

# Attachment C

**FIRST AMENDMENT  
TO  
ENGINEERING & PROCUREMENT AGREEMENT**

Dated as of September 17, 2020  
(“First Amendment Effective Date”)

Reference is made to that certain Engineering & Procurement Agreement made and entered into as of March 11, 2020 by and between **NEW YORK TRANSCO, LLC**, as Developer, and **NIAGARA MOHAWK POWER CORPORATION**, as Company, and filed with the Federal Energy Regulatory Commission in Docket No. ER20-1584-000 (the “Agreement”). Unless otherwise defined herein, all capitalized terms used in this First Amendment to Engineering & Procurement Agreement (“First Amendment”) shall have the meanings set forth in the Agreement.

**WHEREAS**, the Parties have determined to amend the Agreement as set forth below to reflect a mutually agreed modification to the scope of Company Work relating to the Developer’s Transmission Project;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agree as follows:

1. Section 7.2 of the Agreement is hereby amended to read in its entirety as follows:

“Developer shall provide the Company with a prepayment of **\$1,075,000** (“Initial Prepayment”), such amount representing the Company’s current estimate of the total amount of Company Reimbursable Costs to perform the portion of the Company Work that Company anticipates performing during the initial eighteen (18) months following the Effective Date. The Company acknowledges that it is has received \$1,000,000 from the Developer in partial payment of the Initial Prepayment; the Company shall invoice Developer for the remaining \$75,000 balance of the Initial Prepayment, and Developer shall pay such amount to Company within thirty (30) Days of the invoice due date.”

2. Exhibit A to the Agreement is hereby deleted and is replaced in its entirety by the revised Exhibit A attached to this First Amendment.
3. The Parties agree that the Agreement shall be and remain in full force and effect in accordance with its terms as amended hereby, is ratified and confirmed, and shall continue to govern the rights and obligations of the Parties. This First Amendment is for the use and benefit of the Parties only, and not for the use and benefit of any other person, party, or entity.
4. This First Amendment may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized


representative of the Party against whom the amendment, modification or waiver is sought to be enforced.

5. This First Amendment may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this First Amendment and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

*[Signatures are on following page.]*

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on their behalf by their respective duly authorized signatories as of the First Amendment Effective Date.

**NIAGARA MOHAWK POWER CORPORATION**

By:   
Name: Kevin Reardon  
Title: Director, Commercial Services

**NEW YORK TRANSCO, LLC**

By: Paul Haering  
Name: Paul Haering  
Title: VP Capital Investment

## Exhibit A: Scope of Company Work

### *I. Background*

The Transmission Project contemplates, and the NYISO has studied during the System Impact Study phase of the NYISO Interconnection Process, the following:

- A new 54 mile 345/115 kV double circuit transmission line from Schodack to Pleasant Valley
- A new Knickerbocker 345 kV switching station;
- The demolition and complete rebuild of the Churchtown Substation;
- Modifications to the existing Pleasant Valley 345 kV substation,
- A new Van Wagner Capacitor Bank Substation; and
- The retirement of various 115 kV lines between the Greenbush 115 kV station and Pleasant Valley 115 kV station.

The Agreement has been entered into prior to the issuance of a Facilities Study Report with respect to the Transmission Project, with the intention of allowing Company Work to commence at the risk of the Developer as contemplated by the Agreement.

### *II. Scope of Work*

The Company Work shall consist of the following:

Following the Effective Date, the Company will determine, in its sole discretion, the set of design, engineering, and long-lead procurement work that is appropriate and practicable to undertake under this Agreement with respect to the Company's Network Upgrade Facilities (as such term is defined below) that are covered or addressed by the System Impact Study as they are identified in the Company's draft facility study reports.

The term "Company's Network Upgrade Facilities" means the Network Upgrade Facilities (as such term is defined in the OATT) on or for the Company's transmission system that will be required to mitigate impacts resulting from, or that are otherwise required to accommodate, the Transmission Project.

