**SERVICE AGREEMENT NO. 2899**

**SERVICE AGREEMENT NO. 2899**

**STANDARD INTERCONNECTION AGREEMENT**

**AMONG THE**

**NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.**

**AND**

**NEW YORK STATE ELECTRIC & GAS CORPORATION**

**AND**

**BROOKSIDE SOLAR, LLC**

**Dated as of June 26, 2025**

**Facility Project Name: Brookside Solar Project**

**Queue Position No(s): Q880**

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APPENDICES

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**STANDARD INTERCONNECTION AGREEMENT**

**THIS STANDARD INTERCONNECTION AGREEMENT** (“Agreement”) is madeand entered into this 26th day of June 2025, by and among: (i) Brookside Solar, LLC, a limitedliability company organized and existing under the laws of the State of Delaware (“InterconnectionCustomer” with a Facility), (ii) the New York Independent System Operator, Inc., a not-for-profitcorporation organized and existing under the laws of the State of New York (“NYISO”), and (iii)New York State Electric & Gas Corporation a corporation organized and existing under the lawsof the State of New York (“Connecting Transmission Owner”). Interconnection Customer, theNYISO, or Connecting Transmission Owner each may be referred to as a “Party” or collectivelyreferred to as the “Parties.”

**RECITALS**

**WHEREAS**, NYISO operates the New York State Transmission System and Connecting Transmission Owner owns certain facilities included in the New York State Transmission System;

**WHEREAS**, Interconnection Customer intends to own, lease and/or control and operate the Facility identified in [Appendix A](#br80) to this Agreement; and,

**WHEREAS**, Interconnection Customer, NYISO, and Connecting Transmission Ownerhave agreed to enter into this Agreement for the purpose of interconnecting the Facility with theNew 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 havethe meanings specified in this Artic[le 1.](#br9) Terms used in this Agreement with initial capitalizationthat are not defined in this [Article 1](#br9) shall have the meanings specified in Section 1 of the ISOOATT, Section 40.1 of Attachment HH of the OATT, the body of the Standard InterconnectionProcedures, or the body of this Agreement.

**Affected System** shall mean an electric system within the New York Control Area otherthan the transmission system owned, controlled or operated by the Connecting TransmissionOwner that may be affected by the proposed interconnection.

**Affected System Operator** shall mean the entity that operates an Affected System. Affected System Operator includes the Affected Transmission Owners.

**Affected Transmission Owner** shall mean the New York public utility or authority (or itsdesignated agent) other than the Connecting Transmission Owner that (i) owns facilities used forthe transmission of Energy in interstate commerce and provides Transmission Service under theISO OATT, and (ii) owns, leases or otherwise possesses an interest in a portion of the New YorkState Transmission System where System Deliverability Upgrades, System Upgrade Facilities,

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Affected Network Upgrade Facilities, or Network Upgrade Facilities are or will be installedpursuant to Attachment P, Attachment X, Attachment S, or Attachment HH 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 unincorporatedorganization, directly or indirectly controlling, controlled by, or under common control with, suchperson or entity. The term “control” shall mean the possession, directly or indirectly, of the powerto direct the management or policies of a person or an entity. A voting interest of ten percent ormore shall create a rebuttable presumption of control.

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

**Applicable Reliability Councils** shall mean the Electric Reliability Organization, the NPCC and the NYSRC.

**Applicable Reliability Standards** shall mean the requirements and guidelines of theApplicable Reliability Councils, and the Transmission District to which the InterconnectionCustomer’s Facility is directly interconnected, as those requirements and guidelines are amendedand modified and in effect from time to time; provided that no Party shall waive its right tochallenge the applicability or validity of any requirement or guideline as applied to it in the contextof this Agreement.

**Applicable Reliability Requirements:** shall mean the NYSRC Reliability Rules, andother criteria, standards and procedures, as described in Section 40.12.1.2 of this Attachment HH,applied when conducting the Cluster Baseline Assessment and the Cluster Project Assessment;provided that no Party shall waive its right to challenge the applicability or validity of anyrequirement or guideline as applied to it in the context of the Standard Interconnection Procedures.The Applicable Reliability Requirements applied are those in effect when the particular assessmentis commenced.

**Attachment Facilities** shall mean the Connecting Transmission Owner’s AttachmentFacilities and the Interconnection Customer’s Attachment Facilities. Collectively, AttachmentFacilities include all facilities and equipment between the Generating Facility or Cluster StudyTransmission Project and the Point of Interconnection, including any modification, additions orupgrades that are necessary to physically and electrically interconnect the Facility to the New YorkState Transmission System or Distribution System. Attachment Facilities are sole use facilitiesand shall not include Stand Alone System Upgrade Facilities, Distribution Upgrades, SystemUpgrade Facilities or System Deliverability Upgrades.

**Balancing Authority** shall mean an entity that integrates resource plans ahead of time,maintains demand and resource balance within a Balancing Authority Area, and supportsinterconnection frequency in real time.

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**Balancing Authority Area** shall mean the collection of generation, transmission, andloads within the metered boundaries of the Balancing Authority. The Balancing Authoritymaintains load-resource balance within this area.

**Base Case** shall mean the base case power flow, short circuit, and stability data bases usedfor the Interconnection Studies or Cluster Study by the NYISO, Connecting Transmission Owneror Interconnection Customer; as described, as applicable, in Section 30.2.3 of the Standard LargeFacility Interconnection Procedures or Section 40.2.6 of the Standard 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.**Calendar Day** shall mean any day including Saturday, Sunday or a federal holiday.

**Capacity Resource Interconnection Service (“CRIS”)** shall mean the service providedby NYISO to Interconnection Customers that satisfy the NYISO Deliverability InterconnectionStandard or that are otherwise eligible to receive CRIS in accordance with Attachment S or HH tothe ISO OATT; such service being one of the eligibility requirements for participation as a NYISOInstalled Capacity Supplier.

**Class Year Interconnection Facilities Study (“Class Year Study”)** shall mean a studyconducted by the NYISO or a third party consultant for the Interconnection Customer to determinea list of facilities (including Connecting Transmission Owner’s Attachment Facilities, DistributionUpgrades, System Upgrade Facilities and System Deliverability Upgrades as identified in theInterconnection System Reliability Impact Study), the cost of those facilities, and the time requiredto interconnect the Large Generating Facility or Class Year Transmission Project with the NewYork State Transmission System or with the Distribution System. The scope of the study is definedin Section 30.8 of the Large Facility Interconnection Procedures in Attachment X to the ISOOATT.

**Class Year Transmission Project** shall mean an Interconnection Customer’s proposednew transmission facility that will interconnect to the New York State Transmission System or aproposed upgrade—an improvement to, addition to, or replacement of a part of an existingtransmission facility—to the New York State Transmission System, for which (1) theInterconnection Customer is eligible to request and does request Capacity ResourceInterconnection Service, subject to the eligibility requirements set forth in the ISO Procedures; or(2) the Interconnection Customer requests only Energy Resource Interconnection Service and thetransmission facility for which it requests Energy Resource Interconnection Service is atransmission facility over which power flow can be directly controlled by power flow controldevices directly connected to the Class Year Transmission Project without having to re-dispatchgeneration. Class Year Transmission Projects shall not include Attachment Facilities, NetworkUpgrade Facilities, System Upgrade Facilities or System Deliverability Upgrades.

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**Cluster** shall mean a group of one or more Projects with validated Interconnection Requests that are studied together for the purpose of conducting a Cluster Study.

**Cluster Study** shall mean the study conducted, as applicable, by the ISO, ConnectingTransmission Owner, Affected Transmission Owner, Affected System Operator or a third partyconsultant for the Interconnection Customer to determine a list of facilities (including ConnectingTransmission Owner’s Attachment Facilities, Distribution Upgrades, System Upgrade Facilitiesand System Deliverability Upgrades), the cost of those facilities, and the time required tointerconnect the Generating Facility or Cluster Study Transmission Project with the New YorkState Transmission System or with the Distribution System. The Cluster Study includes the Phase1 Study and the Phase 2 Study.

**Cluster Study Transmission Project** shall mean an Interconnection Customer’s proposednew transmission facility that will interconnect to the New York State Transmission System or aproposed upgrade—an improvement to, addition to, or replacement of a part of an existingtransmission facility—to the New York State Transmission System, for which (1) theInterconnection Customer is eligible to request and does request Capacity ResourceInterconnection Service, subject to the eligibility requirements set forth in the ISO Procedures; or(2) the Interconnection Customer requests only Energy Resource Interconnection Service and thetransmission facility for which it requests Energy Resource Interconnection Service is atransmission facility over which power flow can be directly controlled by power flow controldevices directly connected to the Cluster Study Transmission Project without having to re-dispatchgeneration. Cluster Study Transmission Projects shall not include Attachment Facilities, NetworkUpgrade Facilities, System Upgrade Facilities or System Deliverability Upgrades.

**Commercial Operation** shall mean the status of a Facility that has commenced generatingor transmitting electricity for sale, excluding electricity generated or transmitted during TrialOperation.

**Commercial Operation Date** of a unit shall mean the date on which the Facilitycommences Commercial Operation, notice of which must be provided by the InterconnectionCustomer to the NYISO and Connecting Transmission Owner in the form provided in Appendix[E-2](#br98) to this Agreement.

**Confidential Information** shall mean any information that is defined as confidential by Artic[le 22](#br65) of this Agreement.

**Connecting Transmission Owner** shall mean the New York public utility or authority (orits designated agent) that (i) owns facilities used for the transmission of Energy in interstatecommerce and provides Transmission Service under the ISO OATT, (ii) owns, leases or otherwisepossesses an interest in the portion of the New York State Transmission System or DistributionSystem at the Point of Interconnection, and (iii) is a Party to this Agreement. For purposes of thisAgreement, the Connecting Transmission Owner is set forth in the preamble of this Agreement.

**Connecting Transmission Owner’s Attachment Facilities** shall mean all facilities andequipment owned, controlled or operated by the Connecting Transmission Owner from the Pointof Change of Ownership to the Point of Interconnection as identified in Appendix [A](#br80) to this

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Agreement, including any modifications, additions or upgrades to such facilities and equipment.Connecting Transmission Owner’s Attachment Facilities are sole use facilities and shall notinclude Distribution Upgrades, Stand Alone System Upgrade Facilities, System UpgradeFacilities, or System Deliverability Upgrades.

**Contingent Facilities** shall mean those Attachment Facilities, Distribution Upgrades,System Upgrade Facilities, and/or System Deliverability Upgrades associated with Class YearProjects or Cluster Study Projects upon which the Facility’s Class Year Study or Cluster StudyProject Cost Allocations are dependent, and if delayed or not built, could impact the actual costsand timing of the Facility’s Project Cost Allocation for System Upgrade Facilities or SystemDeliverability Upgrades.

**Default** shall mean the failure of a Party in Breach of this Agreement to cure such Breach in accordanc[e with Article 17](#br60) of this Agreement.

**Distribution System** shall mean the Connecting Transmission Owner’s facilities andequipment used to distribute electricity that are subject to FERC jurisdiction, and are subject to theNYISO’s Standard Interconnection Procedures in Attachment HH to the ISO OATT under FERCOrder Nos. 2003 and/or 2006. The term Distribution System shall not include LIPA’s distributionfacilities.

**Distribution Upgrades** shall mean the modifications or additions to the existingDistribution System at or beyond the Point of Interconnection that are required for the Facility toconnect reliably to the system in a manner that meets the NYISO Minimum InterconnectionStandard. Distribution Upgrades do not include Attachment Facilities, System Upgrade Facilities,or System Deliverability Upgrades.

**Effective Date** shall mean the date on which this Agreement becomes effective in accordance with Article 2.1 of this Agreement.

**Electric Reliability Organization (“ERO”)** shall mean the North American Electric Reliability Corporation or its successor organization.

**Emergency State** shall mean the condition or state that the New York State Power Systemis in when an abnormal condition occurs that requires automatic or immediate manual action toprevent or limit loss of the New York State Transmission System or Generators that couldadversely affect the reliability of the New York State Power System.

**Energy Resource Interconnection Service (“ERIS”)** shall mean the service provided byNYISO to interconnect the Interconnection Customer’s Generating Facility, Class YearTransmission Project, or Cluster Study Transmission Project to the New York State TransmissionSystem or to the Distribution System in accordance with the NYISO Minimum InterconnectionStandard, to enable the New York State Transmission System to receive Energy and AncillaryServices from the Generating Facility, Class Year Transmission Project, or Cluster StudyTransmission Project, pursuant to the terms of the ISO OATT.

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

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**Facility** shall mean, as applicable, the Generating Facility, Class Year Transmission Project, or Cluster Study Transmission Project.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq. (“FPA”).

**FERC** 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 establishedcivilian authorities, or any other cause beyond a Party’s control. A Force Majeure event does notinclude acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer’s device(s) for the productionand/or storage for later injection of electricity identified in the Interconnection Request, but shallnot include: the Interconnection Customer’s Attachment Facilities or Distribution Upgrades. Afacility comprised of multiple Generators will be treated as a single Generating Facility if thefacility proposed in the Interconnection Request is comprised of multiple Generators behind asingle Point of Interconnection, even if such Generators are different technology types.

**Generating Facility Capacity** shall mean the net seasonal capacity of the GeneratingFacility or the aggregate net seasonal capacity of the Generating Facility consisting of more thanone device for a production and/or storage for later injection.

**Good Utility Practice** shall mean any of the practices, methods and acts engaged in orapproved by a significant portion of the electric industry during the relevant time period, or any ofthe practices, methods and acts which, in the exercise of reasonable judgment in light of the factsknown at the time the decision was made, could have been expected to accomplish the desiredresult at a reasonable cost consistent with good business practices, reliability, safety andexpedition. 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 actsgenerally accepted in the region.

**Governmental Authority** shall mean any federal, state, local or other governmentalregulatory or administrative agency, court, commission, department, board, or other governmentalsubdivision, legislature, rulemaking board, tribunal, or other governmental authority havingjurisdiction over any of the Parties, their respective facilities, or the respective services theyprovide, and exercising or entitled to exercise any administrative, executive, police, or taxingauthority or power; *provided, however*, that such term does not include Interconnection Customer,NYISO, Affected Transmission Owner, Affected System Operator, Connecting TransmissionOwner, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as orincluded in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,”“hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,”

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“toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” orwords of similar meaning and regulatory effect under any applicable Environmental Law, or anyother chemical, material or substance, exposure to which is prohibited, limited or regulated by anyapplicable Environmental Law.

**Initial Backfeed Date** shall mean the date upon which the Interconnection Customerreasonably expects it will be ready to begin use of the Connecting Transmission Owner’sAttachment Facilities to obtain back feed power. Initial Backfeed Date shall include the term In-Service Date as that term is used in Attachments S, X, and Z to the ISO OATT.

**Interconnection Customer** shall mean any entity, including the Connecting TransmissionOwner or any of its affiliates or subsidiaries, that proposes to interconnect its Generating Facility,Class Year Transmission Project, or Cluster Study Transmission Project with the New York StateTransmission System or the Distribution System. For purposes of applying the requirements inthis Agreement, an Interconnection Customer shall include an entity that was categorized as aDeveloper under the NYISO’s Standard Large Facility Interconnection Procedures.

**Interconnection Customer’s Attachment Facilities** shall mean all facilities andequipment that are located between the Generating Facility, Class Year Transmission Project, orCluster Study Transmission Project and the Point of Change of Ownership as identified in[Appendix A](#br80) to this Agreement, including any modification, addition, or upgrades to such facilitiesand equipment necessary to physically and electrically interconnect the Generating Facility, ClassYear Transmission Project, or Cluster Study Transmission Project to the New York StateTransmission System or Distribution System. Interconnection Customer’s Attachment Facilitiesare sole use facilities. For purposes of applying the requirements in this Agreement,Interconnection Customer’s Attachment Facilities shall include facilities that were categorized asDeveloper’s Attachment Facilities under the NYISO’s Standard Large Facility InterconnectionProcedures or Interconnection Customer’s Interconnection Facilities under the NYISO’s SmallGenerator Interconnection Procedures.

**Interconnection Request** shall mean Interconnection Customer’s request, in the form ofAppendix 1 to the Standard Interconnection Procedures in Attachment HH to the ISO OATT orAppendix 1 to the Standard Large Facility Interconnection Procedures in Attachment X to the ISOOATT, in accordance with the ISO OATT, to interconnect a new Facility, Class Year TransmissionProject, or Cluster Study Transmission Project to the New York State Transmission System or tothe Distribution System, or to materially increase the capacity of, or make a material modificationto the operating characteristics of, an existing Generating Facility, Class Year TransmissionProject, or Cluster Study Transmission Project that is interconnected with the New York StateTransmission System or with the Distribution System. For purposes of the InterconnectionRequest, a facility comprised of multiple Generators behind the same Point of Interconnection maybe considered a single Generating Facility, provided the Interconnection Request identifies a singleInterconnection Customer.

**IRS** shall mean the Internal Revenue Service.

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**ISO Services Tariff** shall mean the NYISO Market Administration and Control AreaTariff, as filed with the Commission, and as amended or supplemented from time to time, or anysuccessor tariff thereto.

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

**Material Modification** shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with an equal or later Queue Position.

**Metering Equipment** shall mean all metering equipment installed or to be installed at theFacility pursuant to this Agreement at the metering points, including but not limited to instrumenttransformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit,communications equipment, phone lines, and fiber optics.

**New York State Transmission System** shall mean the entire New York State electrictransmission system, which includes (i) the Transmission Facilities Under ISO OperationalControl; (ii) the Transmission Facilities Requiring ISO Notification; and (iii) all remainingtransmission facilities within the New York Control Area.

**Notice of Dispute** shall mean a written notice of a dispute or claim pursuant to Artic[le 27.1](#br72) of this Agreement 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 Tariffs** shall mean the ISO OATT and ISO Services Tariff.

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

**Party or Parties** shall mean NYISO, Connecting Transmission Owner, or Interconnection Customer or any combination of the above.

**Point of Change of Ownership** shall mean the point where the InterconnectionCustomer’s Attachment Facilities connect to the Connecting Transmission Owner’s AttachmentFacilities. The Point of Change of Ownership is set forth in [Appendix A](#br80) to this Agreement.

**Point of Interconnection** shall mean the point where the Attachment Facilities connect tothe New York State Transmission System or to the Distribution System. The Point ofInterconnection is set forth in Appen[dix A](#br80) to this Agreement.

**Provisional Interconnection Service** shall mean interconnection service provided by theNYISO associated with interconnecting the Interconnection Customer’s Facility to the New YorkState Transmission System (or Distribution System as applicable) and enabling the transmissionsystem to receive electric energy from the Facility at the Point of Interconnection, pursuant to theterms of the Provisional Standard Interconnection Agreement and, if applicable, the ISO OATT.

**Provisional Standard Interconnection Agreement** shall mean the interconnection agreement for Provisional Interconnection Service established between the NYISO, Connecting

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Transmission Owner(s), and the Interconnection Customer. This agreement shall take the form ofthe Standard Interconnection Agreement, modified for provisional purposes and type of facility.

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

**Retired** shall mean 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 MothballOutage or its ICAP Ineligible Forced Outage.

**Site Control** shall mean the necessary land right sufficient to develop, construct, operate,and maintain the Facility over a term of at least ten (10) years from the date of submission of theInterconnection Request. Site Control may be demonstrated by documentation establishing:(1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size to constructand operate the Facility; (2) an option to purchase or acquire a leasehold site of sufficient size toconstruct and operate the Facility; or (3) any other documentation that clearly demonstrates theright of Interconnection Customer to occupy a site of sufficient size to construct and operate theFacility. The term “necessary land right” restricts the use of the site for mutually exclusiveprojects, but does not restrict multi-use applications of the site in addition to its use for the Facility,such as agriculture, ranching, etc. The ISO will maintain acreage requirements and otherapplicable parameters for each facility type on its OASIS or public website.

**Stand Alone System Upgrade Facilities** shall mean System Upgrade Facilities that arenot part of an Affected System that an Interconnection Customer may construct without affectingday-to-day operations of the New York State Transmission System during their construction. TheISO, the Connecting Transmission Owner, and the Interconnection Customer must agree as towhat constitutes Stand Alone System Upgrade Facilities and identify them in [Appendix A](#br80) to theStandard Interconnection Agreement. If the ISO, the Connecting Transmission Owner, and theInterconnection Customer disagree about whether a particular System Upgrade Facility is a StandAlone System Upgrade Facility, the ISO and the Connecting Transmission Owner must providethe Interconnection Customer a written technical explanation outlining why the ISO and theConnecting Transmission Owner do not consider the System Upgrade Facility to be a Stand AloneSystem Upgrade Facility within fifteen (15) Business Days of its determination.

**Standard Interconnection Agreement (“IA”)** shall mean this agreement, which is theform of interconnection agreement applicable to an Interconnection Request pertaining to aGenerating Facility, Class Year Transmission Project, or Cluster Study Transmission Project, thatis included in Attachment HH of the ISO OATT.

**Standard Interconnection Procedures (“Interconnection Procedures” or “SIP”)** shallmean the interconnection procedures applicable to an Interconnection Request pertaining to aGenerating Facility or Cluster Study Transmission Project that are included in this Attachment HHof the ISO OATT.

