If an outage on the Attachment Facilities or SystemNetwork Upgrade Facilities ~~or System Deliverability Upgrades of the~~ of Connecting Transmission Owner or ~~Developer~~ RG&E adversely affects the other Party's operations or facilities, the Party that owns the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns the facility that is out of service shall provide the other Party ~~and NYISO~~, to the extent such information is known, information on the nature of the Emergency State, an estimated time

of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

5.4.29.6.2 **Interruption of Service.** If required by Good Utility Practice or Applicable Reliability Standards to do so, ~~the NYISO or~~ Connecting Transmission Owner may require ~~Developer~~RG&E to interrupt or reduce ~~production~~transmission of electricity ~~if such production of electricity could adversely affect the ability of NYISO over the Transmission Facility~~ and RG&E may require Connecting Transmission Owner to ~~perform such activities as are~~interrupt or reduce transmission of electricity over its transmission facilities if either Connecting Transmission Owner or RG&E deems the interruption of such transmission of electricity to be necessary ~~to safely and reliably operate and maintain the New York State Transmission System~~(a) for purposes of Good Utility Practice, to protect a Party's facilities from physical damage or to prevent injury or damage to persons or property, or (b) to comply with Applicable Reliability Standards. The following provisions shall apply to any interruption or reduction permitted under this Article ~~9.6.2:~~9.6.2:

~~5.4.2.1~~9.6.2.1—The interruption or reduction shall continue only for so long as reasonably necessary to: (a) protect its facilities from physical damage or to prevent injury or damage to persons or property under Good Utility Practice; or (b) comply with Applicable Reliability Standards;

~~5.4.2.2~~9.6.2.2—Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all ~~generating~~transmission facilities directly connected to that part of the New York State Transmission System owned by Connecting Transmission Owner or RG&E;

~~5.4.2.3~~9.6.2.3—When the interruption or reduction must be made under circumstances which do not allow for advance notice, ~~NYISO or~~ Connecting Transmission Owner or RG&E, as applicable, shall notify ~~Developer~~the other Party by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

~~5.4.2.4~~9.6.2.4—Except during the existence of an Emergency State, when the interruption or reduction can be scheduled without advance notice, ~~NYISO or~~ Connecting Transmission Owner or RG&E, as applicable, shall notify ~~Developer~~the other Party in advance regarding the timing of such scheduling and further notify ~~Developer~~RG&E of the expected duration. ~~NYISO or~~ Connecting Transmission Owner and RG&E, as applicable, shall coordinate

with ~~each~~the other ~~and the Developer~~Party using Good Utility Practice to schedule the interruption or reduction during periods of least impact to ~~the Developer, the Connecting Transmission Owner~~both Parties and the New York State Transmission System; and

~~5.4.2.5~~9.6.2.5—The Parties shall cooperate and coordinate with each other and the NYISO to the extent necessary in order to restore the ~~Large-Generating~~Transmission Facility, Attachment Facilities, and the New York State Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice, and in accordance with the directives of the NYISO.

~~4.2.5~~ — Under-/Frequency and Over Frequency Conditions.

~~5.4.3~~9.6.3 The New York State Transmission System is designed to automatically activate a load-shed program as required by the NPCC in the event of an under-frequency system disturbance. ~~Developer~~To the extent that such an obligation is applicable to RG&E, RG&E shall implement under-/frequency and over-frequency relay set points for the ~~Large-Generating~~Transmission Facility as required by the NPCC to ensure “ride through” capability of the New York State Transmission System. ~~Large-Generating~~Transmission Facility response to frequency deviations of predetermined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with ~~the NYISO and Connecting Transmission Owner~~ and the NYISO in accordance with Good Utility Practice. The term “ride through” as used herein shall mean the ability of ~~a-Generating~~the Transmission Facility to stay connected to and synchronized with the New York State Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and with NPCC ~~Regional Reliability Reference Directory # 12, or its successor~~criteria A-3.

~~5.4.4~~9.6.4 — System Protection and Other Control Requirements.

~~5.4.4.1~~9.6.4.1 — System Protection Facilities. ~~Developer~~RG&E shall, at its expense, install, operate and maintain System Protection Facilities as a part of the ~~Large-Generating~~Transmission Facility or ~~Developer’s~~RG&E Attachment Facilities. Connecting Transmission Owner shall install at ~~Developer’s~~RG&E’s expense any System Protection Facilities that may be required on the Connecting Transmission ~~Owner’s~~Owner Attachment Facilities or the New York State Transmission System as a result of the interconnection of the ~~Large-Generating~~Transmission Facility and ~~Developer’s~~RG&E Attachment Facilities.

~~5.4.4.2~~9.6.4.2—The protection facilities of both ~~the Developer~~RG&E and Connecting Transmission Owner shall be designed and coordinated with other systems in accordance with Good Utility Practice and Applicable Reliability Standards.

~~5.4.4.3~~9.6.4.3—~~The Developer~~RG&E and Connecting Transmission Owner shall each be responsible for protection of its respective facilities consistent with Good Utility Practice and Applicable Reliability Standards.

~~5.4.4.4~~9.6.4.4—The protective relay design of ~~the Developer~~RG&E and Connecting Transmission Owner shall each incorporate the necessary test switches to perform the tests required in Article ~~6~~6 of this Agreement. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of ~~the Developer's~~Large Generating FacilityRG&E's Transmission Facility, or Connecting Transmission Owner Attachment Facilities.

~~5.4.4.5~~9.6.4.5—~~The Developer~~RG&E and Connecting Transmission Owner will each test, operate and maintain System Protection Facilities in accordance with Good Utility Practice, ~~NERC~~ and NPCC criteria.

~~5.4.4.6~~9.6.4.6—Prior to ~~the In-Service Date, and again prior to the~~ Commercial Operation Date, ~~the Developer~~RG&E and Connecting Transmission Owner shall each perform, or their agents shall perform, a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, ~~the Developer~~RG&E and Connecting Transmission Owner shall each perform both calibration and functional trip tests of ~~its~~the System Protection Facilities in a manner and at intervals consistent with Connecting Transmission Owner's standard practice for performing such tests. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

~~5.4.5~~9.6.5 **Requirements for Protection.**

In compliance with NPCC requirements and Good Utility Practice, ~~Developer~~each Party shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the ~~Large-Generating~~Transmission Facility to any short circuit occurring on the New York State Transmission System not otherwise isolated by ~~Connecting Transmission Owner's~~the other Party's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New York State Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the ~~Large~~GeneratingTransmission Facility and the New York State Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of ~~the~~DeveloperRG&E and Connecting Transmission Owner. ~~Developer shall be responsible for~~

~~protection of the Large Generating Facility and Developer's other equipment from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, and generator loss of field. Developer~~RG&E shall be solely responsible to disconnect the ~~Large Generating~~Transmission Facility and ~~Developer's~~RG&E's other equipment if conditions on the New York State Transmission System could adversely affect the ~~Large Generating~~Transmission Facility.

5.4.69.6.6 Power Quality.

Neither the facilities of ~~Developer~~RG&E nor the facilities of Connecting Transmission Owner shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

5.59.7 Switching and Tagging Rules.

~~The Developer~~RG&E and Connecting Transmission Owner shall each provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a nondiscriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

5.69.8 Use of Attachment Facilities by Third Parties.

5.6.19.8.1 Purpose of Attachment Facilities.

____ Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Attachment Facilities shall be constructed for the sole purpose ~~of interconnecting the Large Generating Facility to the New York State Transmission System and shall be used for no other purpose.~~as described herein.

9.8.2 Third Party Users.

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Connecting Transmission Owner's Attachment Facilities, or any part thereof, ~~Developer~~RG&E will be entitled to compensation for the capital expenses it incurred in connection with the Attachment Facilities based upon the pro rata use of the Attachment Facilities by Connecting Transmission Owner, all third party users, and ~~Developer~~RG&E, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. -In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Attachment Facilities, will be allocated between ~~Developer~~RG&E and any third party users based upon the pro rata use of the Attachment Facilities by Connecting Transmission Owner, all

third party users, and ~~Developer~~ RG&E, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. -If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

5.79.9 **Disturbance Analysis Data Exchange.**

The Parties will cooperate with one another ~~and the NYISO~~ in the analysis of disturbances to either the ~~Large-Generating~~ Transmission Facility or the New York State Transmission System by gathering and providing access to any information relating to any disturbance, including information from disturbance recording equipment, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

~~4.3~~ Phasor Measurement Units

~~A Developer shall install and maintain, at its expense, phasor measurement units (“PMUs”) if it meets the following criteria: (1) completed a Class Year after Class Year 2017; and (2) proposes a new Large Facility that either (a) has a maximum net output equal to or greater than 100 MW or (b) requires, as Attachment Facilities or System Upgrade Facilities, a new substation of 230kV or above.~~

~~PMUs shall be installed on the Large Facility on the low side of the generator step-up transformer, unless it is a non-synchronous generation facility, in which case the PMUs shall be installed on the Developer side of the Point of Interconnection. The PMUs must be capable of performing phasor measurements at a minimum of 60 samples per second which are synchronized via a high-accuracy satellite clock. To the extent Developer installs similar quality equipment, such as relays or digital fault recorders, that can collect data at least at the same rate as PMUs and which data is synchronized via a high-accuracy satellite clock, such equipment would satisfy this requirement.~~

~~Developer shall be required to install and maintain, at its expense, PMU equipment which includes the communication circuit capable of carrying the PMU data to a local data concentrator, and then transporting the information continuously to the Connecting Transmission Owner and the NYISO; as well as store the PMU data locally for thirty days. Developer shall provide to Connecting Transmission Owner and the NYISO all necessary and requested information through the Connecting Transmission Owner’s and the NYISO’s synchrophasor system, including the following: (a) gross MW and MVAR measured at the Developer side of the generator step-up transformer (or, for a non-synchronous generation facility, to be measured at the Developer side of the Point of Interconnection); (b) generator terminal voltage and current magnitudes and angles; (c) generator terminal frequency and frequency rate of change; and (d) generator field voltage and current, where available; and (e) breaker status, if available. The Connecting Transmission Owner will provide for the ongoing support and maintenance of the network communications linking the data concentrator to the Connecting Transmission Owner and the NYISO, consistent with ISO Procedures detailing the obligations related to SCADA data.~~

~~Article 5.~~ Maintenance

~~5.1~~ Connecting Transmission Owner Obligations.

~~Connecting Transmission Owner shall maintain its transmission facilities and Attachment Facilities in a safe and reliable manner and in accordance with this Agreement.~~

~~5.2~~ Developer Obligations.

ARTICLE 10. ~~Developer shall maintain its Large Generating Facility and~~ MAINTENANCE

10.1 Connecting Transmission Owner Obligations.

Connecting Transmission Owner shall maintain the Connecting Transmission Owner Attachment Facilities in a safe and reliable manner and in accordance with this Agreement.

10.2 RG&E Obligations.

RG&E shall maintain its Transmission Facility and the RG&E Attachment Facilities in a safe and reliable manner and in accordance with this Agreement.

~~5.8~~10.3 Coordination.

~~The Developer~~RG&E and Connecting Transmission Owner shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the ~~Large Generating~~Transmission Facility and the Attachment Facilities. ~~The Developer~~As required by Applicable Laws and Regulations, RG&E and Connecting Transmission Owner shall keep NYISO fully informed of the preventive and corrective maintenance that is planned, and shall schedule all such maintenance in accordance with NYISO procedures.

~~5.9~~10.4 Secondary Systems.

~~The Developer~~RG&E and Connecting Transmission Owner shall each cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of ~~Developer~~RG&E or Connecting Transmission Owner's facilities and equipment which may reasonably be expected to impact the other Party. ~~The Developer~~RG&E and Connecting Transmission Owner shall each provide advance notice to the other Party, ~~and to NYISO,~~ before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

~~5.10~~10.5 Operating and Maintenance Expenses.

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing

interconnection or transmission service to a third party and such third party pays for such expenses, ~~Developer~~RG&E shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing ~~Developer's~~RG&E Attachment Facilities; and (2) operation, maintenance, repair and replacement of Connecting Transmission ~~Owner's~~Owner Attachment Facilities. The Connecting Transmission Owner shall be entitled to the recovery of incremental operating and maintenance expenses that it incurs associated with ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades if and to the extent provided for under Attachment S to the ISO OATT.~~

Article 6.—Performance Obligation

Developer's ARTICLE 11. PERFORMANCE OBLIGATION

5.111.1 RG&E Attachment Facilities.

~~Developer~~RG&E shall design, procure, construct, install, own and/or control ~~the Developer's~~RG&E Attachment Facilities described in Appendix A hereto, at its sole expense.

5.1211.2 Connecting Transmission ~~Owner's~~Owner Attachment Facilities.

Connecting Transmission Owner shall design, procure, construct, install, own and/or control the Connecting Transmission ~~Owner's~~Owner Attachment Facilities described in Appendix A hereto, at the sole expense of ~~the Developer~~RG&E.

5.1311.3 ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades.~~

~~Connecting Transmission Owner shall~~Upon mutual agreement of the Parties, RG&E may design, procure, construct, install, and own the ~~System~~Stand-Alone Network Upgrade Facilities ~~and System Deliverability Upgrades~~ described in Appendix A hereto. ~~The responsibility of the Developer for costs related to System, at its own expense.~~ RG&E shall design, procure, construct, and install the Network Upgrade Facilities ~~and System Deliverability Upgrades shall be determined~~described in accordance with the provisions of Attachment S to the ISO OATTAppendix A hereto, at RG&E's expense.

5.1411.4 Special Provisions for Affected Systems.

For the re-payment of amounts advanced to Affected System Operator for ~~System~~Network Upgrade Facilities ~~or System Deliverability Upgrades, the Developer, RG&E~~ and Affected System Operator shall enter into an agreement that provides for such re-payment; ~~but only if responsibility for the cost of such System Upgrade Facilities or System Deliverability Upgrades is not to be allocated in accordance with Attachment S to the ISO OATT.~~ The agreement shall specify the terms governing payments to be made by ~~the Developer~~RG&E to the Affected System Operator as well as the re-payment by the Affected System Operator.

5.1511.5 Provision of Security.

At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Connecting Transmission ~~Owner's~~Owner Attachment Facilities, ~~Developer~~ or Network Upgrade Facilities, RG&E shall provide Connecting Transmission Owner, at ~~Developer's~~RG&E's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Connecting Transmission Owner and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article ~~14.2.1~~14.2.1 of this Agreement. Such security for payment shall be in an amount sufficient to cover the cost for ~~the Developer's~~RG&E's share of constructing, procuring and installing the applicable portion of Connecting Transmission ~~Owner's~~Owner Attachment Facilities or Network Upgrade Facilities, and shall be reduced on a dollar-for-dollar basis for payments made to Connecting Transmission Owner for these purposes.

In addition:

~~5.15.1~~11.5.1 ~~11.5.1~~—The guarantee must be made by an entity that meets the commercially reasonable creditworthiness requirements of Connecting Transmission Owner, and contains terms and conditions that guarantee payment of any amount that may be due from ~~Developer~~RG&E, up to an agreed ~~to~~ maximum amount.

~~5.15.2~~11.5.2 ~~11.5.2~~—The letter of credit must be issued by a financial institution reasonably acceptable to Connecting Transmission Owner and must specify a reasonable expiration date.

~~5.15.3~~11.5.3 ~~11.5.3~~—The surety bond must be issued by an insurer reasonably acceptable to Connecting Transmission Owner and must specify a reasonable expiration date.

~~11.5.4—Attachment S to the ISO-OATT shall govern the Security that Developer provides for System Upgrade Facilities and System Deliverability Upgrades.~~

5.1611.6 ~~Developer~~RG&E Compensation for Emergency Services.

If, during an Emergency State, ~~the Developer~~RG&E provides services at the request or direction of the NYISO or Connecting Transmission Owner, ~~the Developer~~RG&E will be compensated for such services in accordance with the ~~NYISO~~ Services Tariff.

5.1711.7 Line Outage Costs.

Notwithstanding anything in ~~the ISO-OATT~~Applicable Laws and Regulations to the contrary, ~~the~~ Connecting Transmission Owner may propose to recover line outage costs

associated with the installation of Connecting Transmission ~~Owner's~~Owner Attachment Facilities or ~~System~~Network Upgrade Facilities ~~or System Deliverability Upgrades~~ on a case-~~-~~by-~~-~~case basis.

~~ARTICLE 6.~~ARTICLE 12. INVOICE

~~6.1~~12.1 General.

~~The Developer~~RG&E and Connecting Transmission Owner shall each submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. ~~The Developer~~RG&E and Connecting Transmission Owner may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts one Party owes to the other Party under this Agreement, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party. The allocation of any costs, expenses, or charges to either RG&E or Connecting Transmission Owner under this Agreement shall not in any way limit the right of RG&E or Connecting Transmission Owner to collect such costs or charges in rates approved by the appropriate Governmental Authority.

