

Attachment I



Andrew W. Dickson
Managing Director – Business Development

Duke Energy Renewables
550 South Caldwell Street
Suite 600
Charlotte, NC 28202
512.698.6914
andrew.dickson@duke-energy.com

March 14, 2022

VIA OVERNIGHT MAIL AND EMAIL

<p>Niagara Mohawk Power Corporation d/b/a National Grid Attn: Director, Commercial Services 40 Sylvan Road Waltham, MA 02541-1120 Daniel.DiMarco@nationalgrid.com Lauren.Snyder@nationalgrid.com Carol.Muessigbrodt@nationalgrid.com Chris.Novak@nationalgrid.com Kevin.Reardon@nationalgrid.com</p>	<p>New York Independent System Operator, Inc. Attn: VP, System and Resource Planning 10 Krey Boulevard Rensselaer, NY12144 skeegan@nyiso.com TDalakos@nyiso.com QWilliams@nyiso.com</p> <p>Hunton Andrews Kurth LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, VA 23219 mmessonier@hunton.com</p>
--	---

Re: Notice of Termination of Amended and Restated SGIA dated June 22, 2021 among NYISO, National Grid and Duke Energy Renewables Solar, LLC

To Whom It May Concern:

Pursuant to (i) the notice provisions in Article 13 of the Amended and Restated Standard Small Generator Interconnection Agreement among the New York independent System Operator, Inc. (“NYISO”), Niagara Mohawk Power Corporation d/b/a National Grid (“Connecting Transmission Owner”), and Duke Energy Renewables Solar, LLC (“Interconnection Customer”) dated as of June 22, 2021 (identified as Service Agreement No. 2549, the “Agreement”) and (ii) the provisions regarding termination in Article 3.3, Interconnection Customer hereby provides this written Notice of Termination. Capitalized terms used but not defined herein have the meaning ascribed to those terms in the Agreement.

I. NOTICE OF TERMINATION

Article 3.3.1 states is relevant part that “[t]he Interconnection Customer may terminate this Agreement at any time by giving the NYISO and Connecting Transmission Owner 20 Business Days written notice.” Interconnection Customer hereby provides this written Notice of Termination to NYISO and Connecting Transmission Owner.

II. EFFECTIVE DATE OF TERMINATION

Interconnection Customer respectfully requests that the parties agree to waive the requirement that such notice be provided 20 Business Days in advance, such that the termination may become effective as of the date of this letter. Such a waiver is permitted (if agreed upon by

the parties) per the terms of Article 12.4 of the Agreement which provides that “[a]ny waiver of this Agreement shall, if requested, be provided in writing.” Interconnection Customer is providing such requested waiver in writing and submits that the parties to this Agreement have the right to agree to such a waiver and that no other customers in the generator interconnection queue would be harmed by the exercise of such a waiver under this Agreement.

Since the Agreement is on file with the Federal Energy Regulatory Commission (“FERC”) as NYISO Service Agreement No. 2549, Interconnection Customer understands that a filing will be made with FERC to seek regulatory approval of the termination. If the parties agree that termination is effective as a matter of contract law as of the date of this letter, then Interconnection Customer respectfully requests that an effective date of March 14, 2022 for such termination be sought from FERC unless an alternate termination date is identified by FERC.

III. NO FINANCIAL OBLIGATIONS SURVIVE TERMINATION IN THIS CASE

Article 3.3.4 of the Agreement provides as follows:

“The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination. The Interconnection Customer shall pay all amounts in excess of any deposit or other security without interest within 30 calendar days after receipt of the invoice for such amounts. If the deposit or other security exceeds the invoice, the Connecting Transmission Owner shall refund such excess within 30 calendar days of the invoice without interest.”

In this case, Interconnection Customer has provided deposits for generator interconnection studies and believes it may be owed a refund for the amount of its study deposit for the Facilities Study that it has provided. Please let us know the costs expended for that study (if any) to date and the amount of the refund that you’ve calculated according to your records. We can provide you with wiring instructions for any refund to be sent to us.

IV. CONCLUSION

In conclusion, please confirm receipt of this written Notice of Termination and let us know if you agree that the date of this letter (March 14, 2022) can serve as the effective date of termination of the Agreement as a matter of contract law.

Regards,



Andrew W. Dickson
Managing Director, Business Development

Cc:

Bischof, Gary Gary.Bischof@duke-energy.com
Bob Charlebois rjcharlebois@gmail.com
Colvin, Chris Chris.Colvin@duke-energy.com
Donley, Paul A. Paul.Donley@duke-energy.com
Furlong, Graham Graham.Furlong@duke-energy.com
Smith, Patrick Patrick.Smith4@duke-energy.com
Warren, Ann L Ann.Warren@duke-energy.com