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

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to an Interconnection Request pertaining to a Large Generating Facility or Class YearTransmission Project that are included in Attachment X of the ISO OATT.

**Standard Upgrade Construction Agreement** shall mean the agreement contained inAppendix 16 to Attachment HH that is made, as applicable, among: (i) the ISO, (ii) the AffectedSystem Operator or Affected Transmission Owner, and (iii) the Interconnection Customer orAffected System Interconnection Customer to facilitate the construction of and to set forth costresponsibility for necessary System Upgrades Facilities, System Deliverability Upgrades, orAffected System Network Upgrades on the New York State Transmission System or DistributionSystem.

**Standard Multiparty Upgrade Construction Agreement** shall mean the agreementcontained in Appendix 17 to Attachment HH that is made, as applicable, among (i) the ISO, (ii)the Affected System Operator or Affected Transmission Owner, and (iii) multiple InterconnectionCustomers or Affected System Interconnection Customers to facilitate the construction of and toset forth cost responsibility for necessary System Upgrade Facilities, System DeliverabilityUpgrades, or Affected System Network Upgrades on the New York State Transmission System orDistribution System.

**Synchronization Date** shall mean the date upon which the Generating Facility, Class YearTransmission Project, or Cluster Study Transmission Project is initially synchronized and uponwhich Trial Operation begins, notice of which must be provided by the Interconnection Customerto the NYISO and Connecting Transmission Owner in the form provided in Appendix [E-1.](#br97)Synchronization Date shall include the term Initial Synchronization Date as that term is used inAttachments S, X, and Z to the ISO OATT.

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

**System Protection Facilities** shall mean the equipment, including necessary protectionsignal communications equipment, required to (1) protect the New York State TransmissionSystem from faults or other electrical disturbances occurring at the Facility and (2) protect theFacility from faults or other electrical system disturbances occurring on the New York StateTransmission System or on other delivery systems or other generating systems to which the NewYork State Transmission System is directly connected.

**System Upgrade Facilities** shall mean the least costly configuration of commerciallyavailable components of electrical equipment that can be used, consistent with Good UtilityPractice and Applicable Reliability Requirements, to make the modifications to the existingtransmission system that are required to maintain system reliability due to: (i) changes in thesystem, including such changes as load growth and changes in load pattern, to be addressed in theform of generic generation or transmission projects; and (ii) proposed interconnections. In the

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case of proposed interconnection projects, System Upgrade Facilities are the modifications oradditions to the existing New York State Transmission System that are required for the proposedproject to connect reliably to the system in a manner that meets the NYISO MinimumInterconnection Standard.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the 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 toacceptance by FERC, or if filed unexecuted, upon the date specified by FERC. The NYISO andConnecting Transmission Owner shall promptly file this Agreement with FERC upon executionin accordanc[e with Article 3.](#br21)

**2.2 Term of Agreement.**

Subject to the provisions of Art[icle 2.3,](#br19) this Agreement shall remain in effect for a periodof twenty (20) years from the Effective Date and shall be automatically renewed for eachsuccessive one-year period thereafter.

**2.3 Termination.**

**2.3.1 Written Notice.**

This Agreement may be terminated:

(i) by the Interconnection Customer after giving the NYISO and ConnectingTransmission Owner ninety (90) Calendar Days advance written notice; or

(ii) by the NYISO and Connecting Transmission Owner by providing written notice toInterconnection Customer after, as applicable, the Generating Facility is Retired or the Class YearTransmission Project or Cluster Study Transmission Project permanently ceases CommercialOperation.

**2.3.2 Default.**

Any Party may terminate this Agreement in accordance with Artic[le 17.](#br60)

**2.3.3 Compliance.**

Notwithstanding Artic[les 2.3.1 and 2.3.2,](#br19) no termination of this Agreement shall becomeeffective until the Parties have complied with all Applicable Laws and Regulations applicable tosuch termination, including the filing with FERC of a notice of termination of this Agreement,which notice has been accepted for filing by FERC.

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**2.4 Termination Costs.**

If a Party elects to terminate this Agreement pursuant to Article [2.3.1](#br19) above, theterminating Party shall pay all costs incurred (including any cancellation costs relating to ordersor contracts for Attachment Facilities and equipment) or charges assessed by the other Parties, asof the date of the other Parties’ receipt of such notice of termination, that are the responsibility ofthe terminating Party under this Agreement. In the event of termination by a Party, all Parties shalluse commercially Reasonable Efforts to mitigate the costs, damages and charges arising as aconsequence of termination. Upon termination of this Agreement, unless otherwise ordered orapproved by FERC:

**2.4.1** With respect to any portion of the Connecting Transmission Owner’s AttachmentFacilities that have not yet been constructed or installed, the Connecting Transmission Owner shallto the extent possible and with Interconnection Customer’s authorization cancel any pendingorders of, or return, any materials or equipment for, or contracts for construction of, such facilities;provided that in the event Interconnection Customer elects not to authorize such cancellation,Interconnection Customer shall assume all payment obligations with respect to such materials,equipment, and contracts, and the Connecting Transmission Owner shall deliver such material andequipment, and, if necessary, assign such contracts, to Interconnection Customer as soon aspracticable, at Interconnection Customer’s expense. To the extent that Interconnection Customerhas already paid Connecting Transmission Owner for any or all such costs of materials orequipment not taken by Interconnection Customer, Connecting Transmission Owner shallpromptly refund such amounts to Interconnection Customer, less any costs, including penaltiesincurred by the Connecting Transmission Owner to cancel any pending orders of or return suchmaterials, equipment, or contracts.

If Interconnection Customer terminates this Agreement, it shall be responsible for all costsincurred in association with Interconnection Customer’s interconnection, including anycancellation costs relating to orders or contracts for Attachment Facilities and equipment, and otherexpenses including any System Upgrade Facilities and System Deliverability Upgrades for whichthe Connecting Transmission Owner has incurred expenses and has not been reimbursed by theInterconnection Customer.

**2.4.2** Connecting Transmission Owner may, at its option, retain any portion of suchmaterials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of,in which case Connecting Transmission Owner shall be responsible for all costs associated withprocuring such materials, equipment, or facilities.

**2.4.3** With respect to any portion of the Attachment Facilities, and any other facilitiesalready installed or constructed pursuant to the terms of this Agreement, Interconnection Customershall be responsible for all costs associated with the removal, relocation or other disposition orretirement of such materials, equipment, or facilities.

**2.5 Disconnection.**

Upon termination of this Agreement, Interconnection Customer and Connecting Transmission Owner will take all appropriate steps to disconnect the Interconnection Customer’s

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Facility from the New York State Transmission System or Distribution System. All costs requiredto effectuate such disconnection shall be borne by the terminating Party, unless such terminationresulted from the non-terminating Party’s Default of this Agreement or such non-terminating Partyotherwise is responsible for these costs under this Agreement.

**2.6 Survival.**

This Agreement shall continue in effect after termination to the extent necessary to providefor final billings and payments and for costs incurred hereunder; including billings and paymentspursuant to this Agreement; to permit the determination and enforcement of liability andindemnification obligations arising from acts or events that occurred while this Agreement was ineffect; and to permit Interconnection Customer and Connecting Transmission Owner each to haveaccess to the lands of the other pursuant to this Agreement or other applicable agreements, todisconnect, remove or salvage its own facilities and equipment.

**ARTICLE 3. REGULATORY FILINGS**

NYISO and Connecting Transmission Owner shall file this Agreement (and anyamendment hereto) with the appropriate Governmental Authority, if required. Any informationrelated to studies for interconnection asserted by Interconnection Customer to contain ConfidentialInformation shall be treated in accordance with Art[icle 22](#br65) of this Agreement and Attachment F tothe ISO OATT. If the Interconnection Customer has executed this Agreement, or any amendmentthereto, Interconnection Customer shall reasonably cooperate with NYISO and ConnectingTransmission Owner with respect to such filing and to provide any information reasonablyrequested by NYISO and Connecting Transmission Owner needed to comply with ApplicableLaws and Regulations.

**ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE**

**4.1 Provision of Service.**

NYISO will provide Interconnection Customer with interconnection service of thefollowing type for the term of this Agreement.

**4.1.1 Product.**

Subject to Art[icle 4.1.2,](#br21) NYISO will provide Energy Resource Interconnection Service andCapacity Resource Interconnection Service to Interconnection Customer at the Point ofInterconnection.

**4.1.2 Execution of Agreement Prior to Completion of Class Year Study or Cluster Study.**

If the Agreement, including a Provisional Standard Interconnection Agreement, is executedprior to the completion of, as applicable, the Class Year Study or Cluster Study for the Facility,Interconnection Customer shall, as applicable: (i) in the Class Year Study decision process acceptthe Project Cost Allocation and post Security for any System Upgrade Facilities that are identifiedfor the Facility and cost allocated in the Class Year Study, or (ii) in the Cluster Study decision

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process accept the Project Cost Allocation and post Security for any Connecting TransmissionOwner’s Attachment Facilities, System Upgrade Facilities, and Distribution Upgrades that areidentified for the Facility and cost allocated in the Cluster Study. Interconnection Customer mustaccept such cost allocation and post the required Security even if the Project Cost Allocationexceeds the estimate included in this Agreement and includes equipment not identified in theAgreement. Unless Interconnection Customer otherwise obtains CRIS in accordance with therequirements in Attachments S or HH to the OATT, Interconnection Customer cannot participate asan Installed Capacity Supplier until after, as applicable, the Class Year Study or Cluster Study iscompleted and (1) the project is deemed deliverable and Interconnection Customer accepts itsDeliverable MWs, or (2) the Interconnection Customer accepts its Project Cost Allocation and postsSecurity for any required System Deliverability Upgrades. If the upgrades or cost estimates identifiedin the Class Year Study or Cluster Study or otherwise determined in accordance with Attachments Sor HH differ from the amounts and description in this Agreement, the Parties shall amend theAgreement, pursuant to Articles [29.11](#br76) and [29.12](#br76) of this Agreement, to reflect the results of, asapplicable, the Class Year Study or Cluster Study.

**4.1.3 Interconnection Customer** is responsible for ensuring that its actual Facilityoutput matches the scheduled delivery from the Facility to the New York State TransmissionSystem, consistent with the scheduling requirements of the NYISO’s FERC-approved marketstructure, including ramping into and out of such scheduled delivery, as measured at the Point ofInterconnection, consistent with the scheduling requirements of the ISO OATT and any applicableFERC-approved market structure.

**4.2 No Transmission Delivery Service.**

The execution of this Agreement does not constitute a request for, nor agreement toprovide, any Transmission Service under the ISO OATT, and does not convey any right to deliverelectricity to any specific customer or Point of Delivery. If Interconnection Customer wishes toobtain Transmission Service on the New York State Transmission System, then InterconnectionCustomer must request such Transmission Service in accordance with the provisions of the ISOOATT.

**4.3 No Other Services.**

The execution of this Agreement does not constitute a request for, nor agreement to provideEnergy, any Ancillary Services or Installed Capacity under the ISO Services Tariff. IfInterconnection Customer wishes to supply Energy, Installed Capacity or Ancillary Services, thenInterconnection Customer will make application to do so in accordance with the ISO ServicesTariff.

**ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION**

**5.1 Options.**

Unless otherwise mutually agreed to by Interconnection Customer and ConnectingTransmission Owner, Interconnection Customer shall select the Initial Backfeed Date,Synchronization Date, and Commercial Operation Date; and either the Standard Option or

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Alternate Option set forth below, and such dates and selected option shall be set forth inAppendix [B](#br91) hereto. At the same time, Interconnection Customer shall indicate whether it electsto exercise the Option to Build set forth in Article [5.1.3](#br23) below. If the dates designated byInterconnection Customer are not acceptable to the Connecting Transmission Owner, theConnecting Transmission Owner shall so notify Interconnection Customer within thirty (30)Calendar Days. Upon receipt of the notification that Interconnection Customer’s designated datesare not acceptable to the Connecting Transmission Owner, Interconnection Customer shall notifythe Connecting Transmission Owner within thirty (30) Calendar Days whether it elects to exercisethe Option to Build if it has not already elected to exercise the Option to Build.

**5.1.1 Standard Option.**

The Connecting Transmission Owner shall design, procure, and construct the ConnectingTransmission Owner’s Attachment Facilities, System Upgrade Facilities and SystemDeliverability Upgrades, using Reasonable Efforts to complete the Connecting TransmissionOwner’s Attachment Facilities, System Upgrade Facilities and System Deliverability Upgrades bythe dates set forth in Appendix [B](#br91) hereto. The Connecting Transmission Owner shall not berequired to undertake any action which is inconsistent with its standard safety practices, its materialand equipment specifications, its design criteria and construction procedures, its labor agreements,and Applicable Laws and Regulations. In the event the Connecting Transmission Ownerreasonably expects that it will not be able to complete the Connecting Transmission Owner’sAttachment Facilities, System Upgrade Facilities and System Deliverability Upgrades by thespecified dates, the Connecting Transmission Owner shall promptly provide written notice toInterconnection Customer and NYISO, and shall undertake Reasonable Efforts to meet the earliestdates thereafter.

**5.1.2 Alternate Option.**

If the dates designated by Interconnection Customer are acceptable to ConnectingTransmission Owner, the Connecting Transmission Owner shall so notify InterconnectionCustomer and NYISO within thirty (30) Calendar Days, and shall assume responsibility for thedesign, procurement and construction of the Connecting Transmission Owner’s AttachmentFacilities by the designated dates. If Connecting Transmission Owner subsequently fails tocomplete Connecting Transmission Owner’s Attachment Facilities by the Initial Backfeed Date,to the extent necessary to provide back feed power; or fails to complete System Upgrade Facilitiesor System Deliverability Upgrades by the Synchronization Date to the extent necessary to allowfor Trial Operation at full power output, unless other arrangements are made by InterconnectionCustomer and Connecting Transmission Owner for such Trial Operation; or fails to complete theSystem Upgrade Facilities and System Deliverability Upgrades by the Commercial OperationDate, as such dates are reflected in [Appendix B](#br91) hereto; Connecting Transmission Owner shall payInterconnection Customer liquidated damages in accordance with Article [5.3,](#br26) LiquidatedDamages, *provided, however*, the dates designated by Interconnection Customer shall be extendedday for day for each day that NYISO refuses to grant clearances to install equipment.

**5.1.3 Option to Build.**

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Individual or multiple Interconnection Customer(s) shall have the option to assumeresponsibility for the design, procurement and construction of Connecting Transmission Owner’sAttachment Facilities and Stand Alone System Upgrade Facilities on the dates specified inArticle [5.1.2](#br23) if the requirements in this Article [5.1.3](#br23) are met. When multiple InterconnectionCustomers may agree to exercise this option, multiple Interconnection Customers may agree toexercise this option provided (1) all Connecting Transmission Owner’s Attachment Facilities andStand Alone System Upgrade Facilities constructed under this option are only required forInterconnection Customers in a single Cluster and (2) all impacted Interconnection Customersexecute and provide to the NYISO and Connecting Transmission Owner an agreement regardingresponsibilities and payments for the construction of the Connecting Transmission Owner’sAttachment Facilities and Stand Alone System Upgrade Facilities planned to be built under thisoption. NYISO, Connecting Transmission Owner, and the individual Interconnection Customeror each of the multiple Interconnection Customers must agree as to what constitutes Stand AloneSystem Upgrade Facilities and identify such Stand Alone System Upgrade Facilities inAppendix [A](#br80) hereto. Except for Stand Alone System Upgrade Facilities, Interconnection Customershall have no right to construct System Upgrade Facilities or System Deliverability Upgradesunder this option.

**5.1.4 Negotiated Option.**

If the dates designated by Interconnection Customer are not acceptable to the ConnectingTransmission Owner, Interconnection Customer and Connecting Transmission Owner shall ingood faith attempt to negotiate terms and conditions (including revision of the specified dates andliquidated damages, the provision of incentives or the procurement and construction of all facilitiesother than the Connecting Transmission Owner’s Attachment Facilities and Stand Alone SystemUpgrade Facilities if Interconnection Customer elects to exercise the Option to Build underArticle [5.1.3.](#br23) If the two Parties are unable to reach agreement on such terms and conditions, then,pursuant to Article [5.1.1](#br23) (Standard Option), Connecting Transmission Owner shall assumeresponsibility for the design, procurement and construction of all facilities other than theConnecting Transmission Owner’s Attachment Facilities and Stand Alone System UpgradeFacilities if Interconnection Customer elects to exercise the Option to Build.

**5.2 General Conditions Applicable to Option to Build.**

If Interconnection Customer assumes responsibility for the design, procurement andconstruction of the Connecting Transmission Owner’s Attachment Facilities and Stand AloneSystem Upgrade Facilities, the following conditions apply:

**5.2.1** Interconnection Customer shall engineer, procure equipment, and construct theConnecting Transmission Owner’s Attachment Facilities and Stand Alone System UpgradeFacilities (or portions thereof) using Good Utility Practice and using standards and specificationsprovided in advance by the Connecting Transmission Owner;

**5.2.2** Interconnection Customer’s engineering, procurement and construction of theConnecting Transmission Owner’s Attachment Facilities and Stand Alone System UpgradeFacilities shall comply with all requirements of law to which Connecting Transmission Owner

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would be subject in the engineering, procurement or construction of the Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities;

**5.2.3** Connecting Transmission Owner shall review and approve the engineeringdesign, equipment acceptance tests, and the construction of the Connecting Transmission Owner’sAttachment Facilities and Stand Alone System Upgrade Facilities;

**5.2.4** Prior to the commencement of construction, Interconnection Customer shallprovide to Connecting Transmission Owner and NYISO a schedule for construction of theConnecting Transmission Owner’s Attachment Facilities and Stand Alone System UpgradeFacilities, and shall promptly respond to requests for information from Connecting TransmissionOwner or NYISO;

**5.2.5** At any time during construction, Connecting Transmission Owner shall have theright to gain unrestricted access to the Connecting Transmission Owner’s Attachment Facilitiesand Stand Alone System Upgrade Facilities and to conduct inspections of the same;

**5.2.6** At any time during construction, should any phase of the engineering, equipmentprocurement, or construction of the Connecting Transmission Owner’s Attachment Facilities andStand Alone System Upgrade Facilities not meet the standards and specifications provided byConnecting Transmission Owner, Interconnection Customer shall be obligated to remedydeficiencies in that portion of the Connecting Transmission Owner’s Attachment Facilities andStand Alone System Upgrade Facilities;

**5.2.7** Interconnection Customer shall indemnify Connecting Transmission Owner andNYISO for claims arising from Interconnection Customer’s construction of ConnectingTransmission Owner’s Attachment Facilities, Stand Alone System Upgrade Facilities underprocedures applicable to Artic[le 18.1](#br60) Indemnity;

**5.2.8** Interconnection Customer shall transfer control of Connecting TransmissionOwner’s Attachment Facilities and Stand Alone System Upgrade Facilities to the ConnectingTransmission Owner;

**5.2.9** Unless Interconnection Customer and Connecting Transmission Owner otherwiseagree, Interconnection Customer shall transfer ownership of Connecting Transmission Owner’sAttachment Facilities and Stand Alone System Upgrade Facilities to Connecting TransmissionOwner;

**5.2.10** Connecting Transmission Owner shall approve and accept for operation andmaintenance the Connecting Transmission Owner’s Attachment Facilities and Stand AloneSystem Upgrade Facilities to the extent engineered, procured, and constructed in accordance withthis Artic[le 5.2;](#br24)

**5.2.11** Interconnection Customer shall deliver to NYISO and Connecting TransmissionOwner “as built” drawings, information, and any other documents that are reasonably required byNYISO or Connecting Transmission Owner to assure that the Attachment Facilities and StandAlone System Upgrade Facilities are built to the standards and specifications required byConnecting Transmission Owner; and

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**5.2.12** If Interconnection Customer exercises the Option to Build pursuant toArticle [5.1.3](#br23) , Interconnection Customer shall pay the Connecting Transmission Owner the agreedupon amount of $5,772,000.00 for the Connecting Transmission Owner to execute theresponsibilities enumerated to Connecting Transmission Owner under Artic[le 5.2.](#br24) The ConnectingTransmission Owner shall invoice Interconnection Customer for this total amount to be dividedon a monthly basis pursuant to Artic[le 12.](#br55)

**5.3 Liquidated Damages.**

The actual damages to Interconnection Customer, in the event the ConnectingTransmission Owner’s Attachment Facilities, System Upgrade Facilities or System DeliverabilityUpgrades are not completed by the dates designated by Interconnection Customer and accepted bythe Connecting Transmission Owner pursuant to subparagraph[s 5.1.2](#br23) [or 5.1.4,](#br24) above, may includeInterconnection Customer’s fixed operation and maintenance costs and lost opportunity costs.Such actual damages are uncertain and impossible to determine at this time. Because of suchuncertainty, any liquidated damages paid by the Connecting Transmission Owner toInterconnection Customer in the event that Connecting Transmission Owner does not completeany portion of the Connecting Transmission Owner’s Attachment Facilities, System UpgradeFacilities or System Deliverability Upgrades by the applicable dates, shall be an amount equal to1/2 of 1 percent per day of the actual cost of the Connecting Transmission Owner’s AttachmentFacilities, System Upgrade Facilities and System Deliverability Upgrades, in the aggregate, forwhich Connecting Transmission Owner has assumed responsibility to design, procure andconstruct.