The Company will also provide transmission line engineering support relating to Company's facilities, including, but not limited to:

- Engineering and procurement efforts for the Fort Orange tap adjustments to move the Fort Orange customer interconnection tap (currently between existing structures 37 and 39 on the Greenbush-Hudson Line 15) to the Schodack-Falls Park Line 14;
- General transmission line engineering efforts to cooperate with Developer on wire design and structure detail at interconnection points for the Transmission Project on Company's facilities; and

- General transmission line engineering efforts with respect to Company's facilities to locate and provide existing structure drawings and other resources to support Developer's design efforts with respect to the Transmission Project.

Company Work will be performed at the following substations:

- Schodack
- Greenbush
- Blue Stores
- Valkin
- Hudson
- New Scotland
- Alps
- Buckley Corners

With respect to procurement activities, Company Work may include, without limitation, some or all of the following as required in connection with the foregoing:

- A. Develop technical documents to solicit bid proposals for the selected procurement.
- B. Issuance of the Request for Proposals ("RFP"), soliciting bid proposals, clarifying queries from bidders, and receiving bid proposals ("Bid(s)").
- C. Bid evaluation and recommendation, which includes scoring of Bids based on technical, quality, price and identification of proposed vendors.
- D. Award to selected vendor and placement of order for the applicable materials and/or services.
- E. Coordination and involvement of project team members and stakeholders for the above listed tasks and to secure required internal approvals (including, without limitation, the creation of sanction papers and presentation thereof to internal committees/bodies for approval).
- F. Engineering and procurement activities to support temporary configurations as needed.

*NOTE: The above procurement activities are focused only on the procurement the Company determines, in its sole discretion, to perform under this Agreement and does not include all procurement that may be required with respect to the Company's facilities or system expected to be impacted by the Transmission Project.*

The Company recognizes the Developer's construction schedule and NYISO required in-service date of December 31, 2023 and will work under this Agreement to start tasks typically not initiated until after the completion of the applicable NYISO Facilities Study Report.

Notwithstanding the above: (i) the Company does not commit to any particular order of work or to any deadline or schedule to have any design, engineering, procurement or any other work completed and (ii) the work contemplated by this Exhibit and this Agreement does not encompass the full scope of work or services contemplated to be performed by an Affected Transmission Owner with respect to its Affected Transmission System pursuant to Section 22.4.4 of the OATT ("*Affected Transmission Owner Work*") and shall, in no event, include any work or services other than such Affected Transmission Owner Work.

The Company Work may also include, without limitation, the following activities as required in connection with the foregoing:

1. Prepare, file for, and use reasonable efforts to obtain any Required Approvals that must be obtained by Company to enable it to perform the work contemplated by this Exhibit.
2. Review, from time to time, proposed outage schedules, construction sequencing, and other development activities.
3. Retain and use outside experts, counsel, consultants, and contractors in furtherance of the work contemplated herein.
4. Attendance at and preparation for monthly Work management and outage planning meetings, as required by the Work.
5. Perform any other reasonable tasks necessary or advisable in connection with the work contemplated by this Exhibit (including, without limitation, any changes thereto).

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The work contemplated by this Exhibit and this Agreement does not include any permitting activities or any construction, relocations, alterations, modifications, or upgrades with respect to any Company, Developer or third party facilities, the Transmission Project or any interconnection thereof to the Company's Transmission System ("*Implementation Work*"), nor does Company make any commitment to undertake such Implementation Work. If the Parties elect, in their respective sole discretion, to proceed with any Implementation Work: (i) such Implementation Work would be performed pursuant to a separate, detailed, written, and mutually acceptable Transmission Project Interconnection Agreement and/or EPC Agreement to be entered into by the Parties and the NYISO, in accordance with the applicable provisions of the NYISO Open Access Transmission Tariff prior to the commencement of any such Implementation Work and (ii) payment of all actual costs incurred by Company or its Affiliates in connection with or related to such Implementation Work shall be the responsibility of Developer and Developer shall reimburse Company for all such costs.

For the avoidance of doubt: the Company shall not have any responsibility for seeking or acquiring any real property rights in connection with the Company Work, the Project, the Transmission Project or this Agreement including, without limitation, licenses, consents, permissions, certificates, approvals, or authorizations, or fee, easement or right of way interests. Neither this Agreement nor the Company Work include granting, securing or arranging for Developer or any third party to have access rights in, through, over or under any real property owned or controlled by the Company; any such access rights would be the subject of separate written agreements.