~~6.1~~ ~~Final Invoice.~~

~~Within six months after completion of the construction of the Connecting Transmission Owner's Attachment Facilities and the System Upgrade Facilities and System Deliverability Upgrades, Connecting Transmission Owner shall provide an invoice of the final cost of the construction of the Connecting Transmission Owner's Attachment Facilities and the System Upgrade Facilities and System Deliverability Upgrades, determined in accordance with Attachment S to the ISO OATT, and shall set forth such costs in sufficient detail to enable Developer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Connecting Transmission Owner shall refund to Developer any amount by which the actual payment by Developer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.~~

12.2 [Reserved]

~~6.2~~12.3 Payment.

Invoices shall be rendered to the paying Party at the address specified in Appendix F hereto. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices will not constitute a waiver of any rights or claims the paying Party may have under this Agreement.

6.312.4 Disputes.

In the event of a billing dispute between Connecting Transmission Owner and ~~Developer~~RG&E, Connecting Transmission Owner shall continue to perform under this Agreement as long as ~~Developer~~RG&E: (i) continues to make all payments not in dispute; and (ii) pays to Connecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If ~~Developer~~RG&E fails to meet these two requirements for continuation of service, then Connecting Transmission Owner may provide notice to ~~Developer~~RG&E of a Default pursuant to Article ~~17.17~~. Billing disputes shall be subject to resolution in accordance with Article 27. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's Regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

~~ARTICLE 7~~ARTICLE 13. EMERGENCIES

7.113.1 Obligations.

Each Party shall comply with the Emergency State procedures of NYISO, the applicable Reliability Councils, Applicable Laws and Regulations, and any emergency procedures agreed to by the NYISO Operating Committee.

7.213.2 Notice.

~~NYISO or, as applicable,~~ Connecting Transmission Owner shall notify ~~Developer~~RG&E promptly when it becomes aware of an Emergency State that affects the Connecting Transmission ~~Owner's~~Owner Attachment Facilities or the New York State Transmission System that may reasonably be expected to affect ~~Developer's~~RG&E's operation of the ~~Large~~GeneratingTransmission Facility

or the ~~Developer's~~RG&E Attachment Facilities. ~~Developer~~RG&E shall notify ~~NYISO and~~ Connecting Transmission Owner promptly when it becomes aware of an Emergency State that affects the ~~Large-Generating-Transmission~~ Facility or the ~~Developer's~~RG&E Attachment Facilities that may reasonably be expected to affect the New York State Transmission System or the Connecting Transmission ~~Owner's~~Owner Attachment Facilities. To the extent information is known, the notification shall describe the Emergency State, the extent of the damage or deficiency, the expected effect on the operation of ~~Developer's~~RG&E's or Connecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

7.313.3 Immediate Action.

Unless, in ~~Developer's~~ RG&E's reasonable judgment, immediate action is required, ~~Developer~~ RG&E shall obtain the consent of Connecting Transmission Owner, such consent not to be unreasonably withheld, prior to performing any manual switching operations at the ~~Large Generating~~ Transmission Facility or ~~the Developer's~~ RG&E Attachment Facilities in response to an Emergency State either declared by NYISO, Connecting Transmission Owner or otherwise regarding New York State Transmission System. Unless, in Connecting Transmission Owner's reasonable judgment, immediate action is required, Connecting Transmission Owner shall obtain the consent of RG&E, such consent not to be unreasonably withheld, prior to performing any manual switching operations at the Connection Transmission Owner Attachment Facilities in response to an Emergency State either declared by NYISO, Connecting Transmission Owner, or otherwise regarding the New York State Transmission System.

7.413.4 NYISO and Connecting Transmission Owner Authority.

7.4.113.4.1 — General.

~~NYISO or~~ Connecting Transmission Owner may take whatever actions with regard to the New York State Transmission System or the Connecting Transmission ~~Owner's~~ Owner Attachment Facilities it deems necessary during an Emergency State in order to (i) preserve public health and safety, (ii) preserve the reliability of the New York State Transmission System or the Connecting Transmission ~~Owner's~~ Owner Attachment Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

~~NYISO and Connecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Developer's Attachment Facilities. NYISO or Connecting Transmission Owner may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency State by taking actions necessary and limited in scope to remedy the Emergency State, including, but not limited to, directing Developer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Developer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Developer's Attachment Facilities. Developer shall comply with all of the NYISO and Connecting Transmission Owner's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.~~

6.1.1 — Reduction and Disconnection.

~~NYISO or Connecting Transmission Owner may reduce [] Interconnection Service or disconnect the Large Generating Facility or the Developer's Attachment Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to an Emergency State. These rights are separate and distinct from any right of Curtailment of NYISO pursuant to the~~

~~ISO-OATT. When NYISO or Connecting Transmission Owner can schedule the reduction or disconnection in advance, NYISO or Connecting Transmission Owner shall notify Developer of the reasons, timing and expected duration of the reduction or disconnection. NYISO or Connecting Transmission Owner shall coordinate with the Developer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to the Developer and the New York State Transmission System. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Attachment Facilities, and the New York State Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.~~

~~7.5~~13.5 Developer RG&E Authority.

Consistent with Good Utility Practice and this Agreement, ~~the Developer~~RG&E may take whatever actions or inactions with regard to the ~~Large-Generating~~Transmission Facility or the ~~Developer's~~RG&E Attachment Facilities during an Emergency State in order to (i) preserve public health and safety, (ii) preserve the reliability of the ~~Large-Generating~~Transmission Facility or the ~~Developer's~~RG&E Attachment Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. ~~Developer~~RG&E shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New York State Transmission System and the Connecting Transmission ~~Owner's~~Owner Attachment Facilities. ~~NYISO and~~ Connecting Transmission Owner shall use Reasonable Efforts to assist ~~Developer~~RG&E in such actions.

~~7.6~~13.6 Limited Liability.

Except as otherwise provided in Article ~~11.6~~11.6 of this Agreement, no Party shall be liable to another Party for any action it takes in responding to an Emergency State so long as such action is made in good faith and is consistent with Good Utility Practice and the NYISO Tariffs.

Article 7.— Regulatory Requirements And Governing Law

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

~~7.7~~14.1 Regulatory Requirements.

Each Party's obligations under this Agreement shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this Agreement shall require ~~Developer~~Connecting Transmission Owner or RG&E to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act ~~or~~, the Public Utility Holding Company Act of 2005 or the Public Utility Regulatory Policies Act of 1978, as amended.

~~7.8~~14.2 Governing Law.

~~7.8.1~~14.2.1 The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the ~~state~~State of New York, without regard to its conflicts of law principles.

~~7.8.2~~14.2.2 This Agreement is subject to all Applicable Laws and Regulations.

~~7.8.3~~14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any ~~laws~~law, orders, rules, or regulations of a Governmental Authority.

14.2.4 Each Party acknowledges and agrees that the provisions of Attachments S and Attachment X of the NYISO Open Access Transmission Tariff (“OATT”), including the cost-allocation rules and procedures applicable to Attachment Facilities as defined in the NYISO OATT, shall not be applicable to or binding upon the parties to this Agreement.

~~ARTICLE 8.~~ARTICLE 15. NOTICES

~~8.1~~15.1 General.

Unless otherwise provided in this Agreement, any notice, demand or request required or permitted to be given by a Party to the other Parties and any instrument required or permitted to be tendered or delivered by a Party in writing to the other Parties shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F hereto.

A Party may change the notice information in this Agreement by giving five (5) Business Days written notice prior to the effective date of the change.

~~8.2~~15.2 Billings and Payments.

Billings and payments shall be sent to the addresses set out in Appendix F hereto.

~~8.3~~15.3 Alternative Forms of Notice.

Any notice or request required or permitted to be given by a Party to the other Parties and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F hereto.

8.415.4 Operations and Maintenance Notice.

~~Developer~~ RG&E and Connecting Transmission Owner shall each notify the other Party; ~~and NYISO~~, in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles ~~9 and 10~~ 9 and 10 of this Agreement.

ARTICLE 16. FORCE MAJEURE

8.516.1 Force Majeure.

~~8.5.1~~ 16.1.1 ~~16.1~~—Economic hardship is not considered a Force Majeure event.

~~8.5.2~~ 16.1.2 ~~16.2~~—A Party shall not be responsible or liable, or deemed, in Default with respect to any obligation hereunder, (including obligations under Article 44 of this Agreement) , other than the obligation to pay money when due, to the extent the Party is prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

~~ARTICLE 9.~~ARTICLE 17. DEFAULT

17.1 —Default.

~~9.1.1~~17.1.1 General.

No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Parties. Upon a Breach, the non-~~Breaching~~ Breaching Parties shall give written notice of such to the Breaching Party. The Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

~~9.1.2~~17.1.2 —**Right to Terminate.**

If a Breach is not cured as provided in this Article ~~17,~~17, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Parties acting together shall thereafter have the right to declare a Default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

~~Article 8.—Indemnity, Consequential Damages And Insurance~~

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

~~9.2~~18.1 **Indemnity.**

Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and save harmless, as applicable, the other Parties (each an “Indemnified Party”) from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, the alleged violation of any Environmental Law, or the release or threatened release of any Hazardous Substance, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from (i) the Indemnified Party’s performance of its obligations under this Agreement on behalf of the Indemnifying Party, except in cases where the Indemnifying Party can demonstrate that the Loss of the Indemnified Party was caused by the gross negligence or intentional wrongdoing of the Indemnified Party or (ii) the violation by the Indemnifying Party of any Environmental Law or the release by the Indemnifying Party of any Hazardous Substance.

~~9.2.1~~18.1.1 —**Indemnified Party.**

If a Party is entitled to indemnification under this Article ~~18~~18 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article ~~18.1.3,~~18.1.3, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

~~9.2.2~~18.1.2 —**Indemnifying Party.**

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article ~~18,~~18, the amount owing to the ~~Indemnifying~~Indemnified Party shall be the amount of such Indemnified Party’s actual Loss, net of any insurance or other recovery.

~~9.2.3~~18.1.3 —Indemnity Procedures.

Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article ~~18.1~~18.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

Except as stated below, the Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

~~9.3~~18.2 No Consequential Damages.

Other than the ~~liquidated damages heretofore described and the~~ indemnity obligations set forth in Article ~~18.1~~18.1, in no event shall any Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under separate agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

9.418.3 Insurance.

~~Developer~~ RG&E and Connecting Transmission Owner shall each, at its own expense, ~~procure and~~ maintain in force throughout the period of this Agreement, and until released by the other Parties, the following minimum insurance coverages, with ~~insurance companies licensed~~ insurers authorized to ~~write insurance or approved eligible surplus lines carriers do business~~ in the state of New York ~~with a minimum A.M. Best rating of A or better for financial strength, and an A.M. Best financial size category of VIII or better:~~

~~9.4.1~~ 18.3.1 —Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of New York State.

~~9.4.2~~ 18.3.2 —Commercial General Liability (~~"CGL"~~) Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available ~~using Insurance Services Office, Inc. Commercial General Liability Coverage ("ISO CG") Form CG 00 01 04 13 or and a form equivalent to or better than CG 00 01 04 13~~ cross liability endorsement, with minimum limits of ~~Two~~ Five Million Dollars (\$~~25~~,000,000) per occurrence ~~and Two~~ Five Million Dollars (\$~~25~~,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

~~9.4.3~~ 18.3.3 —Comprehensive Automobile Liability Insurance for coverage of owned and non-~~owned~~ and hired vehicles, trailers or semi-~~trailers~~ designed for travel on public roads, with a minimum, combined single limit of ~~One~~ Five Million Dollars (\$~~15~~,000,000) per occurrence for bodily injury, including death, and property damage.

~~8.1.1~~ —~~If applicable, the~~ Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance ~~policies should include contractual liability for work in connection with constructions or demolition work on or within 50 feet of a railroad, or a separate Railroad Protective Liability Policy should be provided.~~

~~9.4.4~~ 18.3.4 —~~Excess Liability Insurance over and above the Employers' Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverages~~ coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence ~~and~~ Twenty Million Dollars (\$20,000,000) aggregate. ~~The Excess policies should contain the same extensions listed under the Primary policies.~~

9.4.518.3.5 —The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies of ~~Developer~~RG&E and Connecting Transmission Owner shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees (“Other Party Group”) as additional ~~insureds using ISO CG Endorsements: CG 20 33 04 13, and CG 20 37 04 13 or CG 20 10 04 13 and CG 20 37 04 13 or equivalent to or better forms.~~insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) Calendar days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

9.4.618.3.6 —The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and ~~non-contributory.~~Developer shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer’s liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. RG&E and Connecting Transmission Owner shall each be responsible for its respective deductibles or retentions.

~~9.4.7~~18.3.7 —The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for ~~at least three (3)~~two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by ~~the Developer~~RG&E and Connecting Transmission Owner.

~~8.1.2~~ —If applicable, Pollution Liability Insurance in an amount no less than \$7,500,000 per occurrence and \$7,500,000 in the aggregate. The policy will provide coverage for claims resulting from pollution or other environmental impairment arising out of or in connection with work performed on the premises by the other party, its contractors and and/or subcontractors. Such insurance is to include coverage for, but not be limited to, cleanup, third party bodily injury and property damage and remediation and will be written on an occurrence basis. The policy shall name the Other Party Group as additional insureds, be primary and contain a waiver of subrogation.

~~9.4.8~~18.3.8 —The requirements contained herein as to the types and limits of all insurance to be maintained by ~~the Developer~~RG&E and Connecting Transmission Owner are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by those Parties under this Agreement.

~~9.4.9~~18.3.9 —Within ~~[insert term stipulated by the Parties]~~ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, DeveloperRG&E and Connecting Transmission Owner shall provide ~~certificate~~certification of ~~insurance for~~ all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

~~9.4.10~~18.3.10 —Notwithstanding the foregoing, DeveloperRG&E and Connecting Transmission Owner may each self-insure to meet the minimum insurance requirements of Articles ~~18.3.1~~18.3.2 through ~~18.3.9~~18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.1 through 18.3.9. In the event that a Party is permitted to self insure pursuant to this Article 18.3.10, it shall notify the other Party that it meets the requirements to self insure and that its self insurance program meets the minimum insurance requirements in a manner consistent with that specified in Articles 18.3.1 through 18.3.9 and provide evidence of such coverages. insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.~~21 through 18.3.9~~2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall notify the other Party that it

meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

~~9.4.11~~18.3.11 — ~~Developer~~RG&E and Connecting Transmission Owner agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

~~8.1.3~~ — ~~Subcontractors of each party must maintain the same insurance requirements stated under Articles 18.3.1 through 18.3.9 and comply with the Additional Insured requirements herein. In addition, their policies must state that they are primary and non-contributory and contain a waiver of subrogation.~~

ARTICLE 19. ASSIGNMENT

9.519.1 Assignment.

This Agreement may be assigned by a Party only with the written consent of the other ~~Parties~~Party; provided that a Party may assign this Agreement without the consent of the other ~~Parties~~Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; provided further that a Party may assign this Agreement without the consent of the other ~~Parties~~Party in connection with the sale, merger, restructuring, or transfer of a substantial portion or all of its assets, including the Attachment Facilities it owns, so long as the assignee in such a transaction directly assumes in writing all rights, duties and obligations arising under this Agreement; and provided further that ~~the Developer~~RG&E shall have the right to assign this Agreement, without the consent of ~~the NYISO or~~ Connecting Transmission Owner, for collateral security purposes to aid in providing financing for the ~~Large-Generating~~Transmission Facility, provided that ~~the Developer~~RG&E will promptly notify ~~the NYISO and~~ Connecting Transmission Owner of any such assignment. Any financing arrangement entered into by ~~the Developer~~RG&E pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify ~~the NYISO and~~ Connecting Transmission Owner of the date and particulars of any such exercise of assignment right(s) and will provide ~~the NYISO and~~ Connecting Transmission Owner with proof that it meets the requirements of Articles ~~11.5 and 18.3~~11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

9.620.1 Severability.

If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; ~~provided that if the Developer (or any third party, but only if such third party is not acting at the direction of the Connecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the rights and obligations of Developer and Connecting Transmission Owner shall be governed solely by the Standard Option (Article 5.1.1).~~

ARTICLE 21. COMPARABILITY

9.721.1 Comparability.

The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 9. — Confidentiality

ARTICLE 22. CONFIDENTIALITY

9.822.1 Confidentiality.

Certain information exchanged by the Parties during the term of this Agreement shall constitute confidential information (“Confidential Information”) and shall be subject to this Article ~~22.22~~.

If requested by a Party receiving information, the Party supplying the information shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

9.8.122.1.1 — Term.

During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article ~~22.22~~, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

~~9.8.2~~22.1.2 — Confidential Information.

The following shall constitute Confidential Information: ~~(1)~~ any non-public information that is treated as confidential by the disclosing Party and which the disclosing Party identifies as Confidential Information in writing at the time, or promptly after the time, of disclosure; ~~or (2) information designated as Confidential Information by the NYISO Code of Conduct contained in Attachment F to the ISO OATT.~~

~~9.8.3~~22.1.3 — Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is required, in accordance with Article ~~22.1.8~~22.1.8 of this Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required ~~to be disclosed~~ by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

~~9.8.4~~22.1.4 — Release of Confidential Information.

No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by FERC Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be considering providing financing to or equity participation with ~~Developer~~RG&E, or to potential purchasers or assignees of a Party, on a need-to-know basis in connection with this Agreement, unless such person has first been advised of the confidentiality provisions of this Article ~~22.22~~ and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article ~~22.22~~.