However, in no event shall the total liquidated damages exceed 20 percent of the actualcost of the Connecting Transmission Owner’s Attachment Facilities, System Upgrade Facilitiesand System Deliverability Upgrades for which the Connecting Transmission Owner has assumedresponsibility to design, procure, and construct. The foregoing payments will be made by theConnecting Transmission Owner to Interconnection Customer as just compensation for thedamages caused to Interconnection Customer, which actual damages are uncertain and impossibleto determine at this time, and as reasonable liquidated damages, but not as a penalty or a methodto secure performance of this Agreement. Liquidated damages, when Interconnection Customerand Connecting Transmission Owner agree to them, are the exclusive remedy for the ConnectingTransmission Owner’s failure to meet its schedule.

Further, Connecting Transmission Owner shall not pay liquidated damages toInterconnection Customer if: (1) Interconnection Customer is not ready to commence use of theConnecting Transmission Owner’s Attachment Facilities, System Upgrade Facilities or SystemDeliverability Upgrades to take the delivery of power for the Interconnection Customer’s Facility’sTrial Operation or to export power from Interconnection Customer’s Facility on the specifieddates, unless Interconnection Customer would have been able to commence use of the ConnectingTransmission Owner’s Attachment Facilities, System Upgrade Facilities or System DeliverabilityUpgrades to take the delivery of power for Interconnection Customer’s Facility’s Trial Operationor to export power from the Interconnection Customer’s Facility, but for Connecting TransmissionOwner’s delay; (2) the Connecting Transmission Owner’s failure to meet the specified dates is theresult of the action or inaction of Interconnection Customer or any other Interconnection Customerwho has entered into an interconnection agreement with the Connecting Transmission Owner and

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NYISO, or action or inaction by any other Party, or any other cause beyond ConnectingTransmission Owner’s reasonable control or reasonable ability to cure; (3) InterconnectionCustomer has assumed responsibility for the design, procurement and construction of theConnecting Transmission Owner’s Attachment Facilities and Stand Alone System UpgradeFacilities; or (4) the Connecting Transmission Owner and Interconnection Customer haveotherwise agreed. In no event shall NYISO have any liability whatever to InterconnectionCustomer for liquidated damages associated with the engineering, procurement or construction ofAttachment Facilities, System Upgrade Facilities or System Deliverability Upgrades.

**5.4 Power System Stabilizers.**

Interconnection Customer shall procure, install, maintain and operate Power SystemStabilizers in accordance with the requirements identified in the Class Year Study or Cluster Studyconducted for Interconnection Customer’s Facility. NYISO and Connecting Transmission Ownerreserve the right to reasonably establish minimum acceptable settings for any installed PowerSystem Stabilizers, subject to the design and operating limitations of the Facility. If the Facility’sPower System Stabilizers are removed from service or not capable of automatic operation,Interconnection Customer shall immediately notify the Connecting Transmission Owner andNYISO.

**5.5 Design and Equipment Procurement.**

If responsibility for construction of the Connecting Transmission Owner’s AttachmentFacilities, Distribution Upgrades, System Upgrade Facilities, or System Deliverability Upgradesis to be borne by the Connecting Transmission Owner, then the Connecting Transmission Ownershall commence design of the applicable facilities for which it is responsible and procure necessaryequipment as soon as practicable after all of the following conditions are satisfied, unlessInterconnection Customer and Connecting Transmission Owner otherwise agree in writing:

**5.5.1** NYISO and Connecting Transmission Owner have completed the Class Year Study or Cluster Study;

**5.5.2** The NYISO has completed the required cost allocation analyses, andInterconnection Customer has accepted its Project Cost Allocation for, as applicable, theConnecting Transmission Owner’s Attachment Facilities, Distribution Upgrades, System UpgradeFacilities, and System Deliverability Upgrades required for the Facility in accordance with theprovisions of Attachment S or HH of the ISO OATT;

**5.5.3** The Connecting Transmission Owner has received written authorization toproceed with design and procurement from Interconnection Customer by the date specified in[Appendix B](#br91) hereto; and

**5.5.4** Interconnection Customer has provided security to the Connecting TransmissionOwner for the design and procurement of the applicable facilities in accordance with Artic[le 11.5](#br54)by the date(s) specified i[n Appendix B](#br91) hereto.

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**5.6 Construction Commencement.**

The Connecting Transmission Owner shall commence construction of the ConnectingTransmission Owner’s Attachment Facilities, Distribution Upgrades, System Upgrade Facilities,and System Deliverability Upgrades for which it is responsible as soon as practicable after thefollowing additional conditions are satisfied:

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

**5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extentrequired for the construction of a discrete aspect of the Connecting Transmission Owner’sAttachment Facilities, System Upgrade Facilities, and System Deliverability Upgrades;

**5.6.3** The Connecting Transmission Owner has received written authorization toproceed with construction from Interconnection Customer by the date specified in Appendix [B](#br91)hereto; and

**5.6.4** Interconnection Customer has provided security to the Connecting TransmissionOwner for the construction of the applicable facilities in accordance with Artic[le 11.5](#br54) by the date(s)specified in [Appendix B](#br91) hereto.

**5.7 Work Progress.**

Interconnection Customer and Connecting Transmission Owner will keep each other, andNYISO, advised periodically as to the progress of their respective design, procurement andconstruction efforts. Any Party may, at any time, request a progress report from InterconnectionCustomer or Connecting Transmission Owner. If, at any time, Interconnection Customerdetermines that the completion of the Connecting Transmission Owner’s Attachment Facilitieswill not be required until after the specified Initial Backfeed Date, Interconnection Customer willprovide written notice to the Connecting Transmission Owner and NYISO of such later date uponwhich the completion of the Connecting Transmission Owner’s Attachment Facilities will berequired.

**5.8 Information Exchange.**

As soon as reasonably practicable after the Effective Date, Interconnection Customer andConnecting Transmission Owner shall exchange information, and provide NYISO the sameinformation, regarding the design and compatibility of their respective Attachment Facilities andcompatibility of the Attachment Facilities with the New York State Transmission System, andshall work diligently and in good faith to make any necessary design changes.

**5.9 Other Interconnection Options**

**5.9.1 Limited Operation.**

If any of the Connecting Transmission Owner’s Attachment Facilities, System Upgrade Facilities, or System Deliverability Upgrades are not reasonably expected to be completed prior to

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the Commercial Operation Date of Interconnection Customer’s Facility, NYISO shall, upon therequest and at the expense of Interconnection Customer, in conjunction with the ConnectingTransmission Owner, perform operating studies on a timely basis to determine the extent to whichInterconnection Customer’s Facility and the Interconnection Customer’s Attachment Facilitiesmay operate prior to the completion of the Connecting Transmission Owner’s AttachmentFacilities, System Upgrade Facilities, or System Deliverability Upgrades consistent withApplicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, andthis Agreement. Connecting Transmission Owner and NYISO shall permit InterconnectionCustomer to operate Interconnection Customer’s Facility and Interconnection Customer’sAttachment Facilities in accordance with the results of such studies.

**5.9.2 Provisional Interconnection Service.**

Prior to: (i) Interconnection Customer’s eligibility under the Standard Large FacilityInterconnection Procedures or Standard Interconnection Procedures pursuant to which it may enterinto an interconnection agreement before the completion of the Class Year Study or Cluster Studyand (ii) the completion of requisite Attachment Facilities, Distribution Upgrades, System UpgradeFacilities, System Distribution Upgrades, or System Protection Facilities, InterconnectionCustomer may request an evaluation for Provisional Interconnection Service. NYISO, inconjunction with the Connecting Transmission Owner, shall determine, through available studiesor additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issueswould arise if Interconnection Customer interconnects without modifications to the Facility or theNew York State Transmission System (or Distribution System as applicable). NYISO, inconjunction with the Connecting Transmission Owner, shall determine whether any AttachmentFacilities, Distribution Upgrades, System Upgrade Facilities, System Deliverability Upgrades, orSystem Protection Facilities, which are necessary to meet Applicable Laws and Regulations,Applicable Reliability Standards, and Good Utility Practice, are in place prior to thecommencement of interconnection service from the Facility. Where available studies indicate thatthe Attachment Facilities, Distribution Upgrades, System Upgrade Facilities, SystemDeliverability Upgrades, or System Protection Facilities are required for the interconnection of anew, modified and/or expanded Facility but such facilities are not currently in place, NYISO, inconjunction with the Connecting Transmission Owner, will perform a study, at InterconnectionCustomer’s expense, to confirm the facilities that are required for Provisional InterconnectionService. The maximum permissible output of the Facility in the Provisional StandardInterconnection Agreement shall be studied, at the Interconnection Customer’s expense, andupdated annually. The NYISO shall issue the study’s findings in writing to InterconnectionCustomer and Connecting Transmission Owner(s). Following a determination by NYISO, inconjunction with the Connecting Transmission Owner, that Interconnection Customer mayreliably provide Provisional Interconnection Service, NYISO shall tender to InterconnectionCustomer and Connecting Transmission Owner, a Provisional Standard InterconnectionAgreement. NYISO, Interconnection Customer, and Connecting Transmission Owner mayexecute the Provisional Standard Interconnection Agreement, or Interconnection Customer mayrequest the filing of an unexecuted Provisional Standard Interconnection Agreement with theCommission. Interconnection Customer shall assume all risk and liabilities with respect tochanges between the Provisional Standard Interconnection Agreement and the StandardInterconnection Agreement, including changes in output limits and the cost responsibilities for the

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Attachment Facilities, System Upgrade Facilities, System Deliverability Upgrades, and/or SystemProtection Facilities.

**5.10 Interconnection Customer’s Attachment Facilities (“ICAF”).**

Interconnection Customer shall, at its expense, design, procure, construct, own and installthe DAF, as set forth in [Appendix A](#br80) hereto.

**5.10.1 ICAF Specifications.**

Interconnection Customer shall submit initial specifications for the ICAF, includingSystem Protection Facilities, to Connecting Transmission Owner and NYISO at least one hundredeighty (180) Calendar Days prior to the Synchronization Date; and final specifications for reviewand comment at least ninety (90) Calendar Days prior to the Synchronization Date. ConnectingTransmission Owner and NYISO shall review such specifications to ensure that the ICAF arecompatible with the technical specifications, operational control, and safety requirements of theConnecting Transmission Owner and NYISO and comment on such specifications within thirty(30) Calendar Days of Interconnection Customer’s submission. All specifications providedhereunder shall be deemed to be Confidential Information.

**5.10.2 No Warranty.**

The review of Interconnection Customer’s final specifications by ConnectingTransmission Owner and NYISO shall not be construed as confirming, endorsing, or providing awarranty as to the design, fitness, safety, durability or reliability of the Facility or the ICAF.Interconnection Customer shall make such changes to the ICAF as may reasonably be required byConnecting Transmission Owner or NYISO, in accordance with Good Utility Practice, to ensurethat the ICAF are compatible with the technical specifications, operational control, and safetyrequirements of the Connecting Transmission Owner and NYISO.

**5.10.3 ICAF Construction.**

The DAF shall be designed and constructed in accordance with Good Utility Practice.Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unlessInterconnection Customer and Connecting Transmission Owner agree on another mutuallyacceptable deadline, Interconnection Customer shall deliver to the Connecting TransmissionOwner and NYISO “as-built” drawings, information and documents for the ICAF, such as: a one-line diagram, a site plan showing the Facility and the ICAF, plan and elevation drawings showingthe layout of the ICAF, a relay functional diagram, relaying AC and DC schematic wiring diagramsand relay settings for all facilities associated with Interconnection Customer’s step-uptransformers, the facilities connecting the Facility to the step-up transformers and the ICAF, andthe impedances (determined by factory tests) for the associated step-up transformers and theFacility. Interconnection Customer shall provide to, and coordinate with, ConnectingTransmission Owner and NYISO with respect to proposed specifications for the excitation system,automatic voltage regulator, Facility control and protection settings, transformer tap settings, andcommunications, if applicable.

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**5.11 Connecting Transmission Owner’s Attachment Facilities Construction.**

The Connecting Transmission Owner’s Attachment Facilities shall be designed andconstructed in accordance with Good Utility Practice. Upon request, within one hundred twenty(120) Calendar Days after the Commercial Operation Date, unless the Connecting TransmissionOwner and Interconnection Customer agree on another mutually acceptable deadline, theConnecting Transmission Owner shall deliver to Interconnection Customer “as-built” drawings,relay diagrams, information and documents for the Connecting Transmission Owner’s AttachmentFacilities set forth [in Appendix A.](#br80)

The Connecting Transmission Owner shall not transfer operational control of theConnecting Transmission Owner’s Attachment Facilities and Stand Alone System UpgradeFacilities to the NYISO upon completion of such facilities.

**5.12 Access Rights.**

Upon reasonable notice and supervision by the Granting Party, and subject to any requiredor necessary regulatory approvals, either the Connecting Transmission Owner or InterconnectionCustomer (“Granting Party”) shall furnish to the other of those two Parties (“Access Party”) at nocost any rights of use, licenses, rights of way and easements with respect to lands owned orcontrolled by the Granting Party, its agents (if allowed under the applicable agency agreement), orany Affiliate, that are necessary to enable the Access Party to obtain the ingress and egress at thePoint of Interconnection to construct, operate, maintain, repair, test (or witness testing), inspect,replace or remove facilities and equipment to: (i) interconnect the Facility with the New YorkState Transmission System or Distribution System; (ii) operate and maintain the Facility, theAttachment Facilities, and the New York State Transmission System; and (iii) disconnect orremove the Access Party’s facilities and equipment upon termination of this Agreement. Inexercising such licenses, rights of way and easements, the Access Party shall not unreasonablydisrupt or interfere with normal operation of the Granting Party’s business and shall adhere to thesafety rules and procedures established in advance, as may be changed from time to time, by theGranting Party and provided to the Access Party. The Access Party shall indemnify the GrantingParty against all claims of injury or damage from third parties resulting from the exercise of theaccess rights provided for herein.

**5.13 Lands of Other Property Owners.**

If any part of the Connecting Transmission Owner’s Attachment Facilities, SystemUpgrade Facilities, and/or System Deliverability Upgrades is to be installed on property owned bypersons other than Interconnection Customer or Connecting Transmission Owner, the ConnectingTransmission Owner shall at Interconnection Customer’s expense use efforts, similar in nature andextent to those that it typically undertakes for its own or affiliated generation, including use of itseminent domain authority, and to the extent consistent with state law, to procure from such personsany 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 AttachmentFacilities, System Upgrade Facilities, and/or System Deliverability Upgrades upon such property.

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**5.14 Permits.**

NYISO, Connecting Transmission Owner, and Interconnection Customer shall cooperatewith each other in good faith in obtaining all permits, licenses and authorizations that are necessaryto accomplish the interconnection in compliance with Applicable Laws and Regulations. Withrespect to this paragraph, Connecting Transmission Owner shall provide permitting assistance toInterconnection Customer comparable to that provided to the Connecting Transmission Owner’sown, or an Affiliate’s generation, if any.

**5.15 Early Construction of Base Case Facilities.**

Interconnection Customer may request Connecting Transmission Owner to construct, andConnecting Transmission Owner shall construct, subject to a binding cost allocation agreementreached in accordance with Attachment S or HH to the ISO OATT, including Section 25.8.7 or

40.17 thereof, using Reasonable Efforts to accommodate Interconnection Customer’s InitialBackfeed Date, all or any portion of any System Upgrade Facilities or System DeliverabilityUpgrades required for Interconnection Customer to be interconnected to the New York StateTransmission System which are included in the Base Case of the Class Year Study or Cluster Studyfor Interconnection Customer, and which also are required to be constructed for anotherInterconnection Customer, but where such construction is not scheduled to be completed in timeto achieve Interconnection Customer’s Initial Backfeed Date.

**5.16 Suspension.**

Interconnection Customer reserves the right, upon written notice to ConnectingTransmission Owner and NYISO, to suspend at any time all work by Connecting TransmissionOwner or Interconnection Customer, as applicable, associated with the construction andinstallation of Connecting Transmission Owner’s Attachment Facilities, System UpgradeFacilities, and/or System Deliverability Upgrades required for only that Interconnection Customerunder this Agreement with the condition that the New York State Transmission System shall beleft in a safe and reliable condition in accordance with Good Utility Practice and the safety andreliability criteria of Connecting Transmission Owner and NYISO. In such event, InterconnectionCustomer shall be responsible for all reasonable and necessary costs and/or obligations inaccordance with Attachment HH to the OATT including those which Connecting TransmissionOwner (i) has incurred pursuant to this Agreement prior to the suspension and (ii) incurs as a resultof the suspension of such work, including any costs incurred by the Connecting TransmissionOwner to perform such work as may be necessary to ensure the safety of persons and property andthe integrity of the New York State Transmission System during such suspension and, ifcancellation or suspension of material, equipment, and labor contracts which ConnectingTransmission Owner cannot reasonably avoid; *provided, however*, that prior to canceling orsuspending any such material, equipment, or labor contract, Connecting Transmission Owner shallobtain Interconnection Customer’s authorization to do so. Interconnection Customer’s election tosuspend work pursuant to this Article [5.16](#br32) shall not toll the time period by which anInterconnection Customer may extend the Commercial Operation Date for the Facility withoutsuch extension being a Material Modification pursuant to Attachment HH to the OATT.

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Connecting Transmission Owner shall invoice Interconnection Customer for such costspursuant to Artic[le 12](#br55) and shall use due diligence to minimize its costs. If: (i) pursuant to thisArticle [5.16,](#br32) Interconnection Customer suspends work associated with the construction andinstallation of Connecting Transmission Owner’s Attachment Facilities, System UpgradeFacilities, and/or System Deliverability Upgrades that is required under this Agreement, and(ii) Interconnection Customer has, as applicable, either not recommenced work or requestedConnecting Transmission Owner to recommence its work required under this Agreement on orbefore the expiration of three (3) years following commencement of such suspension, thisAgreement shall be deemed terminated. The three-year period shall begin on the date thesuspension is requested, or the date of the written notice to Connecting Transmission Owner andNYISO, if no effective date is specified.

**5.17 Taxes.**

If the Facility is a Class Year Transmission Project or a Cluster Study Transmission Project,Appendix [C](#br95) to this Agreement shall include any project-specific variations from the taxrequirements established in this Artic[le 5.17](#br33) that are appropriate for the transmission facility.

**5.17.1 Interconnection Customer Payments Not Taxable.**

Interconnection Customer and Connecting Transmission Owner intend that all paymentsor property transfers made by Interconnection Customer to Connecting Transmission Owner forthe installation of the Connecting Transmission Owner’s Attachment Facilities and the SystemUpgrade Facilities and the System Deliverability Upgrades shall be non-taxable, either ascontributions to capital, or as an advance, in accordance with the Internal Revenue Code and anyapplicable state income tax laws and shall not be taxable as contributions in aid of construction orotherwise under the Internal Revenue Code and any applicable state income tax laws.

**5.17.2 Representations and Covenants.**

In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customerrepresents and covenants that (i) ownership of the electricity generated at the Generating Facilitywill pass to another party prior to the transmission of the electricity on the New York StateTransmission System, (ii) for income tax purposes, the amount of any payments and the cost ofany property transferred to the Connecting Transmission Owner for the Connecting TransmissionOwner’s Attachment Facilities will be capitalized by Interconnection Customer as an intangibleasset 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 Attachment Facilities that is a “dual-useintertie,” within the meaning of IRS Notice 88-129, is reasonably expected to carry only a deminimis amount of electricity in the direction of the Generating Facility. For this purpose, “deminimis 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 notintended to be an exclusive list of the relevant conditions that must be met to conform to IRSrequirements for non-taxable treatment.

At Connecting Transmission Owner’s request, Interconnection Customer shall provide Connecting Transmission Owner with a report from an independent engineer confirming its

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representation in clause (iii), above. Connecting Transmission Owner represents and covenantsthat the cost of the Connecting Transmission Owner’s Attachment Facilities paid for byInterconnection Customer will have no net effect on the base upon which rates are determined.

**5.17.3 Indemnification for the Cost Consequences of Current Tax LiabilityImposed Upon the Connecting Transmission Owner.**

Notwithstanding Article [5.17.1,](#br33) Interconnection Customer shall protect, indemnify andhold harmless Connecting Transmission Owner from the cost consequences of any current taxliability imposed against Connecting Transmission Owner as the result of payments or propertytransfers made by Interconnection Customer to Connecting Transmission Owner under thisAgreement, as well as any interest and penalties, other than interest and penalties attributable toany delay caused by Connecting Transmission Owner.