~~9.8.5~~22.1.5 — Rights.

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Parties of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.8.6~~22.1.6~~ —No Warranties.

By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Parties nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.8.7~~22.1.7~~ —Standard of Care.

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements, including the ~~ISO~~ NYISO OATT and NYISO ~~Services~~ Service Tariff. ~~The NYISO shall, in all cases, treat the information it receives in accordance with the requirements of Attachment F to the ISO OATT.~~

9.8.8~~22.1.8~~ —Order of Disclosure.

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, ~~(including compliance with applicable provisions of the New York Public Officers Law)~~, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.8.9~~22.1.9~~ —Termination of Agreement.

Upon termination of this Agreement for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Parties, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Parties) or return to the other Parties, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Parties pursuant to this Agreement.

9.8.10~~22.1.10~~ Remedies.

The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article ~~22.22~~. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article ~~22.22~~, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be

deemed an exclusive remedy for the Breach of this Article ~~22.22~~, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article ~~22.22~~.

~~9.8.11~~22.1.11 **Disclosure to FERC, its Staff, or a State.**

Notwithstanding anything in this Article ~~22.22~~ to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement ~~or the ISO OATT~~, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this Agreement prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Parties to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations. A Party shall not be liable for any losses, consequential or otherwise, resulting from that Party divulging Confidential Information pursuant to a FERC or state regulatory body request under this paragraph.

~~9.8.12~~22.1.12 **Required Notices Upon Requests or Demands for Confidential Information.**

Except as otherwise expressly provided herein, no Party shall disclose Confidential Information to any person not employed or retained by the Party possessing the Confidential Information, except to the extent disclosure is: (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement, ~~the ISO OATT or the NYISO Services Tariff.~~ Prior to any disclosures of a Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

~~Article 10. DEVELOPER AND CONNECTING TRANSMISSION OWNER
NOTICES OF Environmental Releases~~

ARTICLE 23. ~~Developer~~ ENVIRONMENTAL RELEASES

23.1 RG&E and Connecting Transmission Owner Notice.

Subject to reporting requirements that may be imposed on RG&E and Connecting Transmission Owner under Applicable Laws and Regulations, RG&E and Connecting Transmission Owner shall each notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the ~~Large-Generating Transmission~~ Facility or the Attachment Facilities, each of which may reasonably be expected to affect the other Party. ~~The~~Subject to reporting requirements that may be imposed on RG&E and Connecting Transmission Owner under Applicable Laws and Regulations, the notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

~~Article 11. Information Requirement~~

ARTICLE 24. INFORMATION REQUIREMENT

9.9~~24.1~~ Information Acquisition.

Connecting Transmission Owner and ~~Developer~~RG&E shall each submit specific information regarding the electrical characteristics of their respective facilities to the other, ~~and to NYISO,~~ as described below and in accordance with Applicable Reliability Standards.

9.10~~24.2~~ Information Submission by Connecting Transmission Owner.

The initial information submission by Connecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include New York State Transmission System information necessary to allow ~~the Developer~~RG&E to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by ~~the Developer and Connecting Transmission Owner. On a monthly basis Connecting Transmission Owner shall provide Developer and NYISO a status report on the construction and installation of Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.~~RG&E and Connecting Transmission Owner.

9.1124.3 Updated Information Submission by DeveloperRG&E.

The updated information submission by ~~the Developer~~RG&E, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. ~~Developer~~RG&E shall submit a completed copy of the ~~Large-Generating Transmission Facility data requirements contained in Appendix 1 to the Standard Large Facility Interconnection Procedures. It shall also include any additional information provided to Connecting Transmission Owner for the Interconnection Facilities Study.~~ Information in this submission shall be the most current ~~Large-Generating Transmission Facility design or expected performance data.~~ Information submitted for stability models shall be compatible with ~~applicable~~ NYISO standard models. If there is no compatible model, ~~the Developer~~RG&E will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If ~~the Developer's~~RG&E's data is different from what was originally provided to Connecting Transmission Owner ~~and NYISO pursuant to an Interconnection Study interconnection study undertaken in accordance with this Agreement among Connecting Transmission Owner, NYISO and Developer and this, and that~~ difference may be reasonably expected to affect the ~~other Parties' Connecting Transmission Owner's~~ facilities or the New York State Transmission System, ~~but does not require as determined by the Connecting Transmission Owner in consultation with the submission of a new Interconnection Request~~NYISO, then ~~NYISO~~the Parties will conduct ~~the~~ appropriate studies, ~~in coordination with NYISO if required,~~ to determine the impact on the New York State Transmission System based on ~~the~~ actual data submitted pursuant to this Article ~~24.3.24.3~~. Such studies will provide an estimate of any additional modifications to the New York State Transmission System, Connecting Transmission Owner's Attachment Facilities or ~~System~~Network Upgrade Facilities ~~or System Deliverability Upgrades~~ based on the actual data and a good faith estimate of the costs thereof. ~~The Developer~~RG&E shall not begin Trial Operation until such studies are completed. ~~The Developer~~RG&E shall be responsible for the cost of any modifications required by the actual data, including the cost of any required studies.

9.1224.4 Information Supplementation.

Prior to the Commercial Operation Date, ~~the Developer~~RG&E and Connecting Transmission Owner shall supplement their information submissions described above in this Article ~~24.24~~ with any and all "as-built" ~~Large-Generating Transmission Facility~~ information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. ~~The Developer~~RG&E shall conduct tests on the ~~Large-Generating Transmission Facility~~ as required by Good Utility Practice ~~such as an open circuit "step voltage" test on the Large-Generating Facility to verify proper operation of the Large-Generating Facility's automatic voltage regulator.~~

~~Unless otherwise agreed, the test conditions shall include: (1) Large-Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large-Generating Facility terminal voltage initiated by a change in the~~

~~voltage regulators reference voltage. Developer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to the Connecting Transmission Owner and NYISO for each individual generating unit in a station.~~

~~Subsequent to the Commercial Operation Date, the Developer shall provide Connecting Transmission Owner and~~Subsequent to the Commercial Operation Date, RG&E shall provide the Connecting Transmission Owner and the NYISO any information changes due to equipment replacement, repair, or adjustment. Connecting Transmission Owner shall provide the ~~Developer~~RG&E and ~~the~~ NYISO any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Connecting Transmission Owner substation that may affect ~~the Developer~~RG&E Attachment Facilities equipment ratings, protection or operating requirements. ~~The Developer~~RG&E and Connecting Transmission Owner shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

~~Article 12. Information Access and Audit Rights~~

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

~~9.13~~25.1 Information Access.

Each Party (“Disclosing Party”) shall make available to ~~another~~the other Party (“Requesting Party”) information that is in the possession of the Disclosing Party and is necessary in order for the Requesting Party to: (i) verify the costs incurred by the Disclosing Party for which the Requesting Party is responsible under this Agreement; and (ii) carry out its obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Article ~~25.1~~25.1 of this Agreement and to enforce their rights under this Agreement.

~~9.14~~25.2 Reporting of Non-Force Majeure Events.

Each Party (the “Notifying Party”) shall notify the other ~~Parties~~Party when the Notifying Party becomes aware of its inability to comply with the provisions of this Agreement for a reason other than a Force Majeure event: ~~(notice of which shall be governed by Section 16.1).~~ The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this Agreement.

9.15~~25.3~~ 25.3 Audit Rights.

Subject to the requirements of confidentiality under Article ~~22~~22 of this Agreement, each Party shall have the right, during normal business hours, and upon prior reasonable notice to ~~another~~the other Party, to audit at its own expense the other Party's accounts and records pertaining to the other Party's performance or satisfaction of its obligations under this Agreement. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, and each Party's actions in an Emergency State. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to the Party's performance and satisfaction of obligations under this Agreement. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article ~~25.4~~25.4 of this Agreement.

9.16~~25.4~~ 25.4 Audit Rights Periods.

9.16.1~~25.4.1~~ 25.4.1 Audit Rights Period for Construction-~~Related~~ Accounts and Records.

Accounts and records related to the design, engineering, procurement, and construction of Connecting Transmission ~~Owner's~~Owner Attachment Facilities and ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades~~ shall be subject to audit for a period of twenty-~~four~~ months following Connecting Transmission Owner's issuance of a final invoice in accordance with Article ~~12.2~~12.2 of this Agreement.

9.16.2~~25.4.2~~ 25.4.2 Audit Rights Period for All Other Accounts and Records.

Accounts and records related to a Party's performance or satisfaction of its obligations under this Agreement other than those described in Article ~~25.4~~25.4.1 of this Agreement shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-~~four~~ months after the event for which the audit is sought.

9.17~~25.5~~ 25.5 Audit Results.

If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 13. — Subcontractors

ARTICLE 26. SUBCONTRACTORS

9.1826.1 General.

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other ~~Parties~~Party for the performance of such subcontractor.

9.1926.2 Responsibility of Principal.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other ~~Parties~~Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall ~~the NYISO or~~ Connecting Transmission Owner be liable for the actions or inactions of ~~the Developer~~RG&E or its subcontractors with respect to obligations of ~~the Developer~~RG&E under Article ~~55~~ of this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

9.2026.3 No Limitation by Insurance.

The obligations under this Article ~~26~~26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 14. — Disputes

ARTICLE 27. DISPUTES

9.2127.1 Submission.

In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance (a "Dispute"), such Party shall provide the other ~~Parties~~Party with written notice of the Dispute ("Notice of Dispute"). Such Dispute shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other ~~Parties~~Party. In the event the designated representatives are unable to resolve the Dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other ~~Parties'~~Party's receipt of the Notice of Dispute, such Dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such Dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.

9.2227.2 External Arbitration Procedures.

Any arbitration initiated under this Agreement shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the Dispute to arbitration, each Party shall choose one arbitrator ~~who~~and those abritrators shall select a third arbitrator to sit on a three-~~member~~ arbitration panel. In each case, the arbitrator(s) shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article ~~27,27~~, the terms of this Article ~~27~~27 shall prevail.

9.2327.3 Arbitration Decisions.

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Attachment Facilities, ~~System~~or Network Upgrade Facilities,~~or System Deliverability Upgrades~~.

9.2427.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) ~~the cost~~one-half of the ~~arbitrator chosen by the Party to sit on the three member panel; or (2) one-third the cost of the~~cost of the single arbitrator jointly chosen by the Parties; or (2) the cost of the arbitrator chosen by a Party to sit on the three-member arbitration panel; and (3) one-half the cost of the third arbitrator chosen by the chosen by the other two arbitrators.

9.2527.5 Termination.

Notwithstanding the provisions of this Article ~~27,27~~, any Party may terminate this Agreement in accordance with its provisions or pursuant to an action at law or equity. The issue of whether such a termination is proper shall not be considered a ~~Dispute~~ hereunder.

~~Article 15. Representations, Warranties And Covenants~~

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

~~9.26.1~~28.1 **General.**

Each Party makes the following representations, warranties and covenants:

~~9.26.1~~28.1.1 **Good Standing.**

Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the ~~Large-Generating~~Transmission Facility, Attachment Facilities and ~~System~~Network Upgrade Facilities ~~and System Deliverability Upgrades~~, owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

~~9.26.2~~28.1.2 **Authority.**

Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

~~9.26.3~~28.1.3 **No Conflict.**

The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

~~9.26.4~~28.1.4 **Consent and Approval.**

Such Party has sought or obtained, or, in accordance with this Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

Article 16. Miscellaneous

ARTICLE 29. MISCELLANEOUS

9.2729.1 Binding Effect.

This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

9.2829.2 Conflicts.

If there is a discrepancy or conflict between or among the terms and conditions of this cover agreement and the Appendices hereto, the terms and conditions of this cover agreement shall be given precedence over the Appendices, except as otherwise expressly agreed to in writing by the Parties. Please note that the Appendices to this Agreement may contain management, design, interconnection, and operational procedures and criteria that are unique to the Connecting Transmission Owner or RG&E, or both. In the event of a conflict between the terms and conditions of an appendix and the remaining provisions of this Agreement, the appendix shall control

9.2929.3 Rules of Interpretation.

This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement, ~~or such Section to the Standard Large Facility Interconnection Procedures or such Appendix to the Standard Large Facility Interconnection Procedures,~~ as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

9.3029.4 Compliance.

Each Party shall perform its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, ~~the ISO-OATT~~ and Good Utility Practice. To the extent a Party is required or prevented or limited in taking any action by

such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement for its compliance therewith. When any Party becomes aware of such a situation, it shall notify the other Parties promptly so that the Parties can discuss the amendment to this Agreement that is appropriate under the circumstances.

9.3129.5 Joint and Several Obligations.

Except as otherwise stated herein, the obligations of ~~NYISO, Developer~~RG&E and Connecting Transmission Owner are several, and are neither joint nor joint and several.

9.3229.6 Entire Agreement.

This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. ~~There~~Except as provided in Article 2.1, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.3329.7 No Third Party Beneficiaries.

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and permitted their assigns.

9.3429.8 Waiver.

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. ~~Termination or Default of this Agreement for any reason by the Developer shall not constitute a waiver of the Developer's legal rights to obtain Capacity Resource Interconnection Service and Energy Resource Interconnection Service from the NYISO and Connecting Transmission Owner in accordance with the provisions of the ISO OATT.~~ Any waiver of this Agreement shall, if requested, be provided in writing.

9.3529.9 Headings.

The descriptive headings of the various Articles of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

9.3629.10 Multiple Counterparts.

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

9.3729.11 Amendment.

The Parties may by mutual agreement amend this Agreement, by a written instrument duly executed by all ~~three of~~ the Parties.

9.3829.12 Modification by the Parties.

The Parties may by mutual agreement amend the Appendices to this Agreement, by a written instrument duly executed by ~~all three of~~ the Parties. Such an amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.

9.3929.13 Reservation of Rights.

~~NYISO and~~ Connecting Transmission Owner and RG&E each shall have the right to make unilateral filings with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, ~~and Developer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder;~~ provided that each Party shall have the right to protest any such filing by ~~another~~ the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

9.4029.14 No Partnership.

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

9.4129.15 Other Transmission Rights.

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, or transmission congestion rights that ~~the Developer~~ RG&E shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the System Network Upgrade Facilities ~~and System Deliverability Upgrades.~~

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IN WITNESS WHEREOF, the Parties have executed this [LGIA Agreement](#) in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

New York Independent System Operator, Inc. _____

By: _____

Title: _____

Date: _____

[Insert Name of Connecting Transmission Owner]

By: _____

Title: _____

Date: _____

~~[Insert Name of Developer]~~

Rochester Gas and Electric Corporation

New York Power Authority

By: _____

By: _____

Carl Taylor

Philip Toia

Title: _____

Title: _____

President and Chief Executive Officer

Senior VP – Power Supply

Date: _____

Date: _____

By: — _____

Joe Syta

Title: — _____

NY VP, Controller & Treasurer

Date: _____

|

APPENDICES (

~~Appendix A~~

~~Attachment Facilities and System Upgrade Facilities~~

~~Appendix B~~

~~Milestones~~

~~Appendix C~~

~~Interconnection Details~~

~~Appendix D~~

~~Security Arrangements Details~~

~~Appendix E~~

~~Commercial Operation Date~~

~~Appendix F~~

~~Addresses for Delivery of Notices and Billings~~[contract](#))

[Please note that the Appendices to this Agreement may contain management, design, interconnection, and operational procedures and criteria that are unique to the Connecting Transmission Owner or RG&E, or both. In the event of a conflict between the terms and conditions of an appendix and the remaining provisions of this Agreement, the appendix shall control]

APPENDIX A

- ATTACHMENT FACILITIES ~~AND SYSTEM, NETWORK~~ UPGRADE FACILITIES AND TRANSMISSION FACILITY

MILEWOOD ROAD ACCESS ROAD

Milewood Road is an existing private road that runs between Tax ID Numbers 174.03-1-2 and 174.03-1-24 in the Town of Chili. RG&E will responsible for construction, maintenance and repair of Milewood Road and the Milewood Road access portion.

ACCESS ROAD THRU PROPERTY PREVIOUSLY OWNED BY JAYNES RIVERVIEW LLC

This access road runs thru the property previously owned by Jaynes Riverview, LLC, Tax ID Number 174.03-2-1.21, now owned by RG&E. This access road shall be maintained and repaired by RG&E.

A.1 ATTACHMENT FACILITIES:

1. RG&E Attachment Facilities:

~~(a)[insert Developer's Attachment Facilities]:~~

~~[insert RG&E Attachment Facilities are described as the facilities and equipment located between the Transmission Facility and the Points of Change of Ownership. This shall include but isn't limited to all associated 345 kV bus structures, conduit & cable required which comprise the four terminal structures within Station 255.~~

2. Connecting Transmission Owner Attachment Facilities

Connecting Transmission Owner Facilities are described as the facilities between the Point of Change of Ownership and the Point of Interconnection. The new Station 255 will be supplied by breaking the two existing NYPA 345kV transmission lines (SR1-39 and NR-2) and connecting them to the new substation. The Point of Interconnection will be located between SR1-39 structures NR1-70-1 and NR1-69-4 and line NR-2 structures NR2-70-1 and NR2-69-4.

The Point of Change of Ownership will be located at the insulator string connections at the four terminal structures located within Station 255. Reference Appendix VI for One-Line Diagram.

Pursuant to Article 5.1.2 of this Interconnection Agreement, RG&E has chosen the option to build the Connecting Owner’s Attachment Facilities~~†~~. RG&E will design and construct the Connecting Owner’s Attachment Facilities in accordance with NYPA design criteria, including applicable NERC Reliability Standards and NPCC Directories (including those NERC Standards and Directories in effect or approved at the time of construction and that will be applicable to Connecting Owner’s Attachment Facilities once they are placed in service).

System

a. Connecting Transmission Owner Attachment Facility Cost Estimate

The total estimated cost for the installation of the new and removal of the existing transmission facilities to make the inter-connection is \$8,332,323 in 2018 USD. For the detailed estimate see Appendix A.IV.

A.2 NETWORK UPGRADE FACILITIES:

1. RG&E Network Upgrade Facilities:

1.1 Station 80 – SP&C Upgrades

The purpose of this scope of work is to make the necessary additions to Station 80 as a part of the Rochester Area Reliability Project.

1.2 Line HR-1 (Station 255 to Station 80)– SP&C Upgrades

“Appendix A.2.1.1.2 of this Interconnection Agreement Contains Critical Energy Infrastructure Information -- Do Not Distribute to Unauthorized Individuals”

Existing Line “SR1-39,” will no longer be connected from Station 80 to the Kintigh substation and will now be connected to the new Station 255. The line segment between Kintigh and Station 255 will be renamed “SH1-39”. The line segment between Station 255 and Station 80 will be renamed, “HR-1.” Both System ‘A’ & ‘B’ line protection relays will be upgraded to SEL-411L and GE L90 relays and integrated into the communication system. SONET through JMUX (A) will be used as a primary communication channel for protection System ‘A.’ Direct fiber optic line over OPGW will be used for System ‘B’ relay communications. The two breakers protecting the line, 3502 & 3508, will have new SEL-451-5 relays installed in a new panel for

breaker control and System 'A' breaker failure. Breaker failure lockout relays will be housed in the existing 345kV control house. A SEL 2411 will be installed in each breaker to collect alarms. The existing wave trap and tuner will be removed from Phase B. Motor operator devices and SEL 2411 control relays for supervision will be installed for the following switches: 3501, 3503, 3505, 3507, and 3509.

1.3 Line HR-2 (Station 255 to Station 80) – SP&C Upgrades

Appendix A.2.1.1.3 of this Interconnection Agreement Contains Critical Energy Infrastructure Information -- Do Not Distribute to Unauthorized Individuals

Existing Line "NR-2," will no longer be connected from Station 80 to the Niagara station and will now be connected to the new Station 255. The line segment between Niagara Substation will be renamed "NH-2." The line segment between Station 255 to Station 80 will be renamed "HR-2." Both System 'A' & 'B' line protection relays will be upgraded to SEL-411L and GE L90 relays and integrated into the communication system. SONET through JMUX (A) will be used as a primary communication channel for protection System 'A.' Direct fiber optic line over OPGW will be used for System 'B' relay communications.

The two breakers protecting the line, 3402 & 3408, will have new SEL-451-5 relays installed in a new panel for breaker control and System 'A' breaker failure. Breaker failure lockout relays will be housed in the existing 345kV control house. A SEL 2411 will be installed in each breaker to collect alarms. The existing wave trap will be removed.

Motor operator devices and SEL 2411 control relays for supervision will be installed for the following switches: 3401, 3403, 3405, 3407, and 3409.

1.4 Line 40 – SP&C Upgrades

Appendix A.2.1.1.4 of this Interconnection Agreement Contains Critical Energy Infrastructure Information -- Do Not Distribute to Unauthorized Individuals

New Line 40 will be installed in the 345kV Bay 4 spare terminal. Both System 'A' & 'B' line differentials will be provided by the existing relaying currently being utilized for stub-bus protection. Remote end communications will be added to the existing 'A' & 'B' relays (SEL-411L and GE-L90 respectively). SONET through JMUX (A) will be used as a primary communication channel for protection System 'A'. Direct fiber optic line over OPGW will be used for System 'B' relay communications.

All new SEL-2411 relays in the yard will be connected to the System 'A' GPS clock System and System 'B' RX5000 via Fiber Optic cable. The DC supply for breakers 3402, 3408, 3502, & 3508 will be removed from the old battery and sourced from the new 125VDC Battery and DC Distribution installed as part of GRTA. The AC supply for breakers 3402, 3408, 3502, & 3508 will sourced from the 208 VAC system that was installed in the new 345kV control house as part of GRTA. The AC supply for breaker 3402, 3408, 3502, & 3508 SEL-2411 enclosures and MOD 3501, 3503, 3507, 3509, 3401, 3403, 3407, & 3409 SEL-2411 enclosures will be sourced from the 208 VAC system that was installed in the new 345kV control house as part of GRTA. New runs of 'A' and 'B' cable trench will be installed in the vicinity of existing 345kV Bay 2 & 3.

1.5 Kintigh (NYSEG) - SP&C Upgrades

The scope of work is updates to the protection and control of existing line "SR1-39," which currently connects NYSEG's Kintigh substation (Somerset) to Station 80. This line will now connect Kintigh to the new Station 255, and be renamed to "SH1-39."

a. Protection and Communication Requirements

"Appendix A.2.1.1.5.a of this Interconnection Agreement Contains Critical Energy Infrastructure Information -- Do Not Distribute to Unauthorized Individuals"

Both System 'A' & 'B' line protection relays will be upgraded and integrated into the communication system accordingly.

- System 'A' relay: SEL-421 (SH1-39/21LA)
- System 'B' relay: GE L90 (SH1-39/21LB)

New System 'A' and System 'B' panels will be used for housing the new line protection relays.

- System 'A'
 - Panel 111: Line SH1-39 Protection
 - Panel 208: Bay control panel 345k Breaker 39/B112 & B33912
- System 'B'

- Panel 309: Line SH1-39 Protection

The two breakers protecting the line, B3/3912 & 39/B112, will have new relays installed in a new panel for breaker control and System ‘A’ breaker failure.

- B3/3912: SEL-451 (B3/3912/11KA)
- 39/B112: SEL-451 (39/B112/11KA)
- System B breaker backup protection
- GE-L90 (SH1-39/21LB)

New 95 switches for breakers B3/3912 & 39/B112 will also be installed in the new panel.

The existing outdoor control and protection cables will remain terminated at the existing breaker control panels. All signals for the new breaker control and line protection will interface to the yard via the existing breaker control panels. A new annunciator will be installed in order to display the new and existing alarms that are monitored by the existing Cybectec SMP RTU.

2. CONNECTING TRANSMISSION OWNER STAND ALONE NETWORK UPGRADE FACILITIES

1. Relocation of NYPA’s 345kV Lines SR1-39 and NR-2

The project will require a relocation of NYPA’s 345kV SR1-39 and NR-2 Lines. With the installation of Station 255 the line names of the existing lines between Niagara Station and Station 80 and Kintigh Station and Station 80 will be renamed as follows:

<u>Line Name</u>	<u>Official Station Name</u>	<u>Mnemonic</u>
<u>NH-2</u>	<u>Niagara to Station 255</u>	<u>Niagara to Henrietta</u>
<u>HR-2</u>	<u>Station 255 to Station 80</u>	<u>Henrietta to Rochester</u>
<u>SH 1-39</u>	<u>Kintigh to Station 255</u>	<u>Somerset to Henrietta</u>
<u>HR-1</u>	<u>Station 255 to Station 80</u>	<u>Henrietta to Rochester</u>

The structure types to be used for lines SH1-39 and NH-2 will include three-pole dead-end, H-frame & monopole structures indicated in Appendix A.I. Structures will be on average approximately 100 feet above ground, maintaining proper clearances to the ground. A reinforced concrete foundation will be used to support the steel poles. Depending on soils present,

foundations will either be reinforced concrete drilled caissons or vibratory caissons. The drilled caissons will range from about 6 to 12 feet in diameter and 10 to 50 feet in depth. The structures will be located to maintain the phase spacing required per NYPA's specifications and to maintain the route defined in Exhibit 109 to the Amended Joint Proposal (Appendix A.III).

The transfer of ownership to NYPA will be the insulator string connections at the four terminal structures located within Station 255.

2. Circuit Information

Appendix A.2.2 of this Interconnection Agreement Contains Critical Energy Infrastructure Information -- Do Not Distribute to Unauthorized Individuals

The new conductors for the rerouting of SH1-39 and NH-2 will match the existing conductor. Each circuit will utilize a bundle of 2-795 KCM ACSR 26/7 "Drake" conductors per phase that will provide a normal winter rating of 1591 MVA and winter Long Term Emergency rating of 1745 MVA.

The strain insulator design will consist of four strings comprised of 20-10 inch diameter B+S gray porcelain insulators. These insulators are class 52-5, ANSI rated, 30 kips per phase. For double redundancy rated, class 52-11, ANSI rated, 50 kips per phase will be used. The suspension insulator design will consist of two strings comprised of 18-10 inch diameter B+S gray porcelain insulators. These insulators are class 52-5, ANSI rated, 30 kips per phase.

The jumper loop insulator design will consist of one string comprised of 18-10 inch diameter B+S gray porcelain insulators. These insulators are class 52-5, ANSI rated, 30 kips per phase. The existing insulators on all Dead-End structures on these lines are Locke 52-5 (catalog number 30S255) with a NEMA rating of 30,000 pounds. The insulators used in the new configuration will meet or exceed the existing design. The shield wires will be 190.8 KCM ACSR 12/7 "Dorking" conductors.

3. Transmission Line Structures to be Retired

A total of four NYPA-owned lattice towers will be removed by RG&E at RG&E's cost in coordination with NYPA. Two existing lattice towers and all associated hardware and insulators will be removed from each of the NYPA 345kV lines SR1-39 and NR-2. The foundations associated with each of the lattice towers will be removed completely. The removal, disposal

and potential sale of any NYPA assets must be in compliance with NYPA's procedures and standards, including, but not limited to the New York State Public Authorities Law. Unless otherwise instructed by NYPA, RG&E shall, in coordination with NYPA, be responsible for the removal, disposal and sale of any NYPA assets. NYPA shall be paid the entire salvage value of any NYPA assets sold reduced only by the cost of removal for salvage. If costs of removal or disposal exceed the salvage value any and all removal or disposal costs shall be the responsibility of RG&E.

RG&E shall be responsible for restoration of the underlying real property to a condition suitable for agricultural use. Any soil or backfill imported for this purpose must meet the unrestricted use Soil Cleanup Objectives (6 NYCRR 375. Table 375-6.8). Imported soil should be organic in nature (top soil) to a grade suitable for agricultural use.

All excavated soil/drill cuttings will be inspected for odors and staining. If visual staining or odors are observed, the areas of suspected contamination will be screened for volatile organic compound vapors with a photoionization detector.

Impacted soils must be sampled, analyzed and disposed of at a NYPA approved facility. NYPA reserves the right to audit, inspect and perform its own testing to validate that the soil is suitable for recycling, ultimate end-use or disposition.

NYPA's Environmental, Health and Safety (EH&S) Division will confer with RG&E to establish, on a project/activity-specific basis, which 6 NYCRR 375 Soil Cleanup Objective Classification and/or NYSDEC CP-51 Supplemental Soil Cleanup Objectives parameters shall be applied to the proposed activity's imported "environmentally clean" soil and/or fill. This shall apply to any fill materials documented as coming from a source other than New York State Department of Transportation (NYSDOT) approved quarries and gravel/sand pits. RG&E shall document that fill materials originated from a NYSDOT approved quarry and/or gravel/sand pit.

For any fill materials being imported from a source other than NYSDOT approved quarries and gravel/sand pits, RG&E shall submit a certification letter, as defined by NYPA's EH&S on a project-specific basis, with supporting laboratory analysis demonstrating that the materials are environmentally clean. If laboratory analysis is not available, then RG&E shall collect and analyze representative samples of the material proposed for use on Authority

property, as specified in DEC's DER-10 Technical Guidance for Site Investigations and Remediation Table 5.4e(10) of fill/backfill proposed for use at the site and submit the laboratory results to the Project Sponsor and EH&S. Each sample shall be analyzed for the complete list of 6 NYCRR Part 375 and NYSDEC CP-51 Supplemental Soil Cleanup Objectives parameters to demonstrate that the soil complies with other requirements selected by EH&S and the Project Sponsor for environmentally clean soil/fill for the proposed activity.

The following existing lattice structures and all associated hardware will be removed by RG&E.

<u>LINE NUMBER</u>	<u>STRUCTURE NUMBER</u>
<u>SR1-39</u>	<u>69-5</u>
<u>SR1-39</u>	<u>69-6</u>
<u>NR-2</u>	<u>69-5</u>
<u>NR-2</u>	<u>69-6</u>

4. NIAGARA SUBSTATION

In order for line NH-2 to interface with the protection and communication scheme at Station 255, NYPA's Niagara Substation protection and communication systems need to be upgraded. The primary communication channel will be power line carrier which requires the addition of a wave trap and line CCVT. After equipment has been installed/upgraded by RGE, the transfer of ownership will include the wave trap, line CCVT, and protection and communication upgrades at the Niagara Substation. In addition to the power line carrier, NYPA will be installing OPGW, either before or after the power line carrier installation. The OPGW will ultimately be the primary communication channel once installed, but in the case where the power line carrier is installed prior to the OPGW, the power line carrier will need to be retired in place.

1. Site Development

No substation expansion is required.

2. Foundations

The foundations used will match the existing construction per drawings 8E-1100. Below is an estimate of the quantity needed for each foundation type.

- (3) 345kV CCVT/VT structure support foundation type “4F1”
- (1) 345kV Wave Trap structure support foundation type “4F1”
- Soil borings will be performed in the area where new foundations are required. Soil boring request needs to be coordinated between RG&E real estate and NYPA real estate to obtain a permit for the soil boring work. All NYPA requirements will be included in the permit. RG&E will include a drawing with the proposed locations in the permit application.

3. Grounding

- Niagara’s grounding grid study will be updated
- NYPA will provide existing grounding grid calculations
- NYPA will provide new short circuit conditions
- It is assumed that the copper taps can be made from the existing grid to the structures and equipment.

4. Conduit & Control Cable

- The existing conduit for the line CCVTs will be extended to the new CCVT location (to be confirmed during detailed engineering). Otherwise new conduit will be routed from new CCVT location to the NYPA Fan building.
- New control cable will be installed from the new CCVT location, run into the existing cable trench and into the lower level of the Fan Building and terminate in the termination cabinet.
- Shielded control cable is required in the 345kV yard.
- It is assumed that 2-2” Conduit and four cables are needed for “A” and “B” protection and AC for junction box heaters. Actual cable types, quantity and more accurate lengths will need to be determined during detailed engineering.

5. Major Equipment

- 345kV CCVT equipped with power line carrier
- (2) 345kV CCVTs without power line carrier.

- 345kV, 3000A Line Trap for phase B

6. Protection & Communication Requirements

NYPA, at the expense of RG&E, will perform installation of protection relay panels.

7. Structures

- Below is an estimate of the quantity of structures needed.
- (3) 345kV CCVT structures
- (1) 345kV Wave Trap structure
- Control House

The existing control house has adequate space for the replacement protection and communication equipment. No control house expansion is required.

Pursuant to Article 5.1.2 of this Interconnection Agreement, RG&E has chosen the option to build the Connecting Transmission Owner Stand Alone System Upgrade Facility. RG&E will design and construct the Connecting Transmission Owner Stand Alone System Upgrade Facility in accordance with NYPA design criteria, including applicable NERC Reliability Standards and NPCC Directories (including those NERC Standards and Directories in effect or approved at the time of construction and that will be applicable to Connecting Transmission Owner Stand Alone Network Upgrade Facilities once they are placed in service).

8. Connecting Transmission Owner Stand Alone System Upgrade Cost Estimate

The total estimated cost for the installation of the new and removal of the existing Connecting Transmission Owner Stand Alone System Upgrade Facility to make the interconnection is \$3,082,542 in 2018 USD. For the detailed estimate see Appendix A.V.

a. OPGW INSTALLATION ALTERNATE OPTION

NYPA has informed RGE of the potential of installing Optical Ground Wire (OPGW) onto NYPA's existing transmission circuits (Communications Backbone Program) including NR-2 (Niagara to Station 80). The OPGW will be installed at the top of the transmission circuit in place of the existing shield wire. OPGW has shielding around the fiber cables to help with lightning strikes (as shield wire would) and the fiber would aid NYPA with high-speed transmission of data. With the installation of OPGW, it would be a cleaner and more efficient approach than the use of the power line carrier system planned to be installed at Niagara. In the case the OPGW can be installed on NR-2 prior to the Niagara power line carrier construction, it would be utilized instead, and thus eliminate the need to have work completed for the installation of the power line carrier.

The cost of replacing/retiring the power line carrier with the OPGW will be addressed through a separate agreement.