Connecting Transmission Owner shall not include a gross-up for the cost consequences ofany current tax liability in the amounts it charges Interconnection Customer under this Agreementunless (i) Connecting Transmission Owner has determined, in good faith, that the payments orproperty transfers made by Interconnection Customer to Connecting Transmission Owner shouldbe reported as income subject to taxation or (ii) any Governmental Authority directs ConnectingTransmission Owner to report payments or property as income subject to taxation; *provided,however*, that Connecting Transmission Owner may require Interconnection Customer to providesecurity, in a form reasonably acceptable to Connecting Transmission Owner (such as a parentalguarantee or a letter of credit), in an amount equal to the cost consequences of any current taxliability under this Article [5.17.](#br33) Interconnection Customer shall reimburse ConnectingTransmission Owner for such costs on a fully grossed-up basis, in accordance with Ar[ticle 5.17.4,](#br34)within thirty (30) Calendar Days of receiving written notification from Connecting TransmissionOwner 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 theten-year testing period and the applicable statute of limitation, as it may be extended by theConnecting Transmission Owner upon request of the IRS, to keep these years open for audit oradjustment, or (2) the occurrence of a subsequent taxable event and the payment of any relatedindemnification obligations as contemplated by this [Article 5.17.](#br33)

**5.17.4 Tax Gross-Up Amount.**

Interconnection Customer’s liability for the cost consequences of any current tax liabilityunder this [Article 5.17](#br33) shall be calculated on a fully grossed-up basis. Except as may otherwisebe agreed to by the parties, this means that Interconnection Customer will pay ConnectingTransmission Owner, in addition to the amount paid for the Attachment Facilities and SystemUpgrade Facilities and System Deliverability Upgrades, an amount equal to (1) the current taxesimposed on Connecting Transmission Owner (“Current Taxes”) on the excess of (a) the grossincome realized by Connecting Transmission Owner as a result of payments or property transfersmade by Interconnection Customer to Connecting Transmission Owner under this Agreement(without regard to any payments under this Article [5.17)](#br33) (the “Gross Income Amount”) over(b) the present value of future tax deductions for depreciation that will be available as a result ofsuch payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an

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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 TransmissionOwner’s composite federal and state tax rates at the time the payments or property transfers arereceived and Connecting Transmission Owner will be treated as being subject to tax at the highestmarginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present ValueDepreciation Amount shall be computed by discounting Connecting Transmission Owner’santicipated tax depreciation deductions as a result of such payments or property transfers byConnecting Transmission Owner’s current weighted average cost of capital. Thus, the formula forcalculating Interconnection Customer’s liability to Connecting Transmission Owner pursuant tothis Artic[le 5.17.4](#br34) can be expressed as follows: (Current Tax Rate x (Gross Income Amount -Present Value Depreciation Amount))/(1 - Current Tax Rate). Interconnection Customer’sestimated tax liability in the event taxes are imposed shall be stated in [Appendix A,](#br80) AttachmentFacilities and System Upgrade Facilities and System Deliverability Upgrades.

**5.17.5 Private Letter Ruling or Change or Clarification of Law.**

At Interconnection Customer’s request and expense, Connecting Transmission Owner shallfile with the IRS a request for a private letter ruling as to whether any property transferred or sumspaid, or to be paid, by Interconnection Customer to Connecting Transmission Owner under thisAgreement are subject to federal income taxation. Interconnection Customer will prepare theinitial draft of the request for a private letter ruling, and will certify under penalties of perjury thatall facts represented in such request are true and accurate to the best of Interconnection Customer’sknowledge. Connecting Transmission Owner and Interconnection Customer shall cooperate ingood faith with respect to the submission of such request.

Connecting Transmission Owner shall keep Interconnection Customer fully informed ofthe status of such request for a private letter ruling and shall execute either a privacy act waiver ora limited power of attorney, in a form acceptable to the IRS, that authorizes InterconnectionCustomer to participate in all discussions with the IRS regarding such request for a private letterruling. Connecting Transmission Owner shall allow Interconnection Customer to attend allmeetings with IRS officials about the request and shall permit Interconnection Customer to preparethe initial drafts of any follow-up letters in connection with the request.

**5.17.6 Subsequent Taxable Events.**

If, within 10 years from the date on which the relevant Connecting Transmission OwnerAttachment Facilities are placed in service, (i) Interconnection Customer Breaches the covenantscontained in Artic[le 5.17.2,](#br33) (ii) a “disqualification event” occurs within the meaning of IRS Notice88-129, or (iii) this Agreement terminates and Connecting Transmission Owner retains ownershipof the Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades,Interconnection Customer shall pay a tax gross-up for the cost consequences of any current taxliability imposed on Connecting Transmission Owner, calculated using the methodology describedin Art[icle 5.17.4](#br34) and in accordance with IRS Notice 90-60.

**5.17.7 Contests.**

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In the event any Governmental Authority determines that Connecting TransmissionOwner’s receipt of payments or property constitutes income that is subject to taxation, ConnectingTransmission Owner shall notify Interconnection Customer, in writing, within thirty (30) CalendarDays of receiving notification of such determination by a Governmental Authority. Upon thetimely written request by Interconnection Customer and at Interconnection Customer’s soleexpense, Connecting Transmission Owner may appeal, protest, seek abatement of, or otherwiseoppose such determination. Upon Interconnection Customer’s written request and sole expense,Connecting Transmission Owner may file a claim for refund with respect to any taxes paid underthis [Article 5.17,](#br33) whether or not it has received such a determination. Connecting TransmissionOwner 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 orsettlement of the claim, but Connecting Transmission Owner shall keep Interconnection Customerinformed, shall consider in good faith suggestions from Interconnection Customer about theconduct of the contest, and shall reasonably permit Interconnection Customer or anInterconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Connecting Transmission Owner on a periodicbasis, as invoiced by Connecting Transmission Owner, Connecting Transmission Owner’sdocumented reasonable costs of prosecuting such appeal, protest, abatement or other contest,including any costs associated with obtaining the opinion of independent tax counsel described inthis Article [5.17.7.](#br35) The Connecting Transmission Owner may abandon any contest ifInterconnection Customer fails to provide payment to the Connecting Transmission Owner withinthirty (30) Calendar Days of receiving such invoice. At any time during the contest, ConnectingTransmission Owner may agree to a settlement either with Interconnection Customer’s consent orafter obtaining written advice from nationally-recognized tax counsel, selected by ConnectingTransmission Owner, but reasonably acceptable to Interconnection Customer, that the proposedsettlement represents a reasonable settlement given the hazards of litigation. InterconnectionCustomer’s obligation shall be based on the amount of the settlement agreed to by InterconnectionCustomer, or if a higher amount, so much of the settlement that is supported by the written advicefrom nationally-recognized tax counsel selected under the terms of the preceding sentence. Thesettlement amount shall be calculated on a fully grossed-up basis to cover any related costconsequences of the current tax liability. The Connecting Transmission Owner may also settleany tax controversy without receiving Interconnection Customer’s consent or any such writtenadvice; however, any such settlement will relieve Interconnection Customer from any obligationto indemnify Connecting Transmission Owner for the tax at issue in the contest (unless the failureto obtain written advice is attributable to Interconnection Customer’s unreasonable refusal to theappointment of independent tax counsel).

**5.17.8 Refund.**

In the event that (a) a private letter ruling is issued to Connecting Transmission Ownerwhich holds that any amount paid or the value of any property transferred by InterconnectionCustomer to Connecting Transmission Owner under the terms of this Agreement is not subject tofederal income taxation, (b) any legislative change or administrative announcement, notice, rulingor other determination makes it reasonably clear to Connecting Transmission Owner in good faiththat any amount paid or the value of any property transferred by Interconnection Customer toConnecting Transmission Owner under the terms of this Agreement is not taxable to Connecting

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Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determinationthat any payments or transfers made by Interconnection Customer to Connecting TransmissionOwner are not subject to federal income tax, or (d) if Connecting Transmission Owner receives arefund from any taxing authority for any overpayment of tax attributable to any payment orproperty transfer made by Interconnection Customer to Connecting Transmission Owner pursuantto this Agreement, Connecting Transmission Owner shall promptly refund to InterconnectionCustomer the following:

(i) Any payment made by Interconnection Customer under this Artic[le 5.17](#br33) for taxesthat is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) Interest on any amounts paid by Interconnection Customer to ConnectingTransmission Owner for such taxes which Connecting Transmission Owner did not submit to thetaxing authority, calculated in accordance with the methodology set forth in FERC’s regulationsat 18 C.F.R. §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer tothe date Connecting Transmission Owner refunds such payment to Interconnection Customer, and

(iii) With respect to any such taxes paid by Connecting Transmission Owner, any refundor credit Connecting Transmission Owner receives or to which it may be entitled from anyGovernmental Authority, interest (or that portion thereof attributable to the payment described inclause (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 anyGovernmental Authority resulting from an offset or credit); *provided, however*, that ConnectingTransmission Owner will remit such amount promptly to Interconnection Customer only after andto the extent that Connecting Transmission Owner has received a tax refund, credit or offset fromany Governmental Authority for any applicable overpayment of income tax related to theConnecting Transmission Owner’s Attachment Facilities.

The intent of this provision is to leave both Interconnection Customer and ConnectingTransmission Owner, to the extent practicable, in the event that no taxes are due with respect toany payment for Attachment Facilities and System Upgrade Facilities and System DeliverabilityUpgrades hereunder, in the same position they would have been in had no such tax payments beenmade.

**5.17.9 Taxes Other Than Income Taxes.**

Upon the timely request by Interconnection Customer, and at Interconnection Customer’ssole expense, Connecting Transmission Owner shall appeal, protest, seek abatement of, orotherwise contest any tax (other than federal or state income tax) asserted or assessed againstConnecting Transmission Owner for which Interconnection Customer may be required toreimburse Connecting Transmission Owner under the terms of this Agreement. InterconnectionCustomer shall pay to Connecting Transmission Owner on a periodic basis, as invoiced byConnecting Transmission Owner, Connecting Transmission Owner’s documented reasonablecosts of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customerand 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 Interconnection Customer to Connecting Transmission Owner for

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such taxes until they are assessed by a final, non-appealable order by any court or agency ofcompetent jurisdiction. In the event that a tax payment is withheld and ultimately due and payableafter appeal, Interconnection Customer will be responsible for all taxes, interest and penalties,other than penalties attributable to any delay caused by Connecting Transmission Owner.

**5.18 Tax Status; Non-Jurisdictional Entities.**

**5.18.1 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 thestatus of NYISO, or the status of any Connecting Transmission Owner with respect to the issuanceof bonds including, but not limited to, Local Furnishing Bonds. Notwithstanding any otherprovisions of this Agreement, LIPA, NYPA and Consolidated Edison Company of New York, Inc.shall not be required to comply with any provisions of this Agreement that would result in the lossof tax-exempt status of any of their Tax-Exempt Bonds or impair their ability to issue future tax-exempt obligations. For purposes of this provision, Tax-Exempt Bonds shall include theobligations of the Long Island Power Authority, NYPA and Consolidated Edison Company ofNew York, Inc., the interest on which is not included in gross income under the Internal RevenueCode.

**5.18.2 Non-Jurisdictional Entities.**

LIPA and NYPA do not waive their exemptions, pursuant to Section 201(f) of the FPA,from Commission jurisdiction with respect to the Commission’s exercise of the FPA’s generalratemaking authority.

**5.19 Modification.**

**5.19.1 General.**

Either Interconnection Customer or Connecting Transmission Owner may undertakemodifications to its facilities covered by this Agreement; *provided, however*, that ifInterconnection Customer seeks to undertake any modifications for the Facility, InterconnectionCustomer must comply with the modification requirements for Facilities, including for extensionsof the Commercial Operation Date, set forth in the ISO OATT and ISO Procedures. If eitherInterconnection Customer or Connecting Transmission Owner plans to undertake a modificationthat reasonably may be expected to affect the other Party’s facilities, that Party shall provide to theother Party, and to NYISO, sufficient information regarding such modification so that the otherParty and NYISO may evaluate the potential impact of such modification prior to commencementof the work. Such information shall be deemed to be Confidential Information hereunder and shallinclude information concerning the timing of such modifications and whether such modificationsare expected to interrupt the flow of electricity from the Facility. The Party desiring to performsuch work shall provide the relevant drawings, plans, and specifications to the other Party andNYISO at least ninety (90) Calendar Days in advance of the commencement of the work or suchshorter period upon which the Parties may agree, which agreement shall not unreasonably bewithheld, conditioned or delayed.

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In the case of Facility modifications that do not require Interconnection Customer to submitan Interconnection Request, the NYISO shall provide, within sixty (60) Calendar Days (or suchother time as the Parties may agree), an estimate of any additional modifications to the New YorkState Transmission System, Connecting Transmission Owner’s Attachment Facilities or SystemUpgrade Facilities or System Deliverability Upgrades necessitated by such InterconnectionCustomer modification and a good faith estimate of the costs thereof. The InterconnectionCustomer shall be responsible for the cost of any such additional modifications, including the costof studying the impact of the Interconnection Customer modification.

**5.19.2 Standards.**

Any additions, modifications, or replacements made to a Party’s facilities shall bedesigned, constructed and operated in accordance with this Agreement, NYISO requirements andGood Utility Practice.

**5.19.3 Modification Costs.**

Interconnection Customer shall not be assigned the costs of any additions, modifications,or replacements that Connecting Transmission Owner makes to the Connecting TransmissionOwner’s Attachment Facilities or the New York State Transmission System to facilitate theinterconnection of a third party to the Connecting Transmission Owner’s Attachment Facilities orthe New York State Transmission System, or to provide Transmission Service to a third partyunder the ISO OATT, except in accordance with the cost allocation procedures in Attachment HHof the ISO OATT. Interconnection Customer shall be responsible for the costs of any additions,modifications, or replacements to the Interconnection Customer’s Attachment Facilities that maybe necessary to maintain or upgrade such Interconnection Customer’s Attachment Facilitiesconsistent with Applicable Laws and Regulations, Applicable Reliability Standards or GoodUtility Practice.

**ARTICLE 6. TESTING AND INSPECTION**

**6.1 Pre-Commercial Operation Date Testing and Modifications.**

Prior to the Commercial Operation Date, the Connecting Transmission Owner shall test theConnecting Transmission Owner’s Attachment Facilities (including required control technologiesand protection systems), System Upgrade Facilities, and System Deliverability Upgrades andInterconnection Customer shall test the Facility and the Interconnection Customer’s AttachmentFacilities to ensure their safe and reliable operation. Similar testing may be required after initialoperation. Interconnection Customer and Connecting Transmission Owner shall each make anymodifications to its facilities that are found to be necessary as a result of such testing.Interconnection Customer shall bear the cost of all such testing and modifications. InterconnectionCustomer shall, as applicable, generate test energy at or transit test energy over the Facility onlyif it has arranged for the injection of such test energy in accordance with ISO Procedures.

**6.2 Post-Commercial Operation Date Testing and Modifications.**

Interconnection Customer and Connecting Transmission Owner shall each at its ownexpense perform routine inspection and testing of its facilities and equipment in accordance with

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Good Utility Practice and Applicable Reliability Standards as may be necessary to ensure thecontinued interconnection of the Facility with the New York State Transmission System in a safeand reliable manner. Interconnection Customer and Connecting Transmission Owner shall eachhave the right, upon advance written notice, to require reasonable additional testing of the otherParty’s facilities, at the requesting Party’s expense, as may be in accordance with Good UtilityPractice.

**6.3 Right to Observe Testing.**

Interconnection Customer and Connecting Transmission Owner shall each notify the otherParty, and the NYISO, in advance of its performance of tests of its Attachment Facilities. Theother Party, and the NYISO, shall each have the right, at its own expense, to observe such testing.

**6.4 Right to Inspect.**

Interconnection Customer 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 itsSystem Protection Facilities and other protective equipment, including Power System Stabilizers;(ii) review the settings of the other Party’s System Protection Facilities and other protectiveequipment; and (iii) review the other Party’s maintenance records relative to the AttachmentFacilities, the System Protection Facilities and other protective equipment. NYISO shall havethese same rights of inspection as to the facilities and equipment of Interconnection Customer andConnecting Transmission Owner. A Party may exercise these rights from time to time as it deemsnecessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party ofany such rights shall not be construed as an endorsement or confirmation of any element orcondition of the Attachment Facilities or the System Protection Facilities or other protectiveequipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, orreliability of same. Any information that a Party obtains through the exercise of any of its rightsunder this Article [6.4](#br40) shall be treated in accordance with Article [22](#br65) of this Agreement andAttachment F to the ISO OATT.

**ARTICLE 7. METERING**

**7.1 General.**

Interconnection Customer and Connecting Transmission Owner shall each comply withapplicable requirements of NYISO and the New York Public Service Commission when exercisingits rights and fulfilling its responsibilities under this Art[icle 7.](#br40) Unless otherwise agreed by theConnecting Transmission Owner and NYISO approved meter service provider andInterconnection Customer, the Connecting Transmission Owner shall install Metering Equipmentat the Point of Interconnection prior to any operation of the Facility and shall own, operate, testand maintain such Metering Equipment. Net power flows including MW and MVAR, MWHRand loss profile data to and from the 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 Interconnection Customer or NYISO upon request. Where the Point ofInterconnection for the Facility is other than the generator terminal, the Interconnection Customershall also provide gross MW and MVAR quantities at the generator terminal as required by

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NYISO. If the Facility is a Class Year Transmission Project or a Cluster Study TransmissionProject, Appendix [C](#br95) to this Agreement shall include any project-specific variations from themetering requirements established in this Artic[le 7](#br40) that are appropriate for the transmission facility.Interconnection Customer shall bear all reasonable documented costs associated with the purchase,installation, operation, testing and maintenance of the Metering Equipment.

**7.2 Check Meters.**

Interconnection Customer, at its option and expense, may install and operate, on itspremises and on its side of the Point of Interconnection, one or more check meters to checkConnecting Transmission Owner’s meters. Such check meters shall be for check purposes onlyand shall not be used for the measurement of power flows for purposes of this Agreement, exceptas provided in Artic[le 7.4](#br41) below. The check meters shall be subject at all reasonable times toinspection and examination by Connecting Transmission Owner or its designee. The installation,operation and maintenance thereof shall be performed entirely by Interconnection Customer inaccordance with Good Utility Practice.

**7.3 Standards.**

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

**7.4 Testing of Metering Equipment.**

Connecting Transmission Owner shall inspect and test all of its Metering Equipment uponinstallation and at least once every two (2) years thereafter. If requested to do so by NYISO orInterconnection Customer, Connecting Transmission Owner shall, at Interconnection Customer’sexpense, inspect or test Metering Equipment more frequently than every two (2) years. ConnectingTransmission Owner shall give reasonable notice of the time when any inspection or test shall takeplace, and Interconnection Customer and NYISO may have representatives present at the test orinspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall beadjusted, repaired or replaced at Interconnection Customer’s expense, in order to provide accuratemetering, unless the inaccuracy or defect is due to Connecting Transmission Owner’s failure tomaintain, 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 percentfrom the measurement made by the standard meter used in the test, Connecting TransmissionOwner shall adjust the measurements by correcting all measurements for the period during whichMetering Equipment was in error by using Interconnection Customer’s check meters, if installed.If no such check meters are installed or if the period cannot be reasonably ascertained, theadjustment shall be for the period immediately preceding the test of the Metering Equipment equalto one-half the time from the date of the last previous test of the Metering Equipment. The NYISOshall reserve the right to review all associated metering equipment installation on InterconnectionCustomer’s or Connecting Transmission Owner’s property at any time.

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**7.5 Metering Data.**

At Interconnection Customer’s expense, the metered data shall be telemetered to one ormore locations designated by Connecting Transmission Owner, Interconnection Customer, andNYISO. Such telemetered data shall be used, under normal operating conditions, as the officialmeasurement of the amount of energy delivered from the Facility to the Point of Interconnection.

**ARTICLE 8. COMMUNICATIONS**

**8.1 Interconnection Customer Obligations.**

In accordance with applicable NYISO requirements, Interconnection Customer shallmaintain satisfactory operating communications with Connecting Transmission Owner andNYISO. Interconnection Customer shall provide standard voice line and dedicated voice linecommunications at its Facility control room or central dispatch facility through use of either thepublic telephone system, or a voice communications system that does not rely on the publictelephone system. Interconnection Customer shall also provide the dedicated data circuit(s)necessary to provide Interconnection Customer data to Connecting Transmission Owner andNYISO as set forth in [Appendix D](#br96) hereto. The data circuit(s) shall extend from the Facility to thelocation(s) specified by Connecting Transmission Owner and NYISO. Any required maintenanceof such communications equipment shall be performed by Interconnection Customer. Operationalcommunications shall be activated and maintained under, but not be limited to, the followingevents: system paralleling or separation, scheduled and unscheduled shutdowns, equipmentclearances, and hourly and daily load data.

**8.2 Remote Terminal Unit.**

Prior to the Synchronization Date of the Facility, a Remote Terminal Unit, or equivalentdata collection and transfer equipment acceptable to the Parties, shall be installed byInterconnection Customer, or by Connecting Transmission Owner at Interconnection Customer’sexpense, 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.](#br42) The communication protocol for the data circuit(s)shall be specified by Connecting Transmission Owner and NYISO. Instantaneous bi-directionalanalog real power and reactive power flow information must be telemetered directly to thelocation(s) specified by Connecting Transmission Owner and NYISO.

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

**8.3 No Annexation.**

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

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**ARTICLE 9. OPERATIONS**

**9.1 General.**

Each Party shall comply with Applicable Laws and Regulations and Applicable ReliabilityStandards. Each Party shall provide to the other Parties all information that may reasonably berequired by the other Parties to comply with Applicable Laws and Regulations, and ApplicableReliability Standards. If the Facility is a Class Year Transmission Project or a Cluster StudyTransmission Project, A[ppendix C](#br95) to this Agreement shall include any project-specific variationsfrom the operating requirements established in this Article [9](#br43) that are appropriate for thetransmission facility.

**9.2 NYISO and Connecting Transmission Owner Obligations.**

Connecting Transmission Owner and NYISO shall cause the New York State TransmissionSystem and the Connecting Transmission Owner’s Attachment Facilities to be operated,maintained and controlled in a safe and reliable manner in accordance with this Agreement andthe NYISO Tariffs. Connecting Transmission Owner and NYISO may provide operatinginstructions to Interconnection Customer consistent with this Agreement, the NYISO Tariffs, ISOProcedures, and Connecting Transmission Owner’s operating protocols and procedures, as suchrequirements may change from time to time. Connecting Transmission Owner and NYISO willconsider changes to their respective operating protocols and procedures proposed byInterconnection Customer.

**9.3 Interconnection Customer Obligations.**

Interconnection Customer shall at its own expense operate, maintain, and control theFacility and the Interconnection Customer’s Attachment Facilities in a safe and reliable mannerand in accordance with this Agreement. Interconnection Customer shall operate the Facility andthe Interconnection Customer’s Attachment Facilities in accordance with any additional NYISOand Connecting Transmission Owner requirements, as such requirements are set forth orreferenced in Appendix [C](#br95) hereto. Appendix C will be modified to reflect changes to therequirements as they may change from time to time. Any Party may request that the appropriateother Party or Parties provide copies of the requirements set forth or referenced in [Appendix C](#br95)hereto.

**9.4 Start-Up and Synchronization.**

Consistent with the mutually acceptable procedures of Interconnection Customer andConnecting Transmission Owner, Interconnection Customer is responsible for the propersynchronization of the Facility to the New York State Transmission System in accordance withNYISO and Connecting Transmission Owner procedures and requirements.

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**9.5 Real and Reactive Power Control and Primary Frequency Response. 9.5.1 Power Factor Design Criteria.**

**9.5.1.1 Synchronous Generation.** Interconnection Customer shall designthe Facility to maintain effective composite power delivery at continuous rated power output atthe Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 laggingunless the NYISO or the Transmission Owner in whose Transmission District the Facilityinterconnects has established different requirements that apply to all generators in the New YorkControl Area or Transmission District (as applicable) on a comparable basis, in accordance withGood Utility Practice.

Interconnection Customer shall design and maintain the plant auxiliary systems to operatesafely throughout the entire real and reactive power design range.

**9.5.1.2 Non-Synchronous Generation.** Interconnection Customer shalldesign the Facility to maintain composite power delivery at continuous rated power output at thehigh-side of the generator substation at a power factor within the range of 0.95 leading to 0.95lagging, unless the NYISO or the Transmission Owner in whose Transmission District the Facilityinterconnects has established a different power factor range that applies to all non-synchronousgenerators in the New York Control Area or Transmission District (as applicable) on a comparablebasis, in accordance with Good Utility Practice. This power factor range standard shall be dynamicand can be met using, for example, power electronics designed to supply this level of reactivecapability (taking into account any limitations due to voltage level, real power output, etc.) or fixedand switched capacitors, or a combination of the two. This requirement shall only apply to newlyinterconnection non-synchronous generators that have not yet executed a Class Year StudyAgreement or a Cluster Study Agreement as of September 21, 2016.

Interconnection Customer shall design and maintain the plant auxiliary systems to operatesafely throughout the entire real and reactive power design range.

**9.5.2 Voltage Schedules.**

Once Interconnection Customer has synchronized the Facility with the New York StateTransmission System, NYISO shall require Interconnection Customer to operate the Facility toproduce or absorb reactive power within the design capability of the Facility set forth inArticle [9.5.1](#br44) (Power Factor Design Criteria). NYISO’s voltage schedules shall treat all sources ofreactive power in the New York Control Area in an equitable and not unduly discriminatorymanner. NYISO shall exercise Reasonable Efforts to provide Interconnection Customer with suchschedules in accordance with ISO Procedures, and may make changes to such schedules asnecessary to maintain the reliability of the New York State Transmission System. InterconnectionCustomer shall operate the Facility to maintain the specified output voltage or power factor at thePoint of Interconnection within the design capability of the Facility set forth in [Article 9.5.1](#br44) (PowerFactor Design Criteria) as directed by the Connecting Transmission Owner’s system operator orthe NYISO. If Interconnection Customer is unable to maintain the specified voltage or powerfactor, it shall promptly notify NYISO.

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**9.5.3 Payment for Reactive Power.**

NYISO shall pay Interconnection Customer for reactive power or voltage support servicethat Interconnection Customer provides from the Facility in accordance with the provisions of RateSchedule 2 of the ISO Services Tariff.

**9.5.4 Voltage Regulators.**

Whenever the Facility is operated in parallel with the New York State TransmissionSystem, the automatic voltage regulators shall be in automatic operation at all times. If theFacility’s automatic voltage regulators are not capable of such automatic operation,Interconnection Customer shall immediately notify NYISO, or its designated representative, andensure that such Facility’s real and reactive power are within the design capability of the Facility’sgenerating unit(s) and steady state stability limits and NYISO system operating (thermal, voltageand transient stability) limits. Interconnection Customer shall not cause its Facility to disconnectautomatically or instantaneously from the New York State Transmission System or trip anygenerating unit comprising the Facility for an under or over frequency condition unless theabnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEEStandard C37.106, or such other standard as applied to other generators in the New York ControlArea on a comparable basis.

**9.5.5 Primary Frequency Response.**

Interconnection Customer shall ensure the primary frequency response capability of itsFacility by installing, maintaining, and operating a functioning governor or equivalent controls.The term “functioning governor or equivalent controls” as used herein shall mean the requiredhardware and/or software that provides frequency responsive real power control with the ability tosense changes in system frequency and autonomously adjust the Facility’s real power output inaccordance with the droop and deadband parameters and in the direction needed to correctfrequency deviations. Interconnection Customer is required to install a governor or equivalentcontrols with the capability of operating: (1) with a maximum 5 percent droop ± 0.036 Hzdeadband; or (2) in accordance with the relevant droop, deadband, and timely and sustainedresponse settings from an approved Applicable Reliability Standard providing for equivalent ormore stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacityof the Facility, and shall be linear in the range of frequencies between 59 and 61 Hz that are outsideof the deadband parameter; or (2) based on an approved Applicable Reliability Standard providingfor an equivalent or more stringent parameter. The deadband parameter shall be: the range offrequencies above and below nominal (60 Hz) in which the governor or equivalent controls is notexpected to adjust the Facility’s real power output in response to frequency deviations. Thedeadband shall be implemented: (1) without a step to the droop curve, that is, once the frequencydeviation exceeds the deadband parameter, the expected change in the Facility’s real power outputin response to frequency deviations shall start from zero and then increase (for under-frequencydeviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude ofthe frequency deviation; or (2) in accordance with an approved Applicable Reliability Standardproviding for an equivalent or more stringent parameter. Interconnection Customer shall notifyNYISO that the primary frequency response capability of the Facility has been tested andconfirmed during commissioning. Once Interconnection Customer has synchronized the Facility

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with the New York State Transmission System, Interconnection Customer shall operate theFacility consistent with the provisions specified in Articles [9.5.1.1](#br44) [and 9.5.5.2](#br46) of this Agreement.The primary frequency response requirements contained herein shall apply to both synchronousand non-synchronous Facilities.

**9.5.5.1 Governor or Equivalent Controls.**

Whenever the Facility is operated in parallel with the New York State TransmissionSystem, Interconnection Customer shall operate the Facility with its governor or equivalentcontrols in service and responsive to frequency. Interconnection Customer shall: (1) incoordination with NYISO, set the deadband parameter to: (1) a maximum of ±0.036 Hz and setthe droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadbandsettings from an approved Applicable Reliability Standard that provides for equivalent or morestringent parameters. Interconnection Customer shall be required to provide the status and settingsof the governor and equivalent controls to NYISO and/or the Connecting Transmission Ownerupon request. If Interconnection Customer needs to operate the Facility with its governor orequivalent controls not in service, Interconnection Customer shall immediately notify NYISO andthe Connecting Transmission Owner, and provide both with the following information: (1) theoperating status of the governor or equivalent controls (i.e., whether it is currently out of serviceor when it will be taken out of service); (2) the reasons for removing the governor or equivalentcontrols from service; and (3) a reasonable estimate of when the governor or equivalent controlswill be returned to service. Interconnection Customer shall make Reasonable Efforts to return itsgovernor or equivalent controls into service as soon as practicable. Interconnection Customer shallmake Reasonable Efforts to keep outages of the Facility’s governor or equivalent controls to aminimum whenever the Facility is operated in parallel with the New York State TransmissionSystem.

**9.5.5.2 Timely and Sustained Response.**

Interconnection Customer shall ensure that the Facility’s real power response to sustainedfrequency deviations outside of the deadband setting is automatically provided and shall beginimmediately after frequency deviates outside of the deadband, and to the extent the Facility hasoperating capability in the direction needed to correct the frequency deviation. InterconnectionCustomer shall not block or otherwise inhibit the ability of the governor or equivalent controls torespond and shall ensure that the response is not inhibited, except under certain operationalconstraints including, but not limited to, ambient temperature limitations, physical energylimitations, outages of mechanical equipment, or regulatory requirements. The Facility shallsustain the real power response at least until system frequency returns to a value within thedeadband setting of the governor or equivalent controls. An Applicable Reliability Standard withequivalent or more stringent requirements shall supersede the above requirements.

**9.5.5.3 Exemptions.**

Facilities that are regulated by the United States Nuclear Regulatory Commission shall beexempt from Articles [9.5.5,](#br45) [9.5.5.1, and 9.5.5.2](#br46) of this Agreement. Facilities that are behind themeter generation that is sized-to-load (i.e., the thermal load and the generation are near-balancedin real-time operation and the generation is primarily controlled to maintain the unique thermal,

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chemical, or mechanical output necessary for the operating requirements of its host facility) shallbe required to install primary frequency response capability requirements in accordance with thedroop and deadband capability requirements specified in Article [9.5.5,](#br45) but shall be otherwiseexempt from the operating requirements in Articles [9.5.5,](#br45) [9.5.5.1, 9.5.5.2,](#br46) and [9.5.5.4](#br47) of thisAgreement.

**9.5.5.4 Electric Storage Resources.**

Interconnecting Customer interconnecting a Facility that contains an electric storageresource shall establish an operating range in Appendix [C](#br95) of this Agreement that specifies aminimum state of charge and a maximum state of charge between which the electric storageresource will be required to provide primary frequency response consistent with the conditions setforth in Art[icles 9.5.5,](#br45) [9.5.5.1, 9.5.5.2, and 9.5.5.3](#br46) of this Agreement. [Appendix C](#br95) shall specifywhether the operating range is static or dynamic, and shall consider (1) the expected magnitude offrequency deviations in the interconnection; (2) the expected duration that system frequency willremain outside of the deadband parameter in the interconnection; (3) the expected incidence offrequency deviations outside of the deadband parameter in the interconnection; (4) the physicalcapabilities of the electric storage resource; (5) operational limitations of the electric storageresources due to manufacturer specification; and (6) any other relevant factors agreed to by theNYISO, Connecting Transmission Owner, and Interconnection Customer. If the operating rangeis dynamic, then Appendi[x C](#br95) must establish how frequently the operating range will be reevaluatedand the factors that may be considered during its reevaluation.

Interconnection Customer’s electric storage resource is required to provide timely andsustained primary frequency response consistent with Artic[le 9.5.5.2](#br46) of this Agreement when it isonline and dispatched to inject electricity to the New York State Transmission System and/orreceive electricity from the New York State Transmission System. This excludes circumstanceswhen the electric storage resource is not dispatched to inject electricity to the New York StateTransmission System and/or dispatched to receive electricity from the New York StateTransmission System. If Interconnection Customer’s electric storage resource is charging at thetime 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 chargingin accordance with its droop parameter. Interconnection Customer’s electric storage resource isnot required to change from charging to discharging, or vice versa, unless the response necessitatedby the droop and deadband settings requires it to do so and it is technically capable of making sucha transition.

**9.6 Outages and Interruptions.**

**9.6.1 Outages.**

**9.6.1.1 Outage Authority and Coordination.**

Interconnection Customer and Connecting Transmission Owner may each, in accordancewith ISO Procedures and Good Utility Practice and in coordination with the other Party, removefrom service any of its respective Attachment Facilities or System Upgrade Facilities and SystemDeliverability Upgrades that may impact the other Party’s facilities as necessary to perform

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maintenance or testing or to install or replace equipment. Absent an Emergency State, the Partyscheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedulesuch removal on a date and time mutually acceptable to both the Interconnection Customer andthe Connecting Transmission Owner. In all circumstances either Party planning to remove suchfacility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party ofsuch removal.

**9.6.1.2 Outage Schedules.**

The Connecting Transmission Owner shall post scheduled outages of its transmissionfacilities on the NYISO OASIS. Interconnection Customer shall submit its planned maintenanceschedules for the Facility to Connecting Transmission Owner and NYISO for a minimum of arolling thirty-six month period. Interconnection Customer shall update its planned maintenanceschedules as necessary. NYISO may direct, or the Connecting Transmission Owner may request,Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability ofthe New York State Transmission System. Compensation to Interconnection Customer for anyadditional direct costs that Interconnection Customer incurs as a result of reschedulingmaintenance, including any additional overtime, breaking of maintenance contracts or other costsabove and beyond the cost Interconnection Customer would have incurred absent the request toreschedule maintenance, shall be in accordance with the ISO OATT. Interconnection Customerwill not be eligible to receive compensation, if during the twelve (12) months prior to the date ofthe scheduled maintenance, Interconnection Customer had modified its schedule of maintenanceactivities other than at the direction of the NYISO or request of the Connecting TransmissionOwner.

**9.6.1.3 Outage Restoration.**

If an outage on the Attachment Facilities or System Upgrade Facilities or SystemDeliverability Upgrades of the Connecting Transmission Owner or Interconnection Customeradversely affects the other Party’s operations or facilities, the Party that owns the facility that isout of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normaloperating condition consistent with the nature of the outage. The Party that owns the facility thatis 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 anycorrective actions required. Initial verbal notice shall be followed up as soon as practicable withwritten notice explaining the nature of the outage.

**9.6.2 Interruption of Service**. If required by Good Utility Practice or ApplicableReliability Standards to do so, the NYISO or Connecting Transmission Owner may requireInterconnection Customer to interrupt or reduce production or transmission of electricity if suchproduction or transmission of electricity could adversely affect the ability of NYISO andConnecting Transmission Owner to perform such activities as are necessary to safely and reliablyoperate and maintain the New York State Transmission System. The following provisions shallapply to any interruption or reduction permitted under this Ar[ticle 9.6.2:](#br48)

**9.6.2.1** The interruption or reduction shall continue only for so long as reasonably ne**c**essary under Good Utility Practice;

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**9.6.2.2** Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating and merchant transmission facilities directlyconnected to the New York State Transmission System;

**9.6.2.3** When the interruption or reduction must be made under circumstanceswhich do not allow for advance notice, NYISO or Connecting Transmission Owner shall notifyInterconnection Customer by telephone as soon as practicable of the reasons for the curtailment,interruption, or reduction, and, if known, its expected duration. Telephone notification shall befollowed by written notification as soon as practicable;

**9.6.2.4** Except during the existence of an Emergency State, when theinterruption or reduction can be scheduled without advance notice, NYISO or ConnectingTransmission Owner shall notify Interconnection Customer in advance regarding the timing ofsuch scheduling and further notify Interconnection Customer of the expected duration. NYISO orConnecting Transmission Owner shall coordinate with each other and Interconnection Customerusing Good Utility Practice to schedule the interruption or reduction during periods of least impactto Interconnection Customer, the Connecting Transmission Owner and the New York StateTransmission System;

**9.6.2.5** The Parties shall cooperate and coordinate with each other to theextent necessary in order to restore the Facility, Attachment Facilities, and the New York StateTransmission System to their normal operating state, consistent with system conditions and GoodUtility Practice.

**9.6.3 Ride Through Capability and Performance.**

The New York State Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Councils in the event of an under-frequencysystem disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Facility as required by the Applicable Reliability Councils toensure frequency “ride through” capability of the New York State Transmission System. Facilityresponse to frequency deviations of predetermined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with the NYISO and ConnectingTransmission Owner in accordance with Good Utility Practice. Interconnection Customer shallalso implement under-voltage and over-voltage relay set points, or equivalent electronic controls,as required by the Applicable Reliability Councils to ensure voltage “ride through” capability ofthe New York State Transmission System. The term “ride through” as used herein shall mean theability of a Generating Facility to stay connected to and synchronized with the New York StateTransmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practiceand consistent with any standards and guidelines that are applied to other Generating Facilities inthe Balancing Authority Area on a comparable basis unless the Transmission Owner in whoseTransmission District the Facility interconnects has established different requirements that applyon a comparable basis in accordance with Good Utility Practice. For abnormal frequencyconditions and voltage conditions within the “no trip zone” as that term is defined by EROReliability Standard PRC-024-3, any successor mandatory ride through ERO reliability standards,or any more stringent NPCC or NYSRC requirements applicable to Generating Facilities in the

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Balancing Authority Area on a comparable basis, the non-synchronous Generating Facility mustensure that, within any physical limitations of the Generating Facility, its control and protectionsettings are configured or set to (1) continue active power production during disturbance and postdisturbance periods at pre-disturbance levels, unless reactive power priority mode is enabled orunless providing primary frequency response or fast frequency response; (2) minimize reductionsin active power and remain within dynamic voltage and current limits, if reactive power prioritymode is enabled, unless providing primary frequency response or fast frequency response; (3) notartificially limit dynamic reactive power capability during disturbances; and (4) return to pre-disturbance active power levels without artificial ramp rate limits if active power is reduced, unlessproviding primary frequency response or fast frequency response.

**9.6.4 System Protection and Other Control Requirements.**

**9.6.4.1 System Protection Facilities.** Interconnection Customer shall, at itsexpense, install, operate and maintain System Protection Facilities as a part of the Facility orInterconnection Customer’s Attachment Facilities. Connecting Transmission Owner shall installat Interconnection Customer’s expense any System Protection Facilities that may be required onthe Connecting Transmission Owner’s Attachment Facilities or the New York State TransmissionSystem as a result of the interconnection of the Facility and Interconnection Customer’sAttachment Facilities.

**9.6.4.2** The protection facilities of both Interconnection Customer andConnecting Transmission Owner shall be designed and coordinated with other systems inaccordance with Good Utility Practice and Applicable Reliability Standards.

**9.6.4.3** Interconnection Customer and Connecting Transmission Owner shalleach be responsible for protection of its respective facilities consistent with Good Utility Practiceand Applicable Reliability Standards.

**9.6.4.4** The protective relay design of Interconnection Customer andConnecting Transmission Owner shall each incorporate the necessary test switches to perform thetests required in Article [6](#br39) of this Agreement. The required test switches will be placed such thatthey allow operation of lockout relays while preventing breaker failure schemes from operatingand causing unnecessary breaker operations and/or the tripping of Interconnection Customer’sFacility or Connecting Transmission Owner’s facilities.

**9.6.4.5** Interconnection Customer and Connecting Transmission Owner willeach test, operate and maintain System Protection Facilities in accordance with Good UtilityPractice, ERO and NPCC criteria.

**9.6.4.6** Prior to the Initial Backfeed Date, and again prior to the CommercialOperation Date, Interconnection Customer and Connecting Transmission Owner shall eachperform, or their agents shall perform, a complete calibration test and functional trip test of theSystem Protection Facilities. At intervals suggested by Good Utility Practice and following anyapparent malfunction of the System Protection Facilities, Interconnection Customer andConnecting Transmission Owner shall each perform both calibration and functional trip tests of its

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System Protection Facilities. These tests do not require the tripping of any in-service generationunit. These tests do, however, require that all protective relays and lockout contacts be activated.

**9.6.5 Requirements for Protection.**

In compliance with NPCC requirements and Good Utility Practice, InterconnectionCustomer shall provide, install, own, and maintain relays, circuit breakers and all other devicesnecessary to remove any fault contribution of the Facility to any short circuit occurring on the NewYork State Transmission System not otherwise isolated by Connecting Transmission Owner’sequipment, such that the removal of the fault contribution shall be coordinated with the protectiverequirements of the New York State Transmission System. Such protective equipment shallinclude, without limitation, a disconnecting device or switch with load-interrupting capabilitylocated between the Facility and the New York State Transmission System at a site selected uponmutual agreement (not to be unreasonably withheld, conditioned or delayed) of InterconnectionCustomer and Connecting Transmission Owner. Interconnection Customer shall be responsiblefor protection of the Facility and Interconnection Customer’s other equipment from suchconditions as negative sequence currents, over- or under-frequency, sudden load rejection, over-or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsibleto disconnect the Facility and Interconnection Customer’s other equipment if conditions on theNew York State Transmission System could adversely affect the Facility.