A.3 TRANSMISSION FACILITY

The Transmission Facility is defined as the new 345kV-115kV substation known as RG&E Station 255 which is being constructed by RG&E as part of the Rochester Area Reliability Project ("RARP"). Station 255 will be located in the Town of Henrietta, County of Monroe between East River Road and the Genesee River. The Point of Interconnection is based on the submitted design for the RARP Segment III, as indicated on the Plan & Profile drawings in Appendix A.I.

1. Station 255/Henrietta (New Substation)

Station 255 will consist of a 345kV, 4 bay breaker and half arrangement with a total of five (5) 345kV transmission lines. Three (3) 345kV transmission lines to Station 80, NYPA's HR-1 and HR-2 and RG&E's Circuit 40. One (1) 345kV transmission line to NYSEG's Kintigh substation, NYPA's SH1-39. One (1) 345kV transmission line, NYPA's NH-2, to NYPA's Niagara substation, and two terminals for 345-115kV transformers. The 115kV portion of the substation will consist of a 2 bay breaker and a half arrangement with RG&E line 940 to Station 418, RG&E line 941 to Station 23 and two underground connections to the 345-115 kV

transformers. The Transmission Facility work at Station 255 shall include but is not limited to the design, procurement, construction, installation, and commissioning.

1. Site Development

The total project area within the fence line is approximately 12 acres, and is located in the Town of Henrietta, New York. The proposed substation yard is located approximately 1350 feet west of East River Road and 350 feet south of the existing NYPA transmission line. The yard is approximately 350 feet east of the Genesee River. The substation yard will be accessed by an approximately 1500 LF asphalt paved driveway from East River Road. The fenced substation yard is 1024' x 508' and is located in agricultural field with a wooded area covering the southeast corner of the yard.

- The lowest elevation of the yard is 556.0' (referenced to NAVD 1988) with a general 0.5% cross slope from east to west
- Asphalt pavement access driveway from East River Road
- Crushed stone yard and internal concrete access road
- Installation of new underground filter to meet NYSDEC storm water treatment requirements
- Installation of 2 oil/water secondary containment tanks with a combined storage capacity of a minimum of 130% of the largest volume of oil contained in a single transformer
- Installation of a closed storm drainage system including drainage manholes, catch basins, perforated and solid collection piping, and riprap outlet protection

a. Access Road to new RG&E Station 255

The conceptual location for the access road attempts to balance wetland impacts with the constraints presented by the existing NYPA lattice structures, the Empire State Pipeline, the topography and the right-of-way boundaries.

Considering the proposed width of this access road and the constraints listed above, the final alignment and resulting wetland impacts are depicted in Appendix A.1.

2. Foundations

Foundations will be required for major equipment and for structures. It is anticipated that the foundations for the 345 and 115kV yards will be designed in accordance with IUSA/Avangrid TM2.71.00 115KV & Above Reinforced Concrete Foundation Standards. The 34.kV foundation design will follow IUSA/Avangrid TM2.61.00 69KV & Below Reinforced Concrete Foundation Standard. The transformer foundation will be designed with an oil containment system in accordance with Avangrid standard TM 2.71.17 Substation Oil Containment. The new control house foundation will be designed in accordance with IUSA/Avangrid TM2.71.08.

3. Grounding

- A complete Ground grid will be designed per IUSA/Avangrid TM2.71.77, IEEE80, & IEEE81
- New equipment and steel structures will be connected to the ground grid per IUSA/Avangrid Technical Manual TM 2.71.77.
- The ground grid will be designed with WinIGS during detailed engineering.
- The WINIGS design will be verified by direct measurement using WINSGM after construction of the ground grid

4. Conduit

- An “A” and “B” trench/cable system will be installed for the 345kV,115kV, and 34.5kV systems in accordance with Avangrid standard TM 2.71.13 and requirements outlined by the NPCC.
- New “A” and “B” conduits from each breaker, motor-op switches, CCVTs and transformers will run into the “A” and “B” trench systems.
- Conduit fill calculations to be performed in accordance with NEC requirements

5. Major Equipment

- (2) 354/204Y- 118/68Y-34.5kV, 240/320/400//448 MVA (55//65 deg C) Auto-transformer connected Y-Y- Delta. Equipped with the following CTs
 - (1) 1200:2 on H2 345kV bushing

- (4) 2000:5MR on each 345kV bushing 1 - 3000:5 on X2 115kV bushing
 - (4) 3000:5MR on each 115kV bushing 2 - 600:5MR on the neutral bushing
 - (2) 2000:5MR on each 34.5kV bushing 2 - 2000:5MR on each 34.5kV Delta leg
- (11) 345kV, 3000A, 63kA Breakers, equipped w/ 2- 3000:5MR CTs per bushing 25 - 345kV, 4000A TPST, double-side break, motor-operated switches
- (5) 345kV 3000A, TPST, double-side break, motor-operated switches equipped w/ interlocked grounding switch
- (42) 345kV CCVTs (2 equipped with line tuner (LMU); 1 for the line SH1-39 to Kintigh and 1 for the line NH-2 to Niagara)
- (6) 345kV VTs for Metering (device used needs to be on the NY PSC approved list.) 6 - 345kV CTs for Metering (device used needs to be on the PSC approved list.) 21 - 345kV Station Class Surge Arresters- ratings: 276 kV /220kV MCOV
- (2) 345kV Line Trap for phase B on the line to Kintigh (SH1-39) and the line to Niagara NH-2)
- (6) 115kV, 3000A, 40kA Breakers, equipped w/ 2- 3000:5MR CTs per bushing 16 - 115kV, 3000A, vertical break Switches
- (24) 115kV CCVTs
- (24) 115kV Station Class Surge Arresters- ratings: 96 kV /76kV MCOV
- (2) 34.5kV, 1200A, 40kA Breakers, equipped w/ 2-1200:5MR CTs per bushing 4 - 34.5kV
- (4) 34.5 kV, 1200A center break, motor operated switches
- (18) 34.5kV Surge Arresters- ratings: 36 kV /29kV MCOV 2 - 34.5kV, 3ph Station Service Transformers (500 kVA)
- (6) 34.5 kV Voltage Transformers
- (2) 125 VDC, 800A-H Batteries , 200A chargers
- (2) SCADA Panels

- (1) Fiber Patch Panel 6 – Control Panels
- (14) Protection Panels
- (1) Revenue Metering Panel
- (6) Telecom Panels
- (1) Telecom Backboard
- (5) 125V DC Distribution Panels
- (1) 208/120V AC Power Switchboard
- (3) AC Wall mounted Distribution Boards
- (2) Fire Alarm Panels
- (1) Reserved IT Panel
- (2) Reserved Panel board

6. Protection and Communication Requirements

“Appendices A.3.6 of this Interconnection Agreement Contains Critical Energy Infrastructure Information -- Do Not Distribute to Unauthorized Individuals”

The control building will house the protective relay panels and control panels for 345kV system and the 115kV system. System ‘A’ and System ‘B’ relay panels will be installed in separate rooms of the control house separated by a fire wall. The protective relay panels and the control panels for the two voltage levels will be installed on opposite sides of the Control Building.

The following relays are used for bus and transformer protection:

<u>EQUIPMENT</u>	<u>SYSTEM ‘A’ RELAY</u>	<u>SYSTEM ‘B’ RELAY</u>
<u>345kV Bus Section 1</u>	<u>SEL-487B (B1-345/87BA)</u>	<u>GE-B30 (B1-345/87BB)</u>
<u>345kV Bus Section 2</u>	<u>SEL-487B (B2-345/87BA)</u>	<u>GE-B30 (B2-345/87BB)</u>

1 Transformer	SEL-487E (1T/87TA)	GE-T60 (1T/87TB)
2 Transformer	SEL-487E (2T/87TA)	GE-T60 (2T/87TB)
115kV Bus Section 1	SEL-487B (B1-115/87BA)	GE-B30 (B1-115/87BB)
115kV Bus Section 2	SEL-487B (B2-115/87BA)	GE-B30 (B2-115/87BB)

The following relays are used for bus and transformer protection:

<u>EQUIPMENT</u>	<u>SYSTEM 'A' RELAY</u>	<u>SYSTEM 'B' RELAY</u>
345kV Bus Section 1	SEL-487B (B1-345/87BA)	GE-B30 (B1-345/87BB)
345kV Bus Section 2	SEL-487B (B2-345/87BA)	GE-B30 (B2-345/87BB)
1 Transformer	SEL-487E (1T/87TA)	GE-T60 (1T/87TB)
2 Transformer	SEL-487E (2T/87TA)	GE-T60 (2T/87TB)
115kV Bus Section 1	SEL-487B (B1-115/87BA)	GE-B30 (B1-115/87BB)
115kV Bus Section 2	SEL-487B (B2-115/87BA)	GE-B30 (B2-115/87BB)

The following relays are used for protection of the 345kV lines:

<u>EQUIPMENT</u>	<u>SYSTEM 'A' RELAY</u>	<u>SYSTEM 'B' RELAY</u>
Line HR-1	SEL-411L (HR1/87LA)	GE L90 (HR1/87LB)
Line HR-2	SEL-411L (HR2/87LA)	GE L90 (HR2/87LB)
Line 40	SEL-411L (40/87LA)	GE L90 (40/87LB)
Line SH1-39	SEL-421 (SH1-39/21LA)	GE L90 (SH1- 39/21LB)
Line NH-2	GE-L90 (NH-2/87LA)	SEL 411L (NH-2/21LB)
	GARD8000 (NH-2/85LA)	GE JMUX

The following relays are used for protection of the 115kV lines to/from station 255:

<u>EQUIPMENT</u>	<u>SYSTEM 'A' RELAY</u>	<u>SYSTEM 'B' RELAY</u>
<u>Line 940</u>	<u>SEL-411L (940/87LA)</u>	<u>GE L90 (940/87LB)</u>
<u>Line 941</u>	<u>SEL-411L (941/87LA)</u>	<u>GE L90 (941/87LB)</u>

The following relays are used for breaker control and system 'A' breaker backup protection:

<u>345kV SYSTEM</u>	
<u>EQUIPMENT</u>	<u>RELAY</u>
<u>2T25582</u>	<u>SEL-451 (2T25582/11KA)</u>
<u>3208</u>	<u>SEL-451 (3208/11KA)</u>
<u>3214</u>	<u>SEL-451 (3214/11KA)</u>
<u>1T25582</u>	<u>SEL-451 (1T25582/11KA)</u>
<u>3608</u>	<u>SEL-451 (3608/11KA)</u>
<u>3614</u>	<u>SEL-451 (3614/11KA)</u>
<u>3702</u>	<u>SEL-451 (3702/11KA)</u>
<u>3708</u>	<u>SEL-451 (3708/11KA)</u>
<u>4012</u>	<u>SEL-451 (4012/11KA)</u>
<u>3822</u>	<u>SEL-451 (3822/11KA)</u>
<u>5X25582</u>	<u>SEL-451 (5X25582/11KA)</u>

<u>115kV SYSTEM</u>	
<u>EQUIPMENT</u>	<u>RELAY</u>
<u>94102</u>	<u>GE-B30</u>
<u>1T25572</u>	<u>(B1-115/87BB)</u>
<u>2T25572</u>	<u>GE-B30</u>
<u>94002</u>	<u>(B2-115/87BB)</u>
<u>3X25572</u>	<u>GE-L90</u>
<u>4X25572</u>	<u>(941/87LB)</u>
<u>1T25552</u>	<u>GE-C60 (1HSE/59NB)</u>
<u>2T25552</u>	<u>GE-C60 (2HSE/59NB)</u>
-	-
-	-
-	-

The following relays are used for system 'B' breaker backup protection:

<u>345kV SYSTEM</u>		<u>115kV SYSTEM</u>	
<u>EQUIPMENT</u>	<u>RELAY</u>	<u>EQUIPMENT</u>	<u>RELAY</u>
<u>2T25582</u>	<u>GE-B30 (B1-345/87BB)</u>	<u>94102</u>	<u>GE-B30 (B1-115/87BB)</u>
<u>1T25582</u>		<u>1T25572</u>	
<u>3702</u>		<u>2T25572</u>	<u>GE-B30 (B2-115/87BB)</u>
<u>3822</u>		<u>94002</u>	
<u>3214</u>	<u>GE-B30 (B2-345/87BB)</u>	<u>3X25572</u>	<u>GE-L90 (941/87LB)</u>
<u>3614</u>		<u>1T25552</u>	<u>GE-C60 (1HSE/59NB)</u>
<u>4012</u>		<u>2T25552</u>	<u>GE-C60 (2HSE/59NB)</u>
<u>5X25582</u>		-	-
<u>3208</u>	<u>GE-L90 (HR-1/87LB)</u>	-	-
<u>3608</u>	<u>GE-L90 (HR-2/87LB)</u>	-	-
<u>3708</u>	<u>GE-L90</u>	-	-

The following protective relay/control panel lineups are used:

<u>345kV SYSTEM 'A' PROTECTIVE RELAY PANELS</u>	
<u>PANEL NO.</u>	<u>APPLICATION</u>
<u>1</u>	<u>SCADA A Panel</u>
<u>2</u>	<u>Switch Panel</u>
<u>3</u>	<u>Fiber Patch Panel</u>
<u>4</u>	<u>345kV Busbar 1 & 2 Protection</u>
<u>5</u>	<u>1 Transformer Differential Protection & Tertiary Protection</u>
<u>6</u>	<u>2 Transformer Differential Protection & Tertiary Protection</u>
<u>7</u>	<u>3 Transformer Differential Protection (Future)</u>
<u>8</u>	<u>4 Transformer Differential Protection (Future)</u>
<u>9</u>	<u>Line SH1-39 & Line NH-2 Protection & Tone Equipment</u>
<u>10</u>	<u>Line HR-1, Line HR-2 & Line 40 Protection</u>

<u>11</u>	<u>345kV Line Protection (Future)</u>
<u>12</u>	<u>345kV Bay 1 Control Panel (Future)</u>
<u>13</u>	<u>345kV Bay 2 Control Panel</u>
<u>14</u>	<u>345kV Bay 3 Control Panel</u>
<u>15</u>	<u>345kV Bay 4 Control Panel</u>
<u>16</u>	<u>345kV Bay 5 Control Panel</u>

<u>345kV SYSTEM 'B' PROTECTIVE RELAY PANELS</u>	
<u>PANEL NO.</u>	<u>APPLICATION</u>
<u>21</u>	<u>SCADA B Panel</u>
<u>22</u>	<u>Switch Panel</u>
<u>23</u>	<u>Fiber Patch Panel (Fiber)</u>
<u>24</u>	<u>345kV Busbar 1 & 2 Protection</u>
<u>25</u>	<u>1 Transformer Differential Protection & Tertiary Protection</u>
<u>26</u>	<u>2 Transformer Differential Protection & Tertiary Protection</u>
<u>27</u>	<u>3 Transformer Differential Protection (Future)</u>
<u>28</u>	<u>4 Transformer Differential Protection (Future)</u>
<u>29</u>	<u>Line SH1-39 & Line NH-2 Protection</u>
<u>30</u>	<u>Line HR-1, Line HR-2 & Line 40 Protection</u>
<u>31</u>	<u>345kV Line Protection (Future)</u>

<u>115kV SYSTEM 'A' PROTECTIVE RELAY PANELS</u>	
<u>PANEL NO.</u>	<u>APPLICATION</u>
<u>41</u>	<u>115kV Busbar 1 & 2 Protection</u>
<u>42</u>	<u>Line 940 & Line 941 Protection</u>
<u>43</u>	<u>115kV Line Protection (Future)</u>

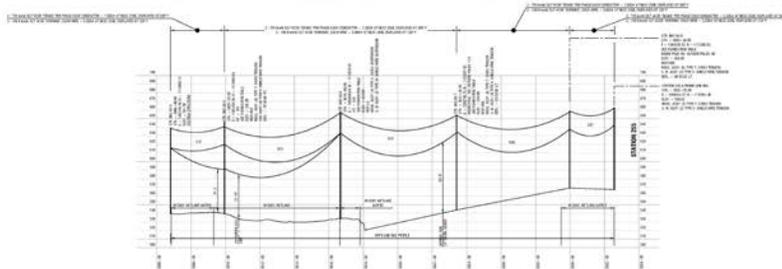
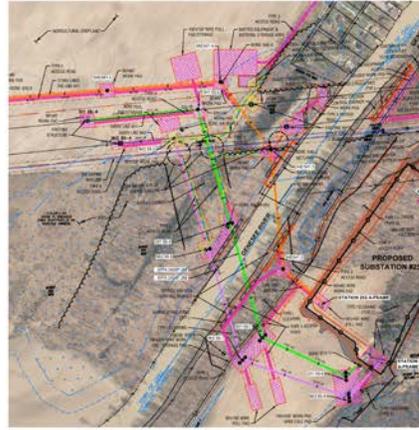
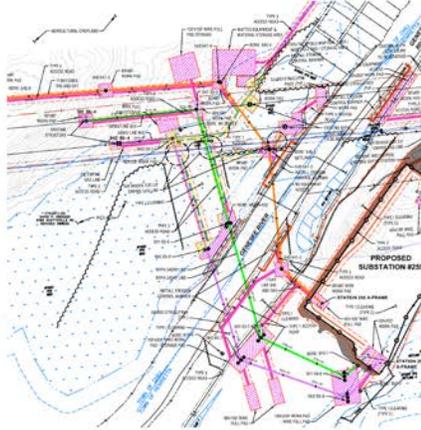
<u>115kV SYSTEM CONTROLS PANELS</u>	
<u>PANEL NO.</u>	<u>APPLICATION</u>
<u>44</u>	<u>115kV Bay 1 Control Panel (Future)</u>
<u>45</u>	<u>115kV Bay 2 Control Panel (Future)</u>
<u>46</u>	<u>115kV Bay 3 Control Panel</u>
<u>47</u>	<u>115kV Bay 4 Control Panel</u>

<u>115kV SYSTEM CONTROLS PANELS</u>	
<u>PANEL NO.</u>	<u>APPLICATION</u>
<u>51</u>	<u>115kV Busbar 1 & 2 Protection</u>
<u>52</u>	<u>Line 940 & Line 941 Protection</u>
<u>53</u>	<u>15kV Line Protection (Future)</u>
<u>54</u>	<u>(Future)</u>
<u>55</u>	<u>(Future)</u>
<u>56</u>	<u>(Future)</u>

In addition to the above protective relay/control panels, the following telecommunication panels will be used. These panels will be installed in a separate room in the control building, called Telecommunication Room.