**9.6.6 Power Quality.**

Neither the facilities of Interconnection Customer nor the facilities of ConnectingTransmission Owner shall cause excessive voltage flicker nor introduce excessive distortion to thesinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance withIEEE Standard 519, or any applicable superseding electric industry standard. In the event of aconflict between ANSI Standard C84.1-1989, or any applicable superseding electric industrystandard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard,shall control.

**9.7 Switching and Tagging Rules.**

Interconnection Customer and Connecting Transmission Owner shall each provide theother Party a copy of its switching and tagging rules that are applicable to the other Party’sactivities. Such switching and tagging rules shall be developed on a nondiscriminatory basis. TheParties 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.

**9.8 Use of Attachment Facilities by Third Parties. 9.8.1 Purpose of Attachment Facilities.**

Except as may be required by Applicable Laws and Regulations, or as otherwise agreed toamong the Parties, the Attachment Facilities shall be constructed for the sole purpose ofinterconnecting the Facility to the New York State Transmission System and shall be used for noother purpose.

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**9.8.2 Third Party Users.**

If required by Applicable Laws and Regulations or if the Parties mutually agree, suchagreement not to be unreasonably withheld, to allow one or more third parties to use theConnecting Transmission Owner’s Attachment Facilities, or any part thereof, InterconnectionCustomer will be entitled to compensation for the capital expenses it incurred in connection withthe Attachment Facilities based upon the pro rata use of the Attachment Facilities by ConnectingTransmission Owner, all third party users, and Interconnection Customer, in accordance withApplicable Laws and Regulations or upon some other mutually-agreed upon methodology. Inaddition, cost responsibility for ongoing costs, including operation and maintenance costsassociated with the Attachment Facilities, will be allocated between Interconnection Customer andany third party users based upon the pro rata use of the Attachment Facilities by ConnectingTransmission Owner, all third party users, and Interconnection Customer, in accordance withApplicable Laws and Regulations or upon some other mutually agreed upon methodology. If theissue of such compensation or allocation cannot be resolved through such negotiations, it shall besubmitted to FERC for resolution.

**9.9 Disturbance Analysis Data Exchange.**

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

**9.10 Reserved**

**ARTICLE 10. MAINTENANCE**

**10.1 Connecting Transmission Owner Obligations.**

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

**10.2 Interconnection Customer Obligations.**

Interconnection Customer shall maintain its Facility and Attachment Facilities in a safeand reliable manner and in accordance with this Agreement.

**10.3 Coordination.**

Interconnection Customer and Connecting Transmission Owner shall confer regularly tocoordinate the planning, scheduling and performance of preventive and corrective maintenance onthe Facility and the Attachment Facilities. Interconnection Customer and ConnectingTransmission Owner shall keep NYISO fully informed of the preventive and correctivemaintenance that is planned, and shall schedule all such maintenance in accordance with ISOProcedures.

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**10.4 Secondary Systems.**

Interconnection Customers and Connecting Transmission Owner shall each cooperate withthe other in the inspection, maintenance, and testing of control or power circuits that operate below600 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 InterconnectionCustomer’s or Connecting Transmission Owner’s facilities and equipment which may reasonablybe expected to impact the other Party. Interconnection Customer and Connecting TransmissionOwner shall each provide advance notice to the other Party, and to NYISO, before undertakingany work on such circuits, especially on electrical circuits involving circuit breaker trip and closecontacts, current transformers, or potential transformers.

**10.5 Operating and Maintenance Expenses.**

Subject to the provisions herein addressing the use of facilities by others, and except foroperations and maintenance expenses associated with modifications made for providinginterconnection or transmission service to a third party and such third party pays for such expenses,Interconnection Customer shall be responsible for all reasonable expenses including overheads,associated with: (1) owning, operating, maintaining, repairing, and replacing InterconnectionCustomer’s Attachment Facilities; and (2) operation, maintenance, repair and replacement ofConnecting Transmission Owner’s Attachment Facilities. The Connecting Transmission Ownershall be entitled to the recovery of incremental operating and maintenance expenses that it incursassociated with System Upgrade Facilities and System Deliverability Upgrades if and to the extentprovided for under Attachment HH to the ISO OATT.

**ARTICLE 11. PERFORMANCE OBLIGATION**

**11.1 Interconnection Customer’s Attachment Facilities.**

Interconnection Customer shall design, procure, construct, install, own and/or control theInterconnection Customer’s Attachment Facilities described in Appendix [A](#br80) hereto, at its soleexpense.

**11.2 Connecting Transmission Owner’s Attachment Facilities.**

Connecting Transmission Owner or Interconnection Customer, as determined inaccordance with [Article 5](#br22) of this Agreement, shall design, procure, construct, and/or install theConnecting Transmission Owner’s Attachment Facilities described in A[ppendix A](#br80) hereto at thesole expense of the Interconnection Customer. Connecting Transmission Owner shall own theConnecting Transmission Owner’s Attachment Facilities.

**11.3 System Upgrade Facilities and System Deliverability Upgrades.**

Connecting Transmission Owner or Interconnection Customer, as determined inaccordance with [Article 5](#br22) of this Agreement, shall design, procure, construct, and/or install theSystem Upgrade Facilities and System Deliverability Upgrades described in [Appendix A](#br80) hereto.Connecting Transmission Owner shall own the System Upgrade Facilities and System

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Deliverability Upgrades. The responsibility of the Interconnection Customer for costs related toSystem Upgrade Facilities and System Deliverability Upgrades shall be determined in accordancewith the provisions of Attachment HH to the OATT.

**11.4 Upgrades on Affected Systems or Upgrades Required for Multiple Projects on Connecting Transmission Owner’s System or Affected Systems.**

If any System Upgrade Facilities or System Deliverability Upgrades are required on anAffected System or Connecting Transmission Owner’s system in connection with theinterconnection of the Facility and are subject to the requirements to enter a Standard UpgradesConstruction Agreement or a Standard Multiparty Upgrade Construction Agreement pursuant tothe requirements in Attachment HH to the OATT, the upgrades will be described in [Appendix A](#br80)to this Agreement and constructed in accordance with the applicable construction agreement. Ifthe Facility is subject to an Affected System Study for potential impacts to an External AffectedSystem, the status of the Affected System Study and any identified Affected System NetworkUpgrades on the External Affected System will be described in A[ppendix A](#br80) to this Agreement.

**11.5 Provision of Security.**

*[If this Agreement is for a Generating Facility or Cluster Study Transmission Projectparticipating in a Cluster Study Process that accepted, or is agreeing under this Agreement toaccept, as applicable its Project Cost Allocation for Connecting Transmission Owner’sAttachment Facilities, Distribution Upgrades, System Upgrade Facilities, and/or SystemDeliverability Upgrades and has posted, or is agreeing to post, the related Security in the ClusterStudy Process, this provision will be replaced with the following: Attachment HH to the ISO OATTshall govern the Security that Interconnection Customer provided for, as applicable, ConnectingTransmission Owner’s Attachment Facilities, Distribution Upgrades, System Upgrade Facilitiesand/or System Deliverability Upgrades for a Generating Facility or Cluster Study TransmissionProject that participated in a Cluster Study.]*

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’sAttachment Facilities, Interconnection Customer shall provide Connecting Transmission Owner,at Interconnection Customer’s option, a guarantee, a letter of credit or other form of security thatis reasonably acceptable to Connecting Transmission Owner and is consistent with the UniformCommercial Code of the jurisdiction identified in Artic[le 14.2.1](#br58) of this Agreement. Such securityfor payment shall be in an amount sufficient to cover the cost for Interconnection Customer’s shareof constructing, procuring and installing the applicable portion of Connecting TransmissionOwner’s Attachment Facilities, and shall be reduced on a dollar-for-dollar basis for paymentsmade to Connecting Transmission Owner for these purposes.

In addition:

**11.5.1** The guarantee must be made by an entity that meets the commercially reasonablecreditworthiness requirements of Connecting Transmission Owner, and contains terms andconditions that guarantee payment of any amount that may be due from Interconnection Customer,up to an agreed-to maximum amount.

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**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.

**11.5.3** Attachment HH to the ISO OATT shall govern the Security that InterconnectionCustomer provided for System Upgrade Facilities and System Deliverability Upgrades for aGenerating Facility or Class Year Transmission Project that participated in a Class Year Study.

**11.6 Interconnection Customer’s Compensation for Emergency Services.**

If, during an Emergency State, Interconnection Customer provides services at the requestor direction of the NYISO or Connecting Transmission Owner, Interconnection Customer will becompensated for such services in accordance with the ISO Services Tariff.

**11.7 Line Outage Costs.**

Notwithstanding anything in the ISO OATT to the contrary, the Connecting TransmissionOwner may propose to recover line outage costs associated with the installation of ConnectingTransmission Owner’s Attachment Facilities, System Upgrade Facilities, or System DeliverabilityUpgrades on a case-by-case basis.

**ARTICLE 12. INVOICE**

**12.1 General.**

Interconnection Customer and Connecting Transmission Owner shall each submit to theother Party, on a monthly basis, invoices of amounts due for the preceding month or as otherwiseagreed by such Parties and as set forth in Section 3 of Appendix B. Each invoice shall state themonth to which the invoice applies and fully describe the services and equipment provided.Interconnection Customer and Connecting Transmission Owner may discharge mutual debts andpayment obligations due and owing to each other on the same date through netting, in which caseall amounts one Party owes to the other Party under this Agreement, including interest paymentsor credits, shall be netted so that only the net amount remaining due shall be paid by the owingParty.

**12.2 Final Invoice.**

Within six months after completion of the construction of the Connecting TransmissionOwner’s Attachment Facilities, System Upgrade Facilities, and System Deliverability Upgrades,Connecting Transmission Owner shall provide an invoice of the final cost of the construction ofthe Connecting Transmission Owner’s Attachment Facilities, System Upgrade Facilities, andSystem Deliverability Upgrades, determined in accordance with Attachment HH to the ISOOATT, and shall set forth such costs in sufficient detail to enable Interconnection Customer tocompare the actual costs with the estimates and to ascertain deviations, if any, from the costestimates. Connecting Transmission Owner shall refund to Interconnection Customer any amountby which the actual payment by Interconnection Customer for estimated costs exceeds the actualcosts of construction within thirty (30) Calendar Days of the issuance of such final constructioninvoice.

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**12.3 Payment.**

Invoices shall be rendered to the paying Party at the address specified in [Appendix F](#br99) 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 wiretransfer to a bank named and account designated by the invoicing Party. Payment of invoices willnot constitute a waiver of any rights or claims the paying Party may have under this Agreement.

**12.4 Disputes.**

In the event of a billing dispute between Connecting Transmission Owner andInterconnection Customer, Connecting Transmission Owner shall continue to perform under thisAgreement as long as Interconnection Customer: (i) continues to make all payments not in dispute;and (ii) pays to Connecting Transmission Owner or into an independent escrow account the portionof the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails tomeet these two requirements for continuation of service, then Connecting Transmission Ownermay provide notice to Interconnection Customer of a Default pursuant to Artic[le 17.](#br60) Within thirty(30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Partyshall pay the amount due with interest calculated in accord with the methodology set forth inFERC’s Regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

**ARTICLE 13. EMERGENCIES**

**13.1 Obligations.**

Each Party shall comply with the Emergency State procedures of NYISO, the ApplicableReliability Councils, of Applicable Laws and Regulations, and any emergency procedures agreedto by the NYISO Operating Committee.

**13.2 Notice.**

NYISO or, as applicable, Connecting Transmission Owner shall notify InterconnectionCustomer promptly when it becomes aware of an Emergency State that affects the ConnectingTransmission Owner’s Attachment Facilities or the New York State Transmission System thatmay reasonably be expected to affect Interconnection Customer’s operation of the Facility or theInterconnection Customer’s Attachment Facilities. Interconnection Customer shall notify NYISOand Connecting Transmission Owner promptly when it becomes aware of an Emergency State thataffects the Facility or the Interconnection Customer’s Attachment Facilities that may reasonablybe expected to affect the New York State Transmission System or the Connecting TransmissionOwner’s Attachment Facilities. To the extent information is known, the notification shall describethe Emergency State, the extent of the damage or deficiency, the expected effect on the operationof Interconnection Customer’s or Connecting Transmission Owner’s facilities and operations, itsanticipated duration and the corrective action taken and/or to be taken. The initial notice shall befollowed as soon as practicable with written notice.

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**13.3 Immediate Action.**

Unless, in Interconnection Customer’s reasonable judgment, immediate action is required,Interconnection Customer shall obtain the consent of Connecting Transmission Owner, suchconsent to not be unreasonably withheld, prior to performing any manual switching operations atthe Facility or the Interconnection Customer’s Attachment Facilities in response to an EmergencyState either declared by NYISO, Connecting Transmission Owner or otherwise regarding NewYork State Transmission System.

**13.4 NYISO and Connecting Transmission Owner Authority.**

**13.4.1 General.**

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

NYISO and Connecting Transmission Owner shall use Reasonable Efforts to minimize theeffect of such actions or inactions on the Facility or the Interconnection Customer’s AttachmentFacilities. NYISO or Connecting Transmission Owner may, on the basis of technicalconsiderations, require the Facility to mitigate an Emergency State by taking actions necessaryand limited in scope to remedy the Emergency State, including, but not limited to, directingInterconnection Customer to shut-down, start-up, increase or decrease the real or reactive poweroutput of the Facility; implementing a reduction or disconnection pursuant to Article [13.4.2;](#br57)directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; oraltering the outage schedules of the Facility and the Interconnection Customer’s AttachmentFacilities. Interconnection Customer shall comply with all of the NYISO and ConnectingTransmission Owner’s operating instructions concerning Facility real power and reactive poweroutput within the manufacturer’s design limitations of the Facility’s equipment that is in serviceand physically available for operation at the time, in compliance with Applicable Laws andRegulations.

**13.4.2 Reduction and Disconnection.**

NYISO or Connecting Transmission Owner may reduce generation or transmission fromor disconnect the Facility or the Interconnection Customer’s Attachment Facilities, when suchreduction 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 ISOOATT. When NYISO or Connecting Transmission Owner can schedule the reduction ordisconnection in advance, NYISO or Connecting Transmission Owner shall notify InterconnectionCustomer of the reasons, timing and expected duration of the reduction or disconnection. NYISOor Connecting Transmission Owner shall coordinate with Interconnection Customer using GoodUtility Practice to schedule the reduction or disconnection during periods of least impact toInterconnection Customer and the New York State Transmission System. Any reduction or

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disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.The Parties shall cooperate with each other to restore the Facility, the Attachment Facilities, andthe New York State Transmission System to their normal operating state as soon as practicableconsistent with Good Utility Practice.

**13.5 Interconnection Customer Authority.**

Consistent with Good Utility Practice and this Agreement, Interconnection Customer maytake whatever actions or inactions with regard to the Facility or the Interconnection Customer’sAttachment Facilities during an Emergency State in order to (i) preserve public health and safety,(ii) preserve the reliability of the Facility or the Interconnection Customer’s Attachment Facilities,(iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customershall use Reasonable Efforts to minimize the effect of such actions or inactions on the New YorkState Transmission System and the Connecting Transmission Owner’s Attachment Facilities.NYISO and Connecting Transmission Owner shall use Reasonable Efforts to assistInterconnection Customer in such actions.

**13.6 Limited Liability.**

Except as otherwise provided in [Article 11.6](#br55) of this Agreement, no Party shall be liable toanother Party for any action it takes in responding to an Emergency State so long as such action ismade in good faith and is consistent with Good Utility Practice and the NYISO Tariffs.

**ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW**

**14.1 Regulatory Requirements.**

Each Party’s obligations under this Agreement shall be subject to its receipt of any requiredapproval or certificate from one or more Governmental Authorities in the form and substancesatisfactory to the applying Party, or the Party making any required filings with, or providing noticeto, 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 Interconnection Customer to take any action that couldresult in its inability to obtain, or its loss of, status or exemption under the Federal Power Act orthe Public Utility Holding Company Act of 2005 or the Public Utility Regulatory Policies Act of1978, as amended.

**14.2 Governing Law.**

**14.2.1** The validity, interpretation and performance of this Agreement and each of itsprovisions shall be governed by the laws of the state of New York, without regard to its conflictsof law principles.

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

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

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**ARTICLE 15. NOTICES**

**15.1 General.**

Unless otherwise provided in this Agreement, any notice, demand or request required orpermitted to be given by a Party to the other Parties and any instrument required or permitted tobe tendered or delivered by a Party in writing to the other Parties shall be effective when deliveredand may be so given, tendered or delivered, by recognized national courier, or by depositing thesame with the United States Postal Service with postage prepaid, for delivery by certified orregistered mail, addressed to the Party, or personally delivered to the Party, at the address set out[in Appendix F](#br99) hereto.

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

**15.2 Billings and Payments.**

Billings and payments shall be sent to the addresses set out in [Appendix F](#br99) hereto.

**15.3 Alternative Forms of Notice.**

Any notice or request required or permitted to be given by a Party to the other Parties andnot required by this Agreement to be given in writing may be so given by telephone or email tothe telephone numbers and email addresses set out in Appen[dix F](#br99) hereto.

**15.4 Operations and Maintenance Notice.**

Interconnection Customer and Connecting Transmission Owner shall each notify the otherParty, and NYISO, in writing of the identity of the person(s) that it designates as the point(s) ofcontact with respect to the implementation of Art[icles 9](#br43) and [10](#br52) of this Agreement.

**ARTICLE 16. FORCE MAJEURE**

Economic hardship is not considered a Force Majeure event. A Party shall not beresponsible or liable, or deemed, in Default with respect to any obligation hereunder, (includingobligations under Artic[le 4](#br21) 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 Partyunable to fulfill any obligation hereunder (other than an obligation to pay money when due) byreason of Force Majeure shall give notice and the full particulars of such Force Majeure to theother Parties in writing or by telephone as soon as reasonably possible after the occurrence of thecause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writingas soon as reasonably possible and shall specifically state full particulars of the Force Majeure, thetime and date when the Force Majeure occurred and when the Force Majeure is reasonablyexpected to cease. The Party affected shall exercise due diligence to remove such disability withreasonable dispatch, but shall not be required to accede or agree to any provision not satisfactoryto it in order to settle and terminate a strike or other labor disturbance.

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**ARTICLE 17. DEFAULT**

**17.1 General.**

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

**17.2 Right to Terminate.**

If a Breach is not cured as provided in this Artic[le 17,](#br60) or if a Breach is not capable of beingcured within the period provided for herein, the non-Breaching Parties acting together shallthereafter have the right to declare a Default and terminate this Agreement by written notice at anytime until cure occurs, and be relieved of any further obligation hereunder and, whether or notthose Parties terminate this Agreement, to recover from the defaulting Party all amounts duehereunder, plus all other damages and remedies to which they are entitled at law or in equity. Theprovisions of this Article will survive termination of this Agreement.

**ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE**

**18.1 Indemnity.**

Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and saveharmless, 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 damageto property, the alleged violation of any Environmental Law, or the release or threatened releaseof any Hazardous Substance, demand, suits, recoveries, costs and expenses, court costs, attorneyfees, and all other obligations by or to third parties (any and all of these a “Loss”), arising out ofor resulting from (i) the Indemnified Party’s performance of its obligations under this Agreementon behalf of the Indemnifying Party, except in cases where the Indemnifying Party can demonstratethat the Loss of the Indemnified Party was caused by the gross negligence or intentionalwrongdoing of the Indemnified Party or (ii) the violation by the Indemnifying Party of anyEnvironmental Law or the release by the Indemnifying Party of any Hazardous Substance.

**18.1.1 Indemnified Party.**

If a Party is entitled to indemnification under this Artic[le 18](#br60) as a result of a claim by a thirdparty, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed underArtic[le 18.1.3,](#br61) to assume the defense of such claim, such Indemnified Party may at the expense ofthe Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, orpay in full, such claim.

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**18.1.2 Indemnifying Party.**

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Partyharmless under this [Article 18,](#br60) the amount owing to the Indemnified Party shall be the amount ofsuch Indemnified Party’s actual Loss, net of any insurance or other recovery.

**18.1.3 Indemnity Procedures.**

Promptly after receipt by an Indemnified Party of any claim or notice of thecommencement of any action or administrative or legal proceeding or investigation as to whichthe indemnity provided for in Article [18.1](#br60) may apply, the Indemnified Party shall notify theIndemnifying Party of such fact. Any failure of or delay in such notification shall not affect aParty’s indemnification obligation unless such failure or delay is materially prejudicial to theIndemnifying Party.

Except as stated below, the Indemnifying Party shall have the right to assume the defensethereof with counsel designated by such Indemnifying Party and reasonably satisfactory to theIndemnified Party. If the defendants in any such action include one or more Indemnified Partiesand the Indemnifying Party and if the Indemnified Party reasonably concludes that there may belegal defenses available to it and/or other Indemnified Parties which are different from oradditional to those available to the Indemnifying Party, the Indemnified Party shall have the rightto select separate counsel to assert such legal defenses and to otherwise participate in the defenseof such action on its own behalf. In such instances, the Indemnifying Party shall only be requiredto pay the fees and expenses of one additional attorney to represent an Indemnified Party orIndemnified 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 andcontrol the defense of any such action, suit or proceedings if and to the extent that, in the opinionof the Indemnified Party and its counsel, such action, suit or proceeding involves the potentialimposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity ofinterest between the Indemnified Party and the Indemnifying Party, in such event the IndemnifyingParty shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consentto the entry of any judgment in any action, suit or proceeding without the consent of theIndemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

**18.2 No Consequential Damages.**

Other than the liquidated damages heretofore described and the indemnity obligations setforth in Ar[ticle 18.1,](#br60) in no event shall any Party be liable under any provision of this Agreementfor any losses, damages, costs or expenses for any special, indirect, incidental, consequential, orpunitive damages, including but not limited to loss of profit or revenue, loss of the use ofequipment, cost of capital, cost of temporary equipment or services, whether based in whole or inpart 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

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agreement will not be considered to be special, indirect, incidental, or consequential damageshereunder.