<u>TELECOMMUNICATION PANELS</u> <u>(115kV SECTION OF CONTROL HOUSE)</u>	
<u>PANEL NO.</u>	<u>APPLICATION</u>
<u>48</u>	<u>GE JMUX (SONET) Equipment Panel A</u>
<u>49</u>	<u>Fiber Patch Panel 1</u>
<u>57</u>	<u>Fiber Patch Panel 2</u>
<u>58</u>	<u>Reserved Panel 1</u>

APPENDIX A.I (Sheet 1 of 4)



NOTES

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. THE PROPOSED SUBSTATION #255 IS TO BE CONSTRUCTED ON THE EXISTING 345KV LINE.
3. THE PROPOSED SUBSTATION #255 IS TO BE CONSTRUCTED ON THE EXISTING 345KV LINE.
4. THE PROPOSED SUBSTATION #255 IS TO BE CONSTRUCTED ON THE EXISTING 345KV LINE.
5. THE PROPOSED SUBSTATION #255 IS TO BE CONSTRUCTED ON THE EXISTING 345KV LINE.

NO.	DESCRIPTION	DATE	BY	CHK	APP
1	DESIGN	10/1/2011	J. J. [REDACTED]	[REDACTED]	[REDACTED]
2	REVISION	10/1/2011	J. J. [REDACTED]	[REDACTED]	[REDACTED]
3	REVISION	10/1/2011	J. J. [REDACTED]	[REDACTED]	[REDACTED]



NO.	DESCRIPTION	DATE	BY	CHK	APP
1	DESIGN	10/1/2011	J. J. [REDACTED]	[REDACTED]	[REDACTED]
2	REVISION	10/1/2011	J. J. [REDACTED]	[REDACTED]	[REDACTED]
3	REVISION	10/1/2011	J. J. [REDACTED]	[REDACTED]	[REDACTED]

RG&E AVANGRID

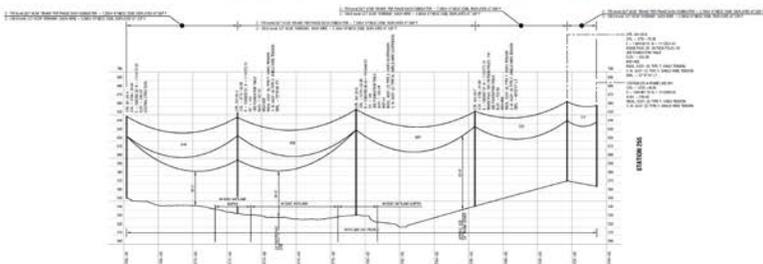
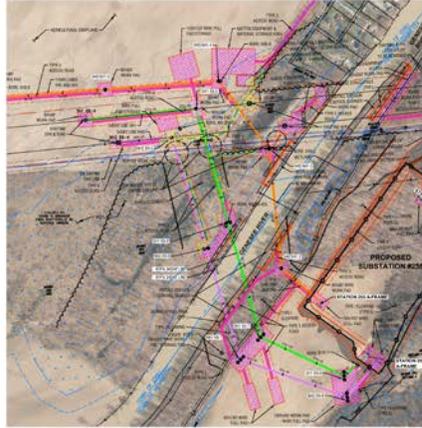
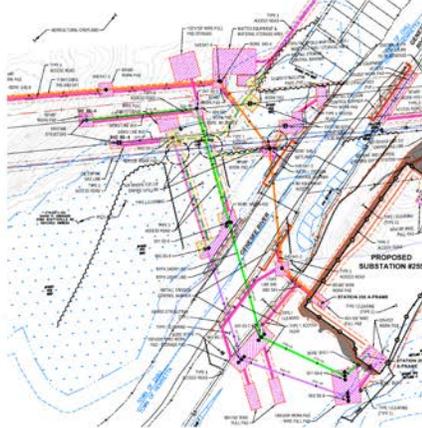
SEGMENT 11 ROCHESTER AREA RELIABILITY PROJECT
345KV NYPA LINE NHZ PLAN & PROFILE

SHEET 11 OF 16

LINE 906, 940, 941 AND 942

RS0255-1-2104-D-3256 1.1

APPENDIX A.I (Sheet 2 of 4)



NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE UTILITY LINE UNLESS OTHERWISE NOTED.

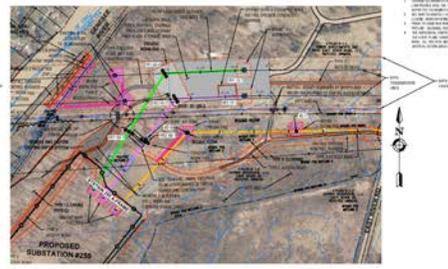
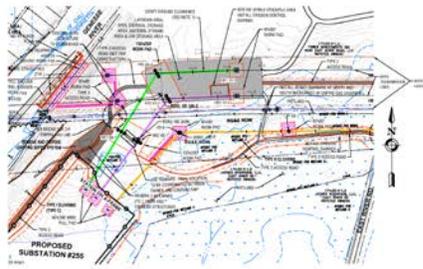
NO.	DESCRIPTION	DATE	BY	CHK	APP



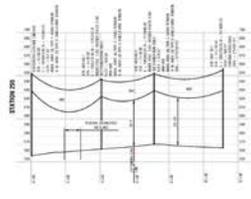
NO.	DESCRIPTION	DATE	BY	CHK	APP

SEGMENT II ROCHESTER AREA RELIABILITY PROJECT
 345KV NYPALINE SH1 PLAN & PROFILE
 SHEET 2 OF 19
 LINE 906, 940, 941 AND 942
 RS0255-1-2104-D-3257 1.1

APPENDIX A.1 (Sheet 3 of 4)

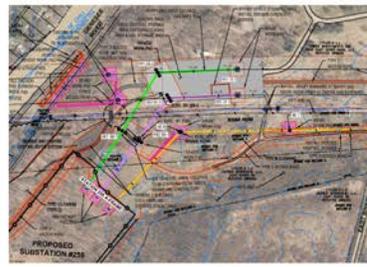
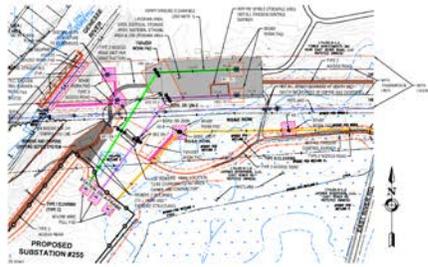


NOTE:
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LINE UNLESS OTHERWISE NOTED.

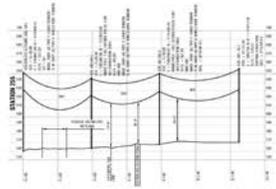


DATE	DESCRIPTION	BY	CHK	APP	 	 SEGMENT 11 ROCHESTER AREA RELIABILITY PROJECT 345KV NYPA LINE HRZ PLAN & PROFILE SHEET 11 OF 19 LINE 906, 940, 941 AND 92 PROJECT NO. 11-1000-0114-0000-0000 RS0255-1-2104-D-3260 14

APPENDIX A.I (Sheet 4 of 4)

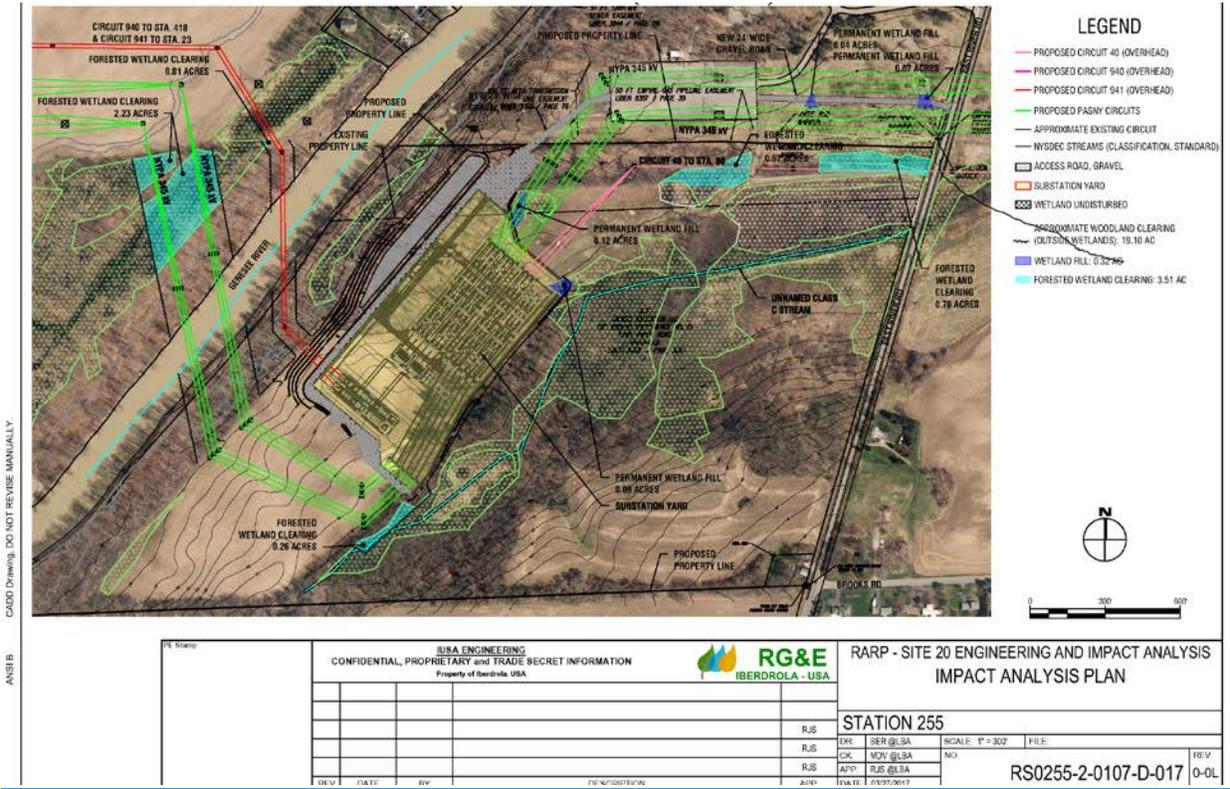


NOTE:
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LINE UNLESS OTHERWISE NOTED.



<p>DATE: 10/15/2014</p> <p>PROJECT: 345KV NYPA LINE HRI PLAN & PROFILE</p> <p>REVISION: 1</p> <p>DESCRIPTION: HRI PLAN & PROFILE</p> <p>SCALE: AS SHOWN</p>	<p>RG&E ADVANCED ENGINEERING</p> <p>IABELIA</p>	<p>SEGMENT 11 ROCHESTER AREA RELIABILITY PROJECT 345KV NYPA LINE HRI PLAN & PROFILE</p> <p>SHEET 11 OF 11</p> <p>LINE 906, 940, 941 AND 942</p> <p>RS0255-1-2104-D-3259 14</p>
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Appendix A.III (Sheet 1 of 2)



ANSIB CADD Drawing, DO NOT REVISE MANUALLY.

PL Name:		IUSA ENGINEERING CONFIDENTIAL, PROPRIETARY and TRADE SECRET INFORMATION Property of Iberdrola, USA				RARP - SITE 20 ENGINEERING AND IMPACT ANALYSIS IMPACT ANALYSIS PLAN	
				STATION 255			
				SCALE: 1" = 300'			
				NO.			
				REV.			
				DATE: 01/27/2017		REV: 0-01	
REV	DATE	BY	DESCRIPTION	APP'D	RJS	RS0255-2-0107-D-017	

Appendix A.IV (Sheet 1 of 2)

Connecting Transmission Owner Facility Study
Rochester Area Reliability Project Article VII
NYPA 345kV Aerial Transmission Line POI
to New Proposed RG Station 255

Rev. 2: 09-14-2018
2 @ 345kV Line: Circuit - (4 lines at 1000' 2 Bundled Cond. = 24,000' of phase conductor
Install 8 New Structures - 8 @ 3 Pole DE's (Dead-Ends) Structure:
Conductor: ACSR Drake, 765 kcmil 26/7 Strand, 2 Conductors (Bundled) per Phase
Static Wires: 2 - OPGW RGE Standard, 2 Per Line 1000' x 2 x 4 - 8,000
No Distribution Underbuild

Item Description

		Weight Lb 1 Structure	Price/#	Unit Cost	Quantity	Total Cost	Total Weight Lb	
New Poles								
345kV								
1	Single Phase Steel Pole & Static 80' DE 90 Deg., SS, Concrete Foundation	18,000	2.00	\$ 42,480	16	\$ 679,680	288,000	
2	Single Phase Steel Pole- No Static 80' DE 90 Deg., SS, Concrete Foundation	14,000	2.00	\$ 33,040	8	\$ 264,320	112,000	
3	Steel Pole H-Frame - 80' Tangent, SS, Concrete Found	19,000	2.00	\$ 44,840	0	\$ -	-	
Total Pole Cost & Weight						24	\$ 944,000	400,000

		Weight/Ft	Line Length	Unit Cost	Length Ft	Total Cost	
Wire							
4	Bundled Drake Cond. 795 ACSR 26/7 Install Length Pls 5%, 2 per phase	1.041	4,000	\$ 1.89	24,000	\$ 45,312	24,979
5	3/8" EHS Steel Static Install Length Plus 5%	0.262	0	\$ 0.89	0	\$ -	0
6	OPGW .638" Static Install Length Plus 10%, 2 per line	0.416	4,000	\$ 2.60	8,000	\$ 20,768	3,326
Total Wire Cost & Weight						\$ 66,080	28,305

		Quantity Per Str.	Cost Each	Cost Per Str.	Total Quantity	Total Cost	
Insulators & Hardware							
7	345 kV Suspension Porcelain Insulator AY1-String for Tangent Pole	3	\$ 2,124	\$ 6,372	0	\$ -	-
8	345 kV Strain Porcelain Insulator AY for Single Phase Deadend Poles (4 Strings)	2	\$ 4,366	\$ 8,732	48	\$ 209,568	
9	345 kV Strain Porcelain Insulator AY for Sub. Take-Off Frame	3	\$ 4,366	\$ 13,098	12	\$ 52,392	
10	345 kV Jumper Insulator AY-Susp. Off Arm with Hold Down Wts, 2x3	3	\$ 2,596	\$ 7,788	24	\$ 62,304	
11	345 kV Jumper Insulator AY-Susp. Off Arm Sub Take-Off Frame, 2x2	3	\$ 2,596	\$ 7,788	12	\$ 31,152	
12	3/8" EHS Steel Static Wire Hardware	0	\$ 177	\$ -	0	\$ -	-
13	OPGW Static Wire Hardware DE's (12) include Take-Off Bays (8)	2	\$ 354	\$ 708	20	\$ 7,080	
14	OPGW Splice Cases and Misc. Hardware 2 per line x 4 lines = 8	1	\$ 2,950	\$ 2,950	8	\$ 23,600	
15	Misc Hardware Per Pole	1	\$ 89	\$ 89	16	\$ 1,416	
16	Misc Hardware Per Pole H-Frame	2	\$ 177	\$ 354	0	\$ -	-
17	Speed Grip Spaces Every 150' plus 3/loop = 27 + 72 + TO Bay Jumpers (24)	1	\$ 89	\$ 89	123	\$ 10,886	
18	Dampers for Conductors - Stockbridge Type 1/Span/Phase x 2 Bundle	1	\$ 100	\$ 100	72	\$ 7,222	
19	Dampers for Static & OPGW Wires 1/Span/Static/2 Statics	1	\$ 83	\$ 83	24	\$ 1,982	
20	Grounding Hardware Per H-Frame 2-Pole	1	\$ 1,003	\$ 1,003	0	\$ -	-
21	Grounding Hardware Per Single Pole	1	\$ 502	\$ 502	24	\$ 12,036	
Total Hardware Cost						\$ 419,638	

		Cu Yards 1 Found	Unit Cost Cu/Yd	Price Per Found.	Total Qty of Found.	Total Found. Installation Cost	Total Cu.Y Cond.
Foundation Quantities (Includes 1' Reveal)							
22	Concrete Pier Foundation 6x20 H-Frame	21.0	\$ 1,003	\$ 21,063	0	\$ -	0
23	Concrete Pier Foundation 6x25	26.3	\$ 1,003	\$ 26,379	0	\$ -	0
24	Concrete Pier Foundation 8x20 Center Pole 3 Pole DE	37.2	\$ 1,003	\$ 37,312	8	\$ 298,493	297.6
25	Concrete Pier Foundation 8x25 Outside Poles 3 Pole DE	46.6	\$ 1,003	\$ 46,740	16	\$ 747,837	745.6
Total Foundation Material Cost & Cu. Yd.						\$ 1,046,330	1043.2

		Unit Cost	Quantity	Total Cost
Aerial Construction Labor Costs				
26	Install H Frames on Pier Foundations - 2 Poles per structure	\$ 18,880	0	\$ -
27	Install 3 Pole DE on Pier Foundations - 3 Poles per structure	\$ 35,400	8	\$ 283,200
28	Frame H Frame Structure	\$ 11,800	0	\$ -
29	Frame 3 Pole DE Poles	\$ 21,240	8	\$ 169,920
30	Frame DE Take-Off Structures	\$ 7,080	4	\$ 28,320
31	Install/replace wire (Conductor) Drake ACSR 795 26/7 (Bundled)	\$ 5	24000	\$ 113,280
32	Install/replace wire (Static) 3/8" EHS Steel	\$ 4	0	\$ -
33	Install/replace (OPGW Static) 0.504 Dia	\$ 4	8000	\$ 28,320
34	Clip-in & Sag wire (Conductor) Drake ACSR 795 Per Cond. (Per Str.)	\$ 2,360	32	\$ 75,520
35	Clip-in & Sag wire (Static) 7#8 AW (Per Str.)	\$ 826	0	\$ -
36	Clip-in & Sag wire (OPGW Static) (Per Pole) x 2 Plus 8 TO Frame Loc. =32	\$ 1,416	32	\$ 45,312
37	Rock Drilling @ \$500/Ft (Assume 75' x6" Dia) Plus \$15,000 Equipment	\$ 61,950	0	\$ -
38	Equipment Rentals	\$ 88,500	1	\$ 88,500
39	Miscellaneous Construction Costs Outages Considerations	\$ 118,000	1	\$ 118,000
40	Mobilization Cost	\$ 88,500	1	\$ 88,500
Total Construction Labor Costs				\$ 1,038,872

		Unit Cost	Quantity	Total Cost
Engineer & Survey Labor Costs				
41	Transmission Line Engineering	\$ 202,960	1	\$ 202,960
42	NYPA Engineering Supervision Meetings Coordinator	\$ 88,500	1	\$ 88,500
43	Survey & Mapping Requirements for the T-Line (LIDAR Plus Field Staking)	\$ 38,940	1	\$ 38,940
44	Geotechnical Borings & Report	\$ 15,576	1	\$ 15,576
45	Construction Yard Lease	\$ -	1	\$ -
46	Tree Trimming and/or removal. R/W Grubbing	\$ -	1	\$ -
47	Wetland matting costs (Estimated No. poles & length to mat=Pending)	\$ 11,800	1	\$ 11,800
48	R/W or Easement Costs Associated with Engineering Support	\$ 5,900	1	\$ 5,900
49	Ground Restoration per square foot @ 50' R/W	\$ 4,720	1	\$ 4,720
50	Construct/Remove Temporary Road			
Total Engineer & Survey Labor Costs				\$ 368,396

Appendix A.IV (Sheet 2 of 2)

Connecting Transmission Owner Facility Study
 Rochester Area Reliability Project Article VII
 NYPA 345kV Aerial Transmission Line POI
 to New Proposed RG Station 255

		Total Cost	
Overhead Expenses			
51	Sales Tax (0%)	\$	-
52	Stones Expense (0%)	\$	-
53	Indirect Payroll (50%)	\$	1,941,797.97
54	Transportation (0%)	\$	-
55	Overheads (tools & work equipment) 1%	\$	38,835.96
Total Overhead Expenses		\$	1,980,634
Total Project Installed Cost		\$	5,863,949
Temporary & Removal Costs			
		Cost HR	MH
			Cost
56	Remove 6 - 345 kV Towers - 7 Men 8 days with equipment	\$ 236	488 \$ 115,168
57	Remove 24 Foundations - 5 Men 5 days with equipment 4' below grade	\$ 236	200 \$ 47,200
58	Restore ground to condition of surrounding area - 5 Men 4 day with equipment	\$ 236	160 \$ 37,760
59	Remove 3 spans of 345 kV conductor - 5 Men 4 days with equipment	\$ 236	160 \$ 37,760
60	Temporary 345 kV Rearrangement - 5 Men 5 days with equipment	\$ 236	200 \$ 47,200
Total Project Removal Costs		\$	285,088
Total Work by RG&E		\$	7,932,258
Total Work by NYPA		\$	400,065
Total Project - 2018 Dollars		\$	8,332,323

Assumptions:

- 1) No Permits Included in Estimate
- 2) No RGE Loadings included in this estimate
- 3) Soils Average Quality, Rock length as estimated, Water Table 15'-30' Below Grade. No Expansive Clay or Pumping Sand
- 4) TL Structures Galvanized Steel, All Str's. Self-Supporting with no Guys; Sub. TO Str. Mat & Found. Not Included but TL Hardware & Wire at TO is include
- 5) Off Cost Generation Not Included
- 6) Cost Based on Preliminary Layout Drawing-Any Modifications May Revise Cost
- 7) Fiber Optic Static Wires (2) Required on this Project
- 8) Construction Costs included in Lieu of Contractor Estimate-Substitute Contractor Cost for Numbers Provided Above if Possible

The estimate used the following rates provided by NYPA:	
Sales Tax:	0.0%
Stores Expense:	0.0%
Indirect Payroll:	50.0%
Transportation:	0.0%
Overheads & Contingencies:	30.0%
Overheads (Tools & Work Equipment)	1.0%
Contingencies	29.0%
AFDC:	NA

a. Appendix [insert Stand Alone System Upgrade Facilities]:

b. [insert Other System Upgrade Facilities]:

1. System Deliverability Upgrades:

A.V (Sheet 1 of 2)

Substation Cost Estimate										
Substation:	Niagara									
Division:	NYPA									
Project Description:	Rochester Reliability Project: Add 345KV wave trap and CCVT for power line carrier to Station 255.									
RGE Labor Rate:	\$ 47.25	In-Service Date:		9/8/2015						
Contractor Labor Rate (per O'Connell Electric Quote):	125.00									
IN THOUSANDS										
	Unit Labor		Total Labor Hours	Unit Cost (\$1000)	Labor	Material	Contract	Transp	Other	Total
	Quantity	Hours								
Major Equipment										
Contractor Labor										
345KV CCVT w/ accessories	1	20	20	\$ 9.7		9.75	\$ 2.5			\$ 12.2
345KV CCVT w/o accessories- Existing to be re-located	2	40	80		-\$	\$ 10.0				\$ 10.0
345KV Line Trap	1	20	20	\$ 20.0		20.05	\$ 2.5			\$ 22.5
Engineering Contractor	1		0		-\$	\$ 100.0				\$ 100.0
Mobilization / Demobilize	1	240	240			\$ 30.0				\$ 30.0
Niagara Labor										
Corporate Engineering	1		0		-\$	\$ -				\$ -
On-site Supervision	1	480	480		22.75	\$ -				\$ 22.7
Project Management	1		0		-\$	\$ -				\$ -
Commissioning and Testing	1	0	0		-\$	\$ -				\$ -
Sub-Total Equipment			480		22.7	\$ 29.7	145.0	\$ -	-\$	\$ 197.4
In-Ground										
Foundations					-\$	4.0	\$ 4.4			\$ 8.4
Conduit and Control Cable					-\$	12.0	\$ 6.8			\$ 18.8
Grounding					-\$	0.9	\$ 0.6			\$ 1.5
Sub-Total In-Grd Above					-\$	16.8	\$ 11.8	-\$	-\$	\$ 28.6
Ground										
Structures			162		7.7	-\$	\$ 20.3			\$ 27.9
Buswork					-\$	6.3	\$ 6.1			\$ 12.4
Sub-Total Above Grd			162		7.7	\$ 6.3	26.3	-\$	-\$	\$ 40.3
Percents										
Misc Materials	5%					\$ 2.6				\$ 2.6
Misc Labor	10%				\$ 3.0		\$ 18.3			\$ 21.3
Travel Time (X hrs/person/day)		2.0	161		\$ 7.6					\$ 7.6
Sales Tax	0%								-\$	\$ -
Stores Expense	0%								-\$	\$ -
Indirect Payroll	50.00%								15.25	\$ 15.2
Transportation	0%								\$ -	\$ -
Overheads	1%								3.15	\$ 3.1
Contingency	29%								90.85	\$ 90.8
Field Supervision									-\$	\$ -
Sub-Total Overheads			161		10.6	2.6	18.3	-\$	109.1	\$ 140.7
AFDC	0.00%								\$ -	\$ -
Start Date	7/28/2015									
Overall-Total			803		41.0	\$ 55.5	201.4	-\$	109.1	\$ 407.0

Included separately in Exhibit 9 Table
Assumed two people full time for 5 weeks.
Included separately in Exhibit 9 Table
Commissioning and Testing by NYPA

Applied to all materials
Applied to RGE and Contractor Labor
Applied to RGE Hours Only
Applied to all Equipment and Materials
Applied to RGE Hours Only
Included in Hours above

Denotes Formulas. Do Not Enter Data.
Denotes Data Entry Fields
Red text denotes info per RGE Estimate # 2192
Green text denotes SECo Estimate
Instrument Transformer and Wave trap costs per Alstom quote dated 3/11/2011.
Sales Tax, Stores Expense, Indirect Payroll, Transportation, AFDC rate is per NYPA 3/15/2012 comments on Engineering Notes.

Appendix A.V (Sheet 2 of 2)

Substation Cost Estimate									
Substation:	Niagara								
Division:	NYPA								
Project Description:	Protection and Control for 345kV Source Art. VII application								
RG&E Labor Rate:	\$ 47.25				In-Service Date:		9/8/2015		
Contractor Labor Rate:	\$ 125.00								
IN THOUSANDS									
	Quantity	Unit Price	Labor		Material	Contract	Transp	Other	Total
			Hours	Cost					
Major Equipment									
Bus Relaying		\$ 19.00	0		\$ -	\$ -			\$ -
KFMR Relaying		\$ 19.00	0		\$ -	\$ -			\$ -
Line Relaying	2	\$ 32.00	128		\$ 64.0	\$ 16.0			\$ 80.0
Backup Relaying		\$ 12.00	0		\$ -	\$ -			\$ -
Breaker Relay/Ctrl	2	\$ 14.00	128		\$ 28.0	\$ 16.0			\$ 44.0
IDRS/As	6	\$ 2.50	48		\$ 15.0	\$ 6.0			\$ 21.0
Blank Panels		\$ 5.00	0		\$ -	\$ -			\$ -
Comm/RTU Panels	1	\$ 8.00	72		\$ 8.0	\$ 9.0			\$ 17.0
SONET POTT Equip.		\$ 10.00	0		\$ -	\$ -			\$ -
PLC POTT Equip.		\$ 29.00	0		\$ -	\$ -			\$ -
Tele-POTT Equip.	2	\$ 55.00	56		\$ 110.0	\$ 12.0			\$ 122.0
SONET JMLX Equip.	1	\$ 10.00	72		\$ 10.0	\$ 9.0			\$ 19.0
Fiber Patch Panels		\$ 8.00	0		\$ -	\$ -			\$ -
Routers/Ethernet Sw.	1	\$ 10.00	24		\$ 10.0	\$ 3.0			\$ 13.0
RTU & I/O Equip.	1	\$ 20.00	72		\$ 20.0	\$ 9.0			\$ 29.0
HMI	1	\$ 5.00	24		\$ 5.0	\$ 3.0			\$ 8.0
UPS & Inverter	1	\$ 5.00	24		\$ 5.0	\$ 3.0			\$ 8.0
GPS Receivers	1	\$ 5.00	24		\$ 5.0	\$ 3.0			\$ 8.0
Billing Meters		\$ 5.00	0		\$ -	\$ -			\$ -
LTC Controllers		\$ 12.50	0		\$ -	\$ -			\$ -
Modems	1	\$ 3.00	24		\$ 3.0	\$ 3.0			\$ 6.0
Power Switch		\$ 5.00	0		\$ -	\$ -			\$ -
PDE Injector		\$ 5.00	0		\$ -	\$ -			\$ -
DVR & Equip.		\$ 10.00	0		\$ -	\$ -			\$ -
Net Controller		\$ 5.00	0		\$ -	\$ -			\$ -
Wireless Controllers		\$ 5.00	0		\$ -	\$ -			\$ -
Intrusion Detector		\$ 10.00	0		\$ -	\$ -			\$ -
Telco Equip.		\$ 7.50	0		\$ -	\$ -			\$ -
Test & Commission			0		\$ -	\$ -			\$ -
Ctrl. Eq. Allowance	1	2%	96		\$ 7.5	\$ 12.0			\$ 19.5
Prot. Eq. Allowance	1	3%	128		\$ 11.3	\$ 16.0			\$ 27.3
Comm. Eq. Allowance	1	4%	96		\$ 15.0	\$ 12.0			\$ 27.0
Eng. Allowance			0		\$ -	\$ -			\$ -
On-Site Supervision	1		0		\$ -	\$ -			\$ -
Total Equipment			1056		\$ 316.8	\$ 132.0			\$ 448.8
					0%	71%	29%	0%	0%
In-Ground									
					\$ -				\$ -
					\$ -				\$ -
Sub-Total In-Grd			0		\$ -	\$ -			\$ -
Above Ground									
					\$ -				\$ -
					\$ -				\$ -
Sub Total Above Grd			0		\$ -	\$ -			\$ -
Percents									
Misc Materials		5%			\$ 15.8				\$ 15.8
Misc Labor		10%			\$ -				\$ -
Travel Time [X hr\$/person/day]	2.0		264		\$ 12.5				\$ 12.5
Sales Tax		0%						\$ -	\$ -
Stores Expense		0%						\$ -	\$ -
Direct Payroll		50.00%						\$ -	\$ -
Transportation		0%					\$ -		\$ -
Overhead		1%						\$ 4.8	\$ 4.8
Contingency		19%						\$ 90.6	\$ 90.6
Field Supervision								\$ -	\$ -
AFDC		0.00%						\$ -	\$ -
Start Date	7/28/2015								
Overall Total			1,320		\$ 12.5	\$ 332.6	\$ 132.0	\$ -	\$ 95.4
									\$ 572.5

Restated

Work by RG&E \$ 1,152,542

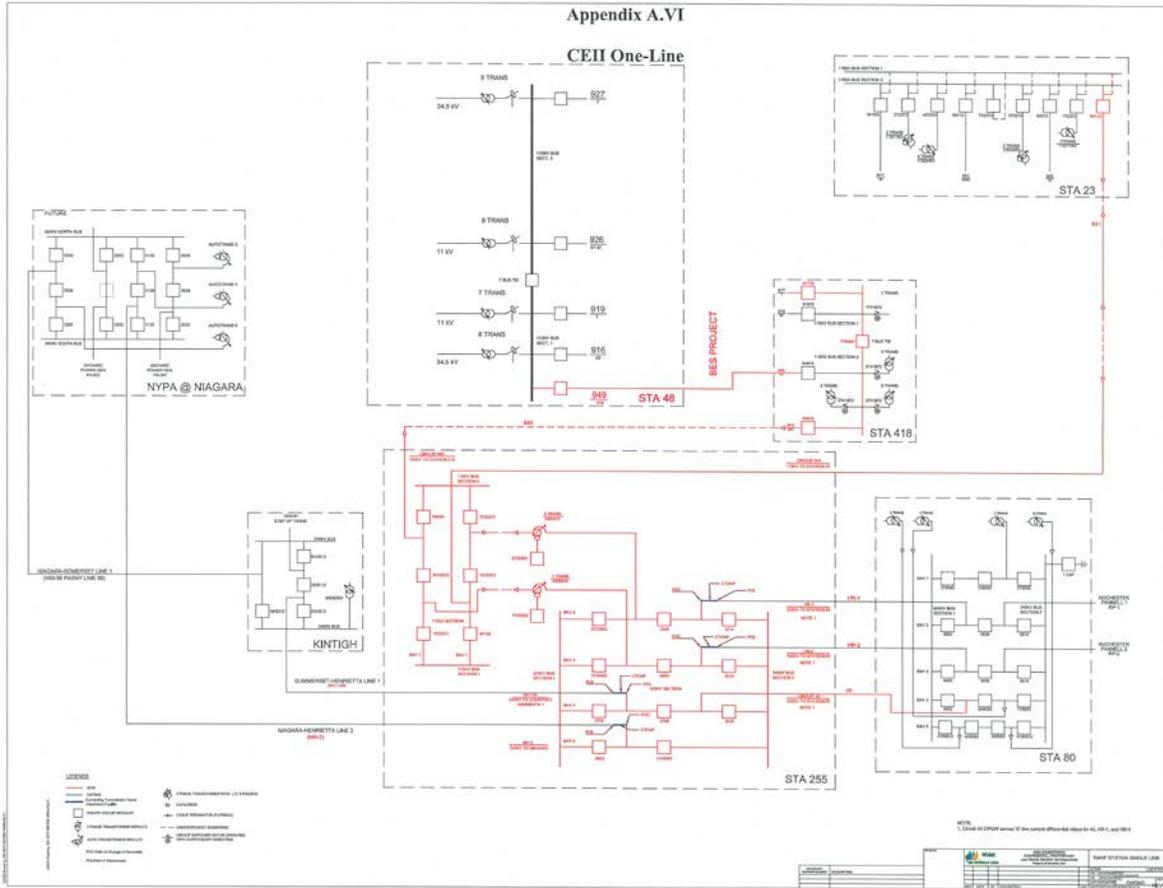
Work by NYPA \$ 1,930,000

Total \$ 3,082,542

Appendix A.VI

One-Line

“Appendix A.VI of this Interconnection Agreement Contains Critical Energy Infrastructure Information -- Do Not Distribute to Unauthorized Individuals”