**18.3 Insurance.**

Interconnection Customer and Connecting Transmission Owner shall each, at its ownexpense, procure and maintain in force throughout the period of this Agreement and until releasedby the other Parties, the following minimum insurance coverages, with insurance companieslicensed to write insurance or approved eligible surplus lines carriers in the state of New York witha minimum A.M. Best rating of A or better for financial strength, and an A.M. Best financial sizecategory of VIII or better:

**18.3.1** Employers’ Liability and Workers’ Compensation Insurance providing statutory benefits in accordance with the laws and regulations of New York State.

**18.3.2** Commercial General Liability (“CGL”) Insurance including premises andoperations, personal injury, broad form property damage, broad form blanket contractual liabilitycoverage products and completed operations coverage, coverage for explosion, collapse andunderground hazards, independent contractors coverage, coverage for pollution to the extentnormally available and punitive damages to the extent normally available using Insurance ServicesOffice, Inc. Commercial General Liability Coverage (“ISO CG”) Form CG 00 01 04 13 or a formequivalent to or better than CG 00 01 04 13, with minimum limits of Two Million Dollars($2,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate combined singlelimit for personal injury, bodily injury, including death and property damage.

**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 aminimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodilyinjury, including death, and property damage.

**18.3.4** If applicable, the Commercial General Liability and Comprehensive AutomobileLiability Insurance policies should include contractual liability for work in connection withconstruction or demolition work on or within 50 feet of a railroad, or a separate Railroad ProtectiveLiability Policy should be provided.

**18.3.5** Excess Liability Insurance over and above the Employers’ Liability, CommercialGeneral Liability and Comprehensive Automobile Liability Insurance coverages, with a minimumcombined single limit of Twenty Million Dollars ($20,000,000) per occurrence and TwentyMillion Dollars ($20,000,000) aggregate. The Excess policies should contain the same extensionslisted under the Primary policies.

**18.3.6** The Commercial General Liability Insurance, Comprehensive AutomobileInsurance and Excess Liability Insurance policies of Interconnection Customer and ConnectingTransmission Owner shall name the other Party, its parent, associated and Affiliate companies andtheir respective directors, officers, agents, servants and employees (“Other Party Group”) asadditional insureds using ISO CG Endorsements: CG 20 33 04 13, and CG 20 37 04 13 or CG 2010 04 13 and CG 20 37 04 13 or equivalent to or better forms. All policies shall contain provisionswhereby the insurers waive all rights of subrogation in accordance with the provisions of this

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Agreement against the Other Party Group and provide thirty (30) Calendar days advance writtennotice to the Other Party Group prior to anniversary date of cancellation or any material change incoverage or condition.

**18.3.7** The Commercial General Liability Insurance, Comprehensive AutomobileLiability Insurance and Excess Liability Insurance policies shall contain provisions that specifythat the policies are primary and non-contributory. Interconnection Customer and ConnectingTransmission Owner shall each be responsible for its respective deductibles or retentions.

**18.3.8** The Commercial General Liability Insurance, Comprehensive AutomobileLiability Insurance and Excess Liability Insurance policies, if written on a Claims First MadeBasis, shall be maintained in full force and effect for at least three (3) years after termination ofthis Agreement, which coverage may be in the form of tail coverage or extended reporting periodcoverage if agreed by Interconnection Customer and Connecting Transmission Owner.

**18.3.9** If applicable, Pollution Liability Insurance in an amount no less than $7,500,000per occurrence and $7,500,000 in the aggregate. The policy will provide coverage for claimsresulting from pollution or other environmental impairment arising out of or in connection withwork performed on the premises by the other party, its contractors and and/or subcontractors. Suchinsurance is to include coverage for, but not be limited to, cleanup, third party bodily injury andproperty damage and remediation and will be written on an occurrence basis. The policy shallname the Other Party Group as additional insureds, be primary and contain a waiver ofsubrogation.

**18.3.10** The requirements contained herein as to the types and limits of all insurance tobe maintained by Interconnection Customer and Connecting Transmission Owner are not intendedto and shall not in any manner, limit or qualify the liabilities and obligations assumed by thoseParties under this Agreement.

**18.3.11** Within 90 Calendar Days following execution of this Agreement, and as soon aspracticable after the end of each fiscal year or at the renewal of the insurance policy and in anyevent within ninety (90) Calendar Days thereafter, Interconnection Customer and ConnectingTransmission Owner shall provide certificate of insurance for all insurance required in thisAgreement, executed by each insurer or by an authorized representative of each insurer.

**18.3.12** Notwithstanding the foregoing, Interconnection Customer and ConnectingTransmission Owner may each self-insure to meet the minimum insurance requirements ofArticles [18.3.1](#br62) thr[ough 18.3.9](#br63) 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 itsself-insurance program meets the minimum insurance requirements of Articles [18.3.1](#br62) through

[18.3.9.](#br63) In the event that a Party is permitted to self-insure pursuant to this Artic[le 18.3.12,](#br63) it shallnotify the other Party that it meets the requirements to self-insure and that its self-insuranceprogram meets the minimum insurance requirements in a manner consistent with that specified inArticles [18.3.1](#br62) thr[ough 18.3.9](#br63) and provide evidence of such coverages. For any period of timethat a Party’s senior debt is unrated by Standard & Poor’s or is rated at less than investment gradeby Standard & Poor’s, such Party shall comply with the insurance requirements applicable to itunder Articl[es 18.3.1](#br62) [through 18.3.9.](#br63)

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**18.3.13** Interconnection Customer and Connecting Transmission Owner agree to reportto each other in writing as soon as practical all accidents or occurrences resulting in injuries to anyperson, including death, and any property damage arising out of this Agreement.

**18.3.14** Subcontractors of each party must maintain the same insurance requirementsstated under Articles [18.3.1](#br62) thr[ough 18.3.9](#br63) and comply with the Additional Insured requirementsherein. In addition, their policies must state that they are primary and non-contributory and containa waiver of subrogation.

**ARTICLE 19. ASSIGNMENT**

This Agreement may be assigned by a Party only with the written consent of the otherParties; provided that a Party may assign this Agreement without the consent of the other Partiesto any Affiliate of the assigning Party with an equal or greater credit rating and with the legalauthority and operational ability to satisfy the obligations of the assigning Party under thisAgreement; provided further that a Party may assign this Agreement without the consent of theother Parties in connection with the sale, merger, restructuring, or transfer of a substantial portionor all of its assets, including the Attachment Facilities it owns, so long as the assignee in such atransaction directly assumes in writing all rights, duties and obligations arising under thisAgreement; and provided further that Interconnection Customer shall have the right to assign thisAgreement, without the consent of the NYISO or Connecting Transmission Owner, for collateralsecurity purposes to aid in providing financing for the Facility, provided that InterconnectionCustomer will promptly notify the NYISO and Connecting Transmission Owner of any suchassignment. Any financing arrangement entered into by Interconnection Customer pursuant to thisArticle will provide that prior to or upon the exercise of the secured party’s, trustee’s ormortgagee’s assignment rights pursuant to said arrangement, the secured creditor, the trustee ormortgagee will notify the NYISO and Connecting Transmission Owner of the date and particularsof any such exercise of assignment right(s) and will provide the NYISO and ConnectingTransmission Owner with proof that it meets the requirements of Artic[les 11.5](#br54) [and 18.3.](#br62) If theFacility is made up of more than one resource, a Party may only assign this Agreement for theentire Facility and may not divide the Agreement into separate agreements for the individualresources that constitute the Facility. Any attempted assignment that violates this Article is voidand 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**

If any provision in this Agreement is finally determined to be invalid, void or unenforceableby any court or other Governmental Authority having jurisdiction, such determination shall notinvalidate, void or make unenforceable any other provision, agreement or covenant of thisAgreement; provided that if Interconnection Customer (or any third party, but only if such thirdparty is not acting at the direction of the Connecting Transmission Owner) seeks and obtains sucha final determination with respect to any provision of the Alternate Option (Article [5.1.2),](#br23) or theNegotiated Option (Art[icle 5.1.4), t](#br24)hen none of these provisions shall thereafter have any force oreffect and the rights and obligations of Interconnection Customer and Connecting TransmissionOwner shall be governed solely by the Standard Option (Article [5.1.1).](#br23)

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**ARTICLE 21. COMPARABILITY**

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

**ARTICLE 22. CONFIDENTIALITY**

**22.1 Confidentiality.**

Certain information exchanged by the Parties during the term of this Agreement shallconstitute confidential information (“Confidential Information”) and shall be subject to thisArticle [22.](#br65)

If requested by a Party receiving information, the Party supplying the information shallprovide in writing, the basis for asserting that the information referred to in this Article warrantsconfidential treatment, and the requesting Party may disclose such writing to the appropriateGovernmental Authority. Each Party shall be responsible for the costs associated with affordingconfidential treatment to its information.

**22.2 Term.**

During the term of this Agreement, and for a period of three (3) years after the expirationor termination of this Agreement, except as otherwise provided in this [Article 22,](#br65) each Party shallhold in confidence and shall not disclose to any person Confidential Information.

**22.3 Confidential Information.**

The following shall constitute Confidential Information: (1) any non-public informationthat is treated as confidential by the disclosing Party and which the disclosing Party identifies asConfidential 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 containedin Attachment F to the ISO OATT.

**22.4 Scope.**

Confidential Information shall not include information that the receiving Party candemonstrate: (1) is generally available to the public other than as a result of a disclosure by thereceiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basisbefore receiving it from the disclosing Party; (3) was supplied to the receiving Party withoutrestriction by a third party, who, to the knowledge of the receiving Party after due inquiry, wasunder no obligation to the disclosing Party to keep such information confidential; (4) wasindependently developed by the receiving Party without reference to Confidential Information ofthe disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission ofthe receiving Party or Breach of this Agreement; or (6) is required, in accordance with Artic[le 22.9](#br66)of this Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or isotherwise required to be disclosed by law or subpoena, or is necessary in any legal proceedingestablishing rights and obligations under this Agreement. Information designated as Confidential

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Information will no longer be deemed confidential if the Party that designated the information asconfidential notifies the other Party that it no longer is confidential.

**22.5 Release of Confidential Information.**

No Party shall release or disclose Confidential Information to any other person, except toits Affiliates (limited by FERC Standards of Conduct requirements), subcontractors, employees,consultants, or to parties who may be considering providing financing to or equity participationwith Interconnection Customer, 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 theconfidentiality provisions of this Article [22](#br65) and has agreed to comply with such provisions.Notwithstanding the foregoing, a Party providing Confidential Information to any person shallremain primarily responsible for any release of Confidential Information in contravention of thisArtic[le 22.](#br65)

**22.6 Rights.**

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

**22.7 No Warranties.**

By providing Confidential Information, no Party makes any warranties or representationsas to its accuracy or completeness. In addition, by supplying Confidential Information, no Partyobligates itself to provide any particular information or Confidential Information to the otherParties nor to enter into any further agreements or proceed with any other relationship or jointventure.

**22.8 Standard of Care.**

Each Party shall use at least the same standard of care to protect Confidential Informationit 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 itsobligations to the other Parties under this Agreement or its regulatory requirements, including theISO OATT and ISO Services Tariff. The NYISO shall, in all cases, treat the information it receivesin accordance with the requirements of Attachment F to the ISO OATT.

**22.9 Order of Disclosure.**

If a court or a Government Authority or entity with the right, power, and apparent authorityto do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests forproduction of documents, administrative order, or otherwise, 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 theterms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Partymay disclose such Confidential Information which, in the opinion of its counsel, the Party is legally

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compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance thatconfidential treatment will be accorded any Confidential Information so furnished.

**22.10 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 todestroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to theother Parties) or return to the other Parties, without retaining copies thereof, any and all written orelectronic Confidential Information received from the other Parties pursuant to this Agreement.

**22.11 Remedies.**

The Parties agree that monetary damages would be inadequate to compensate a Party foranother Party’s Breach of its obligations under this Artic[le 22.](#br65) Each Party accordingly agrees thatthe other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the firstParty Breaches or threatens to Breach its obligations under this Art[icle 22,](#br65) which equitable reliefshall be granted without bond or proof of damages, and the receiving Party shall not plead indefense that there would be an adequate remedy at law. Such remedy shall not be deemed anexclusive remedy for the Breach of this Articl[e 22,](#br65) but shall be in addition to all other remediesavailable at law or in equity. The Parties further acknowledge and agree that the covenantscontained herein are necessary for the protection of legitimate business interests and are reasonablein scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitivedamages of any nature or kind resulting from or arising in connection with this Artic[le 22.](#br65)

**22.12 Disclosure to FERC, its Staff, or a State.**

Notwithstanding anything in this Article [22](#br65) 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, requestsinformation from one of the Parties that is otherwise required to be maintained in confidencepursuant to this Agreement or the ISO OATT, the Party shall provide the requested information toFERC or its staff, within the time provided for in the request for information. In providing theinformation to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, requestthat the information be treated as confidential and non-public by FERC and its staff and that theinformation be withheld from public disclosure. Parties are prohibited from notifying the otherParties to this Agreement prior to the release of the Confidential Information to the Commissionor its staff. The Party shall notify the other Parties to the Agreement when it is notified by FERCor its staff that a request to release Confidential Information has been received by FERC, at whichtime 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 investigationshall be treated in a similar manner if consistent with the applicable state rules and regulations. AParty shall not be liable for any losses, consequential or otherwise, resulting from that Partydivulging Confidential Information pursuant to a FERC or state regulatory body request under thisparagraph.

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**22.13 Required Notices Upon Requests or Demands for Confidential Information**

Except as otherwise expressly provided herein, no Party shall disclose ConfidentialInformation to any person not employed or retained by the Party possessing the ConfidentialInformation, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by thedisclosing Party to be required to be disclosed in connection with a dispute between or among theParties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the otherParty, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligationsunder this Agreement, the ISO OATT or the ISO Services Tariff. Prior to any disclosures of aParty’s Confidential Information under this subparagraph, or if any third party or GovernmentalAuthority 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 assertconfidentiality and cooperate with the other Party in seeking to protect the ConfidentialInformation from public disclosure by confidentiality agreement, protective order or otherreasonable measures.

**ARTICLE 23. INTERCONNECTION CUSTOMER AND CONNECTINGTRANSMISSION OWNER NOTICES OF ENVIRONMENTAL RELEASES**

Interconnection Customer and Connecting Transmission Owner shall each notify the otherParty, first orally and then in writing, of the release of any Hazardous Substances, any asbestos orlead abatement activities, or any type of remediation activities related to the Facility or theAttachment Facilities, each of which may reasonably be expected to affect the other Party. Thenotifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes agood faith effort to provide the notice no later than twenty-four hours after such Party becomesaware of the occurrence; and (ii) promptly furnish to the other Party copies of any publiclyavailable reports filed with any Governmental Authorities addressing such events.

**ARTICLE 24. INFORMATION REQUIREMENT**

**24.1 Information Acquisition.**

Connecting Transmission Owner and Interconnection Customer shall each submit specificinformation regarding the electrical characteristics of their respective facilities to the other, and toNYISO, as described below and in accordance with Applicable Reliability Standards.

**24.2 Information Submission by Connecting Transmission Owner.**

The initial information submission by Connecting Transmission Owner shall occur no laterthan one hundred eighty (180) Calendar Days prior to the Synchronization Date and shall includeNew York State Transmission System information necessary to allow Interconnection Customerto select equipment and meet any system protection and stability requirements, unless otherwisemutually agreed to by Interconnection Customer and Connecting Transmission Owner and setforth in the Milestones table in App[endix B](#br91) to this Agreement. On a monthly basis, ConnectingTransmission Owner or Interconnection Customer, as applicable, shall provide the other Partieswith a status report on the construction and installation of the Connecting Transmission Owner’sAttachment Facilities, System Upgrade Facilities, and System Deliverability Upgrades for whichit is responsible, including, but not limited to, the following information: (1) progress to date; (2) a

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description of the activities since the last report; (3) a description of the action items for the nextperiod; and (4) the delivery status of equipment ordered.

**24.3 Updated Information Submission by Interconnection Customer.**

The updated information submission by Interconnection Customer, including manufacturerinformation, shall occur no later than one hundred eighty (180) Calendar Days prior to theSynchronization Date, unless otherwise mutually agreed to by Interconnection Customer andConnecting Transmission Owner and set forth in the Milestone table in Appendix [B](#br91) to thisAgreement. Interconnection Customer shall submit a completed copy of the Facility datarequirements contained in, as applicable, Appendix 1 to the Standard Large FacilityInterconnection Procedures in Attachment X to the OATT or Appendix 1 to the StandardInterconnection Procedures in Attachment HH to the OATT. It shall also include any additionalinformation provided to Connecting Transmission Owner for the Class Year Study or ClusterStudy. Information in this submission shall be the most current Facility design or expectedperformance data. Information submitted for stability models shall be compatible with NYISOstandard models. If there is no compatible model, Interconnection Customer will work with aconsultant mutually agreed to by the Parties to develop and supply a standard model and associatedinformation.

If Interconnection Customer’s data is different from what Interconnection Customeroriginally provided to Connecting Transmission Owner and NYISO in its Interconnection Requestor, if applicable, pursuant to an Class Year Study Agreement among Connecting TransmissionOwner, NYISO and Interconnection Customer and this difference may be reasonably expected toaffect the other Parties’ facilities or the New York State Transmission System, but does not requirethe submission of a new Interconnection Request, then NYISO will conduct appropriate studies todetermine the impact on the New York State Transmission System based on the actual datasubmitted pursuant to this Artic[le 24.3.](#br69) Such studies will provide an estimate of any additionalmodifications to the New York State Transmission System, Connecting Transmission Owner’sAttachment Facilities or System Upgrade Facilities or System Deliverability Upgrades based onthe actual data and a good faith estimate of the costs thereof. The Interconnection Customer shallnot begin Trial Operation until such studies are completed. The Interconnection Customer shallbe responsible for the cost of any modifications required by the actual data, including the cost ofany required studies.

**24.4 Information Supplementation.**

Prior to the Commercial Operation Date, Interconnection Customer and ConnectingTransmission Owner shall supplement their information submissions described above in thisArtic[le 24](#br68) with any and all “as-built” Facility information or “as-tested” performance informationthat differs from the initial submissions or, alternatively, written confirmation that no suchdifferences exist. If the Facility is a Class Year Transmission Project or Cluster StudyTransmission Project, A[ppendix C](#br95) to this Agreement shall include any project-specific variationsfrom the testing requirements established in this Article [24.4](#br69) that are appropriate for thetransmission facility.

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Interconnection Customer shall conduct tests on the Facility as required by Good UtilityPractice such as an open circuit “step voltage” test on the Facility to verify proper operation of theFacility’s automatic voltage regulator. Unless otherwise agreed, the test conditions shall include:(1) Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode;and (3) a five percent change in Facility terminal voltage initiated by a change in the voltageregulators reference voltage. Interconnection Customer shall provide validated test recordingsshowing the responses of Facility terminal and field voltages. In the event that direct recordingsof these voltages is impractical, recordings of other voltages or currents that mirror the responseof the Facility’s terminal or field voltage are acceptable if information necessary to translate thesealternate quantities to actual Facility terminal or field voltages is provided. Facility testing shallbe conducted and results provided to the Connecting Transmission Owner and NYISO for eachindividual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provideConnecting Transmission Owner and NYISO any information changes due to equipmentreplacement, repair, or adjustment. Connecting Transmission Owner shall provideInterconnection Customer and NYISO any information changes due to equipment replacement,repair or adjustment in the directly connected substation or any adjacent Connecting TransmissionOwner substation that may affect the Interconnection Customer’s Attachment Facilities equipmentratings, protection or operating requirements. Interconnection Customer and ConnectingTransmission Owner shall provide such information no later than thirty (30) Calendar Days afterthe date of the equipment replacement, repair or adjustment.

**ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS**

**25.1 Information Access.**

Each Party (“Disclosing Party”) shall make available to another Party (“Requesting Party”)information that is in the possession of the Disclosing Party and is necessary in order for theRequesting Party to: (i) verify the costs incurred by the Disclosing Party for which the RequestingParty is responsible under this Agreement; and (ii) carry out its obligations and responsibilitiesunder this Agreement. The Parties shall not use such information for purposes other than those setforth in this Art[icle 25.1](#br70) of this Agreement and to enforce their rights under this Agreement.

**25.2 Reporting of Non-Force Majeure Events.**

Each Party (the “Notifying Party”) shall notify the other Parties when the Notifying Partybecomes aware of its inability to comply with the provisions of this Agreement for a reason otherthan a Force Majeure event. The Parties agree to cooperate with each other and provide necessaryinformation regarding such inability to comply, including the date, duration, reason for theinability to comply, and corrective actions taken or planned to be taken with respect to suchinability to comply. Notwithstanding the foregoing, notification, cooperation or informationprovided under this Article shall not entitle the Party receiving such notification to allege a causefor anticipatory breach of this Agreement.

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**25.3 Audit Rights.**

Subject to the requirements of confidentiality under Article [22](#br65) of this Agreement, eachParty shall have the right, during normal business hours, and upon prior reasonable notice toanother Party, to audit at its own expense the other Party’s accounts and records pertaining to theother Party’s performance or satisfaction of its obligations under this Agreement. Such audit rightsshall include audits of the other Party’s costs, calculation of invoiced amounts, and each Party’sactions in an Emergency State. Any audit authorized by this Article shall be performed at theoffices where such accounts and records are maintained and shall be limited to those portions ofsuch accounts and records that relate to the Party’s performance and satisfaction of obligationsunder this Agreement. Each Party shall keep such accounts and records for a period equivalent tothe audit rights periods described in Art[icle 25.4](#br71) of this Agreement.

**25.4 Audit Rights Periods.**

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

Accounts and records related to the design, engineering, procurement, and construction ofConnecting Transmission Owner’s Attachment Facilities, System Upgrade Facilities, and SystemDeliverability Upgrades shall be subject to audit for a period of twenty-four months followingConnecting Transmission Owner’s issuance of a final invoice in accordance with Articl[e 12.2](#br55) ofthis Agreement.

**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 obligationsunder this Agreement other than those described in Article [25.4.1](#br71) of this Agreement shall besubject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rightsperiod shall be twenty-four months after the auditing Party’s receipt of an invoice giving rise tosuch cost obligations; and (ii) for an audit relating to all other obligations, the applicable auditrights period shall be twenty-four months after the event for which the audit is sought.

**25.5 Audit Results.**

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

**ARTICLE 26. SUBCONTRACTORS**

**26.1 General.**

Nothing in this Agreement shall prevent a Party from utilizing the services of anysubcontractor 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 andconditions of this Agreement in providing such services and each Party shall remain primarilyliable to the other Parties for the performance of such subcontractor.

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**26.2 Responsibility of Principal.**

The creation of any subcontract relationship shall not relieve the hiring Party of any of itsobligations under this Agreement. The hiring Party shall be fully responsible to the other Partiesfor the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had beenmade; *provided, however,* that in no event shall the NYISO or Connecting Transmission Ownerbe liable for the actions or inactions of Interconnection Customer or its subcontractors with respectto obligations of Interconnection Customer under [Article 5](#br22) of this Agreement. Any applicableobligation imposed by this Agreement upon the hiring Party shall be equally binding upon, andshall be construed as having application to, any subcontractor of such Party.

**26.3 No Limitation by Insurance.**

The obligations under this Artic[le 26](#br71) will not be limited in any way by any limitation of subcontractor’s insurance.

**ARTICLE 27. DISPUTES**

**27.1 Submission.**

In the event any Party has a dispute, or asserts a claim, that arises out of or in connectionwith this Agreement or its performance (a “Dispute”), such Party shall provide the other Partieswith written notice of the Dispute (“Notice of Dispute”). Such Dispute shall be referred to adesignated senior representative of each Party for resolution on an informal basis as promptly aspracticable after receipt of the Notice of Dispute by the other Parties. In the event the designatedrepresentatives are unable to resolve the Dispute through unassisted or assisted negotiations withinthirty (30) Calendar Days of the other Parties’ receipt of the Notice of Dispute, such Dispute may,upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance withthe arbitration procedures set forth below. In the event the Parties do not agree to submit suchDispute to arbitration, each Party may exercise whatever rights and remedies it may have in equityor at law consistent with the terms of this Agreement.

**27.2 External Arbitration Procedures.**

Any arbitration initiated under this Agreement shall be conducted before a single neutralarbitrator 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 onearbitrator who shall sit on a three-member arbitration panel. In each case, the arbitrator(s) shall beknowledgeable 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 partyto the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties anopportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration inaccordance with the Commercial Arbitration Rules of the American Arbitration Association(“Arbitration Rules”) and any applicable FERC regulations or RTO rules; *provided, however*, inthe event of a conflict between the Arbitration Rules and the terms of this Articl[e 27, t](#br72)he terms ofthis Artic[le 27](#br72) shall prevail.

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**27.3 Arbitration Decisions.**

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

**27.4 Costs.**

Each Party shall be responsible for its own costs incurred during the arbitration processand for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to siton the three member panel; or (2) one-third the cost of the single arbitrator jointly chosen by theParties.

**27.5 Termination.**

Notwithstanding the provisions of this [Article 27,](#br72) any Party may terminate this Agreementin accordance with its provisions or pursuant to an action at law or equity. The issue of whethersuch a termination is proper shall not be considered a Dispute hereunder.

**ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**28.1 General.**

Each Party makes the following representations, warranties and covenants:

**28.2 Good Standing.**

Such Party is duly organized, validly existing and in good standing under the laws of thestate in which it is organized, formed, or incorporated, as applicable; that it is qualified to dobusiness in the state or states in which the Facility, Attachment Facilities, System UpgradeFacilities, and System Deliverability Upgrades owned by such Party, as applicable, are located orinterconnect; and that it has the corporate power and authority to own its properties, to carry on itsbusiness as now being conducted, to enter into this Agreement and carry out the transactionscontemplated hereby, and to perform and carry out all covenants and obligations on its part to beperformed under and pursuant to this Agreement.

**28.2.1 Authority.**

Such Party has the right, power and authority to enter into this Agreement, to become aParty hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding

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obligation of such Party, enforceable against such Party in accordance with its terms, except as theenforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization orother 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).

**28.2.2 No Conflict.**

The execution, delivery and performance of this Agreement does not violate or conflictwith 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 bindingupon such Party or any of its assets.

**28.2.3 Consent and Approval.**

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

**ARTICLE 29. MISCELLANEOUS**

**29.1 Binding Effect.**

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

**29.2 Conflicts.**

If there is a discrepancy or conflict between or among the terms and conditions of thiscover agreement and the Appendices hereto, the terms and conditions of this cover agreement shallbe given precedence over the Appendices, except as otherwise expressly agreed to in writing bythe Parties.

**29.3 Rules of Interpretation.**

This Agreement, unless a clear contrary intention appears, shall be construed andinterpreted 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 aParty, only if such successors and assigns are permitted by this Agreement, and reference to aperson 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 meanssuch agreement, document, instrument, or tariff as amended or modified and in effect from timeto time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference toany 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, ifapplicable, 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

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Appendix to this Agreement, or such Section to the Standard Interconnection Procedures or suchAppendix to the Standard Interconnection Procedures, as the case may be; (6) “hereunder,”“hereof,” “herein,” “hereto” and words of similar import shall be deemed references to thisAgreement 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 thegenerality of any description preceding such term; and (8) relative to the determination of anyperiod of time, “from” means “from and including,” “to” means “to but excluding” and “through”means “through and including.”

**29.4 Compliance.**

Each Party shall perform its obligations under this Agreement in accordance withApplicable Laws and Regulations, Applicable Reliability Standards, the ISO OATT, ISOProcedures, and Good Utility Practice. To the extent a Party is required or prevented or limited intaking any action by such regulations and standards, such Party shall not be deemed to be in Breachof this Agreement for its compliance therewith. When any Party becomes aware of such asituation, it shall notify the other Parties promptly so that the Parties can discuss the amendmentto this Agreement that is appropriate under the circumstances.

**29.5 Joint and Several Obligations.**

Except as otherwise stated herein, the obligations of NYISO, Interconnection Customer,and Connecting Transmission Owner are several, and are neither joint nor joint and several.

**29.6 Entire Agreement.**

This Agreement, including all Appendices and Schedules attached hereto, constitutes theentire agreement among the Parties with reference to the subject matter hereof, and supersedes allprior and contemporaneous understandings or agreements, oral or written, among the Parties withrespect to the subject matter of this Agreement. There are no other agreements, representations,warranties, or covenants that constitute any part of the consideration for, or any condition to, eitherParty’s compliance with its obligations under this Agreement.

**29.7 No Third Party Beneficiaries.**

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

**29.8 Waiver.**

The failure of a Party to this Agreement to insist, on any occasion, upon strict performanceof any provision of this Agreement will not be considered a waiver of any obligation, right, or dutyof, or imposed upon, such Party. Any waiver at any time by any Party of its rights with respect tothis Agreement shall not be deemed a continuing waiver or a waiver with respect to any otherfailure to comply with any other obligation, right, duty of this Agreement. Termination or Defaultof this Agreement for any reason by Interconnection Customer shall not constitute a waiver of

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Interconnection Customer’s legal rights to obtain Capacity Resource Interconnection Service andEnergy Resource Interconnection Service from the NYISO and Connecting Transmission Ownerin accordance with the provisions of the ISO OATT. Any waiver of this Agreement shall, ifrequested, be provided in writing.

**29.9 Headings.**

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

**29.10 Multiple Counterparts.**

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

**29.11 Amendment.**

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

**29.12 Modification by the Parties.**

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

**29.13 Reservation of Rights.**

NYISO and Connecting Transmission Owner shall have the right to make unilateral filingswith 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 ofthe Federal Power Act and FERC’s rules and regulations thereunder, and InterconnectionCustomer shall have the right to make a unilateral filing with FERC to modify this Agreementpursuant to section 206 or any other applicable provision of the Federal Power Act and FERC’srules and regulations thereunder; provided that each Party shall have the right to protest any suchfiling by another Party and to participate fully in any proceeding before FERC in which suchmodifications may be considered. Nothing in this Agreement shall limit the rights of the Partiesor of FERC under sections 205 or 206 of the Federal Power Act and FERC’s rules and regulationsthereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**29.14 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 orpartnership liability upon any Party. No Party shall have any right, power or authority to enterinto any agreement or undertaking for, or act on behalf of, or to act as or be an agent orrepresentative of, or to otherwise bind, any other Party.

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**29.15 Other Transmission Rights.**

Notwithstanding any other provision of this Agreement, nothing herein shall be construedas relinquishing or foreclosing any rights, including but not limited to firm transmission rights,capacity rights, or transmission congestion rights that Interconnection Customer shall be entitledto, now or in the future under any other agreement or tariff as a result of, or otherwise associatedwith, the transmission capacity, if any, created by the System Upgrade Facilities and SystemDeliverability Upgrades.

**29.16 Modifications Related to NYISO’s Compliance with Order No. 2023**

If, as part of the NYISO’s compliance proceeding at the Commission in response to OrderNo. 2023, the Commission directs that the NYISO modify the *pro forma* Standard InterconnectionAgreement located in Appendix 15 of Attachment HH to the ISO OATT, the Parties shall amendand restate this Agreement to incorporate the modifications; *provided, however,* the Parties mayagree to include in the amended and restated agreement non-conforming changes to any terms ofthe *pro forma* Standard Interconnection Agreement that have been modified to comply with theCommission’s order, which non-conforming modifications must be filed with the Commission forits acceptance.

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**SERVICE AGREEMENT NO. 2899**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement in duplicateoriginals, each of which shall constitute and be an original effective Agreement between theParties.

**New York Independent System Operator, Inc.**

By:

Name:

Title:

Date:

**New York State Electric & Gas Corporation**

By: By:

Name: Name:

Title: Title:

Date: Date:

**Brookside Solar, LLC**

By:

Name:

Title:

Date:

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**APPENDICES**

**Ap**[**pendix A**](#br80) Facility, Attachment Facilities, and Upgrades

**Ap**[**pendix B**](#br91) Milestones

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**Ap**[**pendix** D](#br96) Security Arrangements Details

**Ap**[**pendix E-1**](#br97) Synchronization Date

**Ap**[**pendix E-2**](#br98) Commercial Operation Date

**Ap**[**pendix F**](#br99) Addresses for Delivery of Notices and Billings

**SERVICE AGREEMENT NO. 2899**

**APPENDIX A**

**FACILITY, ATTACHMENT FACILITIES, AND UPGRADES**

**1. Description of Facility**

The Interconnection Customer is constructing a 100 MW solar generating facility (the“Facility”) to be located in Franklin County, New York. The Facility will have a reactive powercapability corresponding to a power factor of 0.95 lagging to 0.95 leading. The Facility will consistof a collector system comprised of thirty (30) 3.6 MVA SUNGROW SG3600UD-MV inverters,each paired with a 3.6MVA generator step-up transformer (0.63/34.5kV, 3.6MVA) that steps upthe voltage to 34.5kV.

The output of the step-up transformers will be aggregated into two (2) 34.5kV feederbreakers, each bifurcated into two (2) collection circuits (“Collection Feeder Lines”). The homerun of the Collection Feeder Lines will run to a collector substation (“Brookside Solar CollectionSubstation”) where voltage is stepped up to 115kV via a 34.5/115kV, 75/100/125 MVA wye-gndwye-gnd delta tertiary winding transformer. A capacitor bank of 15MVAR will be connected to

34.5kV bus for reactive power support.

**2. Point(s) of Interconnection and Point(s) of Change of Ownership**

(a) **Point(s) of Interconnection (“POI”).**

The Point of Interconnection (“POI”) for the Facility is Connecting Transmission Owner’s115kV Line 911 (“L911”). The POI will be approximately 2,970 feet from ConnectingTransmission Owner’s Chateaugay Substation between structures 103 and 104. The Facility willinterconnect to the Connecting Transmission Owner’s system via a new three-breaker ring busswitching station (“Brookside Solar Switching Station”).

(b) **Point(s) of Change of Ownership (“PCO”).**

The Point of Change of Ownership (“PCO”) shall be at the line termination at the 115kVinsulators on the termination structure at the new Brookside Solar Switching Station required tointerconnect the Facility to L911.

The POI and PCO are detailed on the simplified one-line diagram in Appe[ndix A.](#br80)

**3. Attachment Facilities:**

(a) **Interconnection Customer’s Attachment Facilities (“ICAFs”)**

The Interconnection Customer’s Attachment Facilities (“ICAFs”) include all of theequipment between the Facility and the PCO. As depicted on the simplified one-line diagram, theICAFs will consist of the following:

**1. Brookside Solar Collector Substation**

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The Brookside Solar Collector Substation will consist of the following major equipment:

• twenty-seven (27) single phase, 34.5kV, 1200A hook stick disconnect switches;

• three (3) 34.5kV, 1200A, 40kA circuit breakers;

• nine (9) single phase 24kV maximum continuous operating voltage (“MCOV”)

surge arrestors;

• three (3) single phase 34.5kV, 300/180:1:1, ACC: 0.3WXYZ potential transformers

(“PTs”), with a current limiting fuse;

• one (1) 15MVAR capacitor bank;

• one (1) three phase 34.5kV, 2000A disconnect switch;

• one (1) 115/34.5/13.8kV, 75/100/125MVA main power transformer with three (3)

24.4kV MCOV and three (3) 84kV MCOV single phase arrestors;

• one (1) 115kV, 1200A, 40kA circuit breaker;

• one (1) three phase 115kV, 1200A motor operated disconnect switch;

• three (3) single phase 115kV, 600/1000:1:1, ACC: 0.15WXYZZZ coupling

capacitor voltage transformers (“CCVTs”);

• three (3) single phase 84kV MCOV surge arresters;

• one (1) 50kVA station service transformer with a current limiting fuse; and

• control house with the following:

o relay/control panels;

o remote terminal unit (“RTU”) panel;

o communications panel;

o substation battery bank;

o battery charger;

o DC panel;

o DC disconnect switches;

o automatic transfer switch;

o AC disconnect switch; and

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o AC panel.

**2. Generator Lead Line**

The Brookside Solar Collector Substation will connect to the POI via a generator lead line,which will be a new 115kV overhead line, approximately eighty-five feet in length, from theBrookside Solar Collector Substation to the new Brookside Solar Switching Station.

(b) **Connecting Transmission Owner’s Attachment Facilities (“CTOAFs”)**

The Connecting Transmission Owner’s Attachment Facilities (“CTOAFs”) include all ofthe equipment that is part of the connection between the POI and the PCO, including the equipmentto connect to the POI at the new Brookside Solar Switching Station.

The CTOAFs will be comprised of:

• one (1) 115kV A-frame dead end structure;

• bus insulators;

• one (1) three phase 115kV, 1200A motor operated disconnect switch with

grounding;

• three (3) single phase 115kV relay accuracy voltage transformers (“VTs”);

• three (3) single phase 115kV current/potential transformers (“CT/PT”) revenue

grade combo unit instrument transformers;

• three (3) 115kV, station class, rated 76kV MCOV (96kV duty cycle rated) surge

arresters;

• line stringing with all required 115kV jumpers, insulators, and essential

accessories;

• current and potential instrument transformer combo unit for revenue metering;

• control and protective equipment;

• support structures;

• foundations; and

• other essential accessories that will connect the Facility to the POI.

**4. System Upgrade Facilities (“SUFs”):**

(a) **Stand Alone System Upgrade Facilities**

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**1. Brookside Solar Switching Station**

The Brookside Solar Switching Station is required to facilitate the reliable interconnectionof the Facility.

The Brookside Solar Switching Station is comprised of the three-breaker ring busswitching station required to connect to L911.

As depicted in the one-line diagram, the Brookside Solar Switching Station shall consist of:

• six (6) single phase 115kV relay accuracy VTs;

• three (3) 115kV, 3000A, 40kA SF6 circuit breakers;

• nine (9) three phase 115kV, 3000A motor operated disconnect switches;

• seven (7) single phase 96kV, 76kV MCOV surge arresters

• lightning masts;

• two (2) A-frame dead end structures;

• one (1) one-phase 115kV-120/240V AC, 50KVA station service transformer (to be

finalized in detailed design phase);

• conduit and cable trench system;

• power, control, metering cables; and

• control building housing, with the following:

o two (2) 200Ah battery sets;

o two (2) DC panels;

o two (2) AC panels;

o two (2) AC safety disconnect switches;

o one (1) AC transfer switch;

o two (2) battery chargers;

o one (1) supervisory control and data acquisition (“SCADA”) RTU;

o two (2) fiber optic patch panels (separate A and B package systems);

o one (1) annunciator panel;

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**SERVICE AGREEMENT NO. 2899**

o two (2) termination cabinet;

o protective relaying panels, including relays and appurtenances;o breaker control panels, including switches, indication, and appurtenances;o two (2) fiber optic patch panels (separate A and B package systems);o one (1) annunciator panel; and o two (2) termination cabinets.

*a) Protection Requirements*

The following protection requirements shall be included in Connecting Transmission Owner’s new Brookside Solar Switching Station:

(1) Breaker Protection Relaying• three (3) new SEL-451 (bay control protection (A Package)). (2) New Line 911-1 (Chateaugay)

• one (1) new SEL 411L (line distance protection (A Package)); and• one (1) new GE L90 (line distance protection (B Package)). (3) New Line 911-21 (Willis)

• one (1) new SEL 411L (line differential protection (A Package)) communicating

via direct fiber; and

• one (1) new GE L90 (line differential protection (B Package)) communicating via

direct fiber.

(4) Interconnection Protection Relaying

• one (1) new SEL 487B (bus differential protection (A Package)) communicating

via direct fiber; and

• one (1) new GE B30 (bus differential protection (B Package)) communicating via

direct fiber.

The relays and associated communication equipment for the high-speed line protectionshould be of the same firmware as the respective remote end systems to ensure proper reliableoperation of the system.

(5) Anti-Islanding

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The Facility is not allowed to continue to deliver power when the source line to New York Power Authority’s (“NYPA”) Willis Substation is lost or the breaker terminals open.

**2. Transmission Line Facilities**

The Facility will intercept L911 between Connecting Transmission Owner’s ChateaugaySubstation and NYPA’s Willis Substation, which will require the elimination of the existingChateaugay tap on L911 and a reconfiguration of L911 termination at Willis Substation. Theexisting Chateaugay L911 tap will be removed and routed to a new terminal in Willis Substation.This SUF will require two (2) new turning poles and line taps into the new Brookside SolarSwitching Station and the following:

• two (2) vertical 90-degree turning monopole structures, turning the Connecting Transmission Owner-owned L911 into the new Brookside Solar Switching Station yard;

• structure foundations;

• trench in new fiber optic cables;

• suspension insulators;

• line stringing for new T-line terminals (at the Brookside Solar Switching Station

and NYPA’s Willis Substation); and

• 34.5kV distribution line tap to Brookside Solar Switching Station for source of

alternate station service.

• new 34.5kV distribution line (Chateaugay (Lxxx)):

o 1,700’ long 34.5kV single phase distribution line Lxxx 514-

1500114\_34.5kV\_3P\_336AL\_4/0AA(N);

o riser at the end pole including (1) 34.5kV single-phase pole mounted cut-

out fuse, one (1) 34.5kV MCOV surge arrester; and

o metering at the first pole including (1) 34.5kV, 100A single-phase pole mounted cut-out fuse, one (1) 34.5kV metering current transformer (“CT”), one (1) 34.5kV metering VT, and one (1) pole mounted metering panel.

**3. Remote Chateaugay