Operating and Maintenance Expenses

Pursuant to Section 10.5 of this Agreement, RG&E shall pay the reasonable expenses (including overheads) for the operation, maintenance, repair and replacement of Connecting Transmission Owner's Attachment Facilities. Such expenses are calculated as follows:

- a) Contractor expenses for labor, equipment and materials. These expenses shall be invoiced as the actual amount of the Contractors' invoices. Connecting Transmission Owner shall also be entitled to a fee of 5 % of such amount(s).
- b) Connecting Transmission Owner's labor, craft and salaried personnel directly working on the operation, maintenance or repair of the Connecting Transmission Owner Attachment Facilities. These expenses shall be invoiced on the basis of Connecting Transmission Owner's standard labor rate times the number of hours worked (including adjustment for overtime hours, if applicable). Such standard rate is subject to change in accordance with Connecting Transmission Owner's normal budgeting practices.
- c) Equipment and materials purchased by the Connecting Transmission Owner (other than those covered under subsection (a), above). These expenses shall be invoiced on the basis of the actual cost of such material. Connecting Transmission Owner shall also be entitled to a fee of 15% of such amount(s).
- d) Use of vehicles and construction equipment. These expenses shall be invoiced at Connecting Transmission Owner's cost. Connecting Transmission Owner shall also be entitled to a fee of 10% of such amount(s).
- e) Miscellaneous expenses (e.g. local utility charges for power; local telephone/communication fees; other fees such as FAA licenses). These expenses shall be invoiced at Connecting Transmission Owner's cost. Connecting Transmission Owner shall also be entitled to a fee of 5% of such amount(s).

Transfer of Property:

Upon completion of construction, testing, and acceptance by the Connecting Transmission Owner of the CTOAFs and SUFs, RG&E will convey to the Connecting Transmission Owner permanent easements or other agreements as required by the Connecting Transmission Owner to the CTOAFs and SUFs constructed thereon, free and clear of any liens and encumbrances.

APPENDIX B

- MILESTONES

MILESTONES

1. Selected Option Pursuant to Section 5.1.2

RG&E exercises its Option to Build pursuant to Article 5.1.2 of the Interconnection Agreement as memorialized in the Milestones schedule in this Appendix B.

2. Milestones

<u>Task Name</u>	<u>Start</u>	<u>Finish</u>	<u>Duration</u>
<u>RARP - Interconnection Related Milestones</u>	<u>Mon</u> <u>10/9/17</u>	<u>Mon</u> <u>12/28/20</u>	<u>1,176</u> <u>days</u>
<u>Overall</u>	<u>Fri</u> <u>10/20/17</u>	<u>Mon</u> <u>12/28/20</u>	<u>1,165</u> <u>days</u>
<u>File EMCP for Segment III</u>	<u>Fri</u> <u>10/20/17</u>	<u>Fri</u> <u>10/20/17</u>	<u>0 days</u>
<u>Receive Approval for EMCP Segment III</u>	<u>Mon</u> <u>8/27/18</u>	<u>Mon</u> <u>8/27/18</u>	<u>0 days</u>
<u>Execute Interconnection Agreement with NYPA</u>	<u>Fri</u> <u>6/28/19</u>	<u>Fri</u> <u>6/28/19</u>	<u>0 days</u>
<u>Final Connection and Energization of ST 255 and All Connecting Substations and Transmission Lines</u>	<u>Mon</u> <u>12/28/20</u>	<u>Mon</u> <u>12/28/20</u>	<u>0 days</u>
<u>Substation (Dates Focus on ST 255)</u>	<u>Mon</u> <u>10/9/17</u>	<u>Mon</u> <u>12/28/20</u>	<u>1,176</u> <u>days</u>
<u>Start Substation Engineering Detailed Design</u>	<u>Mon</u> <u>10/9/17</u>	<u>Mon</u> <u>10/9/17</u>	<u>0 days</u>
<u>Finish Substation Engineering Detailed Design</u>	<u>Fri</u> <u>7/29/19</u>	<u>Fri</u> <u>7/29/19</u>	<u>0 days</u>
<u>Start Construction for Substation</u>	<u>Mon</u> <u>10/15/18</u>	<u>Mon</u> <u>10/15/18</u>	<u>0 days</u>
<u>Finish Construction for Substation</u>	<u>Mon</u>	<u>Mon</u>	<u>0 days</u>

	<u>12/28/20</u>	<u>12/28/20</u>	
<u>Start Local Commissioning Activities for Substation</u>	<u>Tues</u> <u>3/24/20</u>	<u>Tues</u> <u>3/24/20</u>	<u>0 days</u>
<u>Finish Local Commissioning Activities & Energize Substation (Connection to ST 80 via TL 40)</u>	<u>Mon</u> <u>10/19/20</u>	<u>Mon</u> <u>10/19/20</u>	<u>0 days</u>
<u>NYPA Transmission Lines (Interconnection)</u>	<u>Mon</u> <u>1/8/18</u>	<u>Mon</u> <u>11/30/20</u>	<u>1,057</u> <u>days</u>
<u>Start Transmission Line Detailed Design</u>	<u>Mon</u> <u>1/8/18</u>	<u>Mon</u> <u>1/8/18</u>	<u>0 days</u>
<u>Finish Transmission Line Detailed Design</u>	<u>Fri</u> <u>6/1/18</u>	<u>Fri</u> <u>6/1/18</u>	<u>0 days</u>
<u>Start Construction for Interconnection Towers (Outside NYPA ROW)</u>	<u>Mon</u> <u>7/20/20</u>	<u>Mon</u> <u>7/20/20</u>	<u>0 days</u>
<u>Finish Construction for Interconnection Towers (Outside NYPA ROW)</u>	<u>Tues</u> <u>12/08/20</u>	<u>Tues</u> <u>12/08/20</u>	<u>0 days</u>
<u>Start Commissioning Activities for Transmission Lines (Includes Tower Construction Inside NYPA ROW)</u>	<u>Tues</u> <u>10/20/20</u>	<u>Tues</u> <u>10/20/20</u>	<u>0 days</u>
<u>Finish Commissioning Activities for Transmission Lines</u>	<u>Mon</u> <u>11/30/20</u>	<u>Mon</u> <u>11/30/20</u>	<u>0 days</u>
<u>NYPA Niagara PLC Construction</u>	<u>Mon</u> <u>9/3/18</u>	<u>Fri</u> <u>11/27/20</u>	<u>844 days</u>
<u>Start Substation Engineering Detailed Design</u>	<u>Mon</u> <u>9/3/18</u>	<u>Mon</u> <u>9/3/18</u>	<u>0 days</u>
<u>RG&E Sends NYPA IFC drawings</u>	<u>Fri</u> <u>6/28/19</u>	<u>Fri</u> <u>6/28/19</u>	<u>0 days</u>
<u>Finish Substation Engineering Detailed Design (with NYPA approval)</u>	<u>Fri</u> <u>8/30/19</u>	<u>Fri</u> <u>8/30/19</u>	<u>0 days</u>
<u>Start Construction for Substation</u>	<u>Tues</u> <u>6/30/20</u>	<u>Tues</u> <u>6/30/20</u>	<u>0 days</u>
<u>Finish Construction for Substation</u>	<u>Fri</u> <u>11/13/20</u>	<u>Fri</u> <u>11/13/20</u>	<u>0 days</u>

<u>NYPA Start Commissioning (Fan Building Work)</u>	<u>Mon</u> <u>10/12/20</u>	<u>Mon</u> <u>10/12/20</u>	<u>0 days</u>
<u>NYPA Complete Commissioning (Fan Building Work)</u>	<u>Fri</u> <u>11/27/20</u>	<u>Fri</u> <u>11/27/20</u>	<u>0 days</u>

The following notes apply to all work performed as required by this Agreement or by Connecting Transmission Owner:

- A. Connecting Transmission Owner work durations do not include holiday work; if a NYPA holiday occurs during an event on these Milestones, then effected dates shall be extended day-for-day.
- B. All Connecting Transmission Owner outage durations necessary to interconnect Developer's project are dependent on favorable weather conditions where the work is being performed. Unfavorable weather conditions may extend the length of such outage durations.
- C. Transmission System emergencies take precedence over all work and could significantly impact the schedule and durations.
- D. Connecting Transmission Owner schedules its resources months in advance, and its ability to reschedule manpower is limited by resource allocation to other Connecting Transmission Owner projects and tasks. If Developer misses a scheduled Milestone that directly affects performance of a Connecting Transmission Owner's Milestone, performance or completion of Connecting Transmission Owner's relevant Milestone may be delayed until the Connecting Transmission Owner can reschedule its manpower to work on the assigned task.
- E. The Closeout/Turnover Package shall consist of the following: As-built drawings, Punchlist, Record Drawings, all equipment, QA/QC installation, commissioning, Engineer of Record Professional Engineer certification, color markup of design,

drawings and warranties, and all documentation necessary for demonstrating compliance with applicable NERC Reliability Standards and NPCC directories.

F. To the extent not inconsistent with the terms of this Agreement or the NYISO OATT, RG&E shall be responsible for all fines and penalties imposed on Connecting Transmission Owner by a Governmental Authority or Applicable Reliability Council directly caused by RG&E action or inaction relating to, and occurring prior to the transfer of care, custody, and control by RG&E to the Connecting Transmission Owner of, the Connecting Transmission Owner's Attachment Facilities or Stand Alone Network Upgrade Facilities.

APPENDIX C

— INTERCONNECTION DETAILS

The scope of the RARP involves the installation of a new Bulk Power Station Transmission Reinforcement Project (the “Project”) to bring the NYPA 345kV cross-states lines into the new Station 255. The new station will have a breaker-and-a-half setup for the 345kV bus. Two 345/115kV 448MVA transformers will tie the 345kV bus into the 115kV breaker-and-a-half bus. There will be two approximately 300MVA 115kV lines off of the 115kV bus. The first line will tie into the western part of the RGE 115kV system at Station 418. The second line will tie into the 115kV system toward downtown Rochester at Station 23. This project will provide source capability into the RGE system to allow for the loss of other sources to the RGE system, while also providing the targeted 115kV delivery points loading relief on existing 115kV lines.

The Project as originally proposed reduced the thermal transfer limits of Dysinger East and West Central interfaces by approximately 350 MW (~14% of interface thermal transfer limit). To account for this impact, a third 345 kV line (Circuit 40) from the new Station 255 to Station 80 was included. The Project as currently proposed decreases the thermal transfer limits of Dysinger East and West Central interfaces by approximately 48 MW. Based on the System Impact Study results the Dysinger East and West Central interface transfers are voltage limited, and the addition of Project increases the voltage transfer limits by approximately 100 MW.

The Project’s transmission scope includes work for the construction of three new RG&E Transmission Lines (345kV Circuit 40: 1.3 miles, 115kV Circuit 940: 10.5 miles & 115kV Circuit 941: 12.0 miles) , the relocation of one 115 kV RG&E Transmission Line (Circuit 906: 2.5 miles) & the relocation of the aforementioned NYPA 345kV cross-states lines.

Transfer of Ownership Matrix

The following matrix is a broad overview of the transfer of ownership after the completion of the project.

TRANSFER OF OWNERSHIP MATRIX		
TITLE	NYPA	RGE/AVNG
<u>Niagara SP&C SOW</u>	✓	
<u>Niagara Communication & Protection SOW</u>	✓	
<u>Niagara CCVT & Line Trap</u>	✓	
<u>Niagara In Ground & Above Ground SOW</u>	✓	
<u>Circuit NH-2 from the Point of Interconnection to St. 255.</u>	✓	
<u>HR-2 from the Point of Interconnection to St. 255.</u>	✓	
<u>SH 1-39 from the Point of Interconnection to St. 255.</u>	✓	
<u>HR-1 from the Point of Interconnection to St. 255.</u>	✓	
<u>Circuit 40</u>		✓
<u>Circuit 940</u>		✓
<u>Circuit 941</u>		✓
<u>St. 255</u>		✓
<u>St. 80</u>		✓

Responsibility Matrix

The following matrix is a broad overview of Project responsibilities.

RESPONSIBILITY MATRIX		
<u>TITLE</u>	<u>NYPA</u>	<u>RGE/AVNG</u>
Niagara SP&C Engineering	✓	-
Niagara Communication & Protection Work	✓	-
Niagara CCVT & Line Trap Installation	-	✓
Niagara In Ground & Above Ground Engineering	-	✓
Installation of Communication Cable (Fiber or Copper) at NIA between S&R Bldg and Fan Bldg for the T1 connection to JMUX in Fan Bldg		✓
Switchyard Access Permit	-	✓
Outage Coordination	✓	✓
Maintenance on Future Work	✓	-
Specification(s) on Panels	✓	-
Procurement & delivery of Panels	-	✓
FERC Compliance	✓	✓
Transmission Line Design		✓
Transmission line material supply		✓
Transmission line construction		✓
Transmission line future maintenance	✓	-

APPENDIX D

- SECURITY ARRANGEMENTS DETAILS

Infrastructure security of New York State Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New York State Transmission System reliability and operational security. The Commission will expect the NYISO, all Transmission Owners, ~~all Developers~~ and all other Market Participants to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E

— COMMERCIAL OPERATION DATE

[Date]

[NYISO ~~Address~~]

_____ [Connecting Transmission Owner Address]

Re: _____ ~~Large Generating~~ Transmission Facility

Dear _____:

On ~~[Date]~~ ~~[Developer]~~ has completed Trial Operation of Unit No. _____. This letter confirms that ~~[Developer~~ RG&E] commenced Commercial Operation of Unit No. ____ at the ~~Large Generating~~ Transmission Facility, effective as of ~~[Date~~ **plus one day**].

Thank you.

[Signature]

~~[Developer~~ RG&E Representative]

APPENDIX F

– ADDRESSES FOR DELIVERY OF NOTICES AND BILLINGS

Notices:

NYISO:

{To be supplied.}

Connecting Transmission Owner:

{To be supplied.}

Developer:

~~{To be supplied.}~~ [Philip Toia - Senior Vice President of Power Supply](#)

[New York Power Authority](#)

[Clark Energy Center](#)

[6250 Glass Factory Road](#)

[Marcy, NY 13403-8236](#)

[Phone: \(315\) 792 8236](#)

[Philip.toia@Nypa.gov](#)

RG&E:

[Rochester Gas and Electric Corporation](#)

[Timothy J. Lynch – Director](#)

[18 Link Drive](#)
[P.O. Box 5224](#)
[Binghamton, NY 13902-5224](#)
[\(585\) 484 6352](#)
TJLynch@nyseg.com

Billings and Payments:

Connecting Transmission Owner:

~~{To be supplied.}~~

Developer:

~~{To be supplied.}~~

~~Alternative Forms of Delivery of Notices (telephone, facsimile or email):~~

NYISO:

~~{To be supplied.}~~

[Philip Toia - Senior Vice President of Power Supply](#)
[New York Power Authority](#)
[Clark Energy Center](#)
[6250 Glass Factory Road](#)
[Marcy, NY 13403-8236](#)
[Phone: \(315\) 792-8236](#)

Philip.toia@Nypa.gov

[Or wire payment to:](#)

[New York Power Authority](#)

[Operating Funds c/o](#)

[J.P. Morgan Chase, N.A.](#)

[ABA No. 021000021](#)

[Account No. 573-804206](#)

[RG&E:](#)

[Rochester Gas and Electric Corporation](#)

[Todd Foster – Manager – Billing and Risk Management](#)

[18 Link Drive](#)

[P.O. Box 5224](#)

[Binghamton, NY 13902-5224](#)

[\(585\) 484 6883](#)

TLFoster@nyseg.com

ALTERNATIVE FORMS OF DELIVERY OF NOTICES (TELEPHONE, FACSIMILE OR EMAIL):

Connecting Transmission Owner:

~~{To be supplied.}~~

Developer:

~~{To be supplied.}~~ Philip Toia - Senior Vice President of Power Supply

New York Power Authority

Clark Energy Center

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RG&E:

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Julie Mahoney – Program/Project Manager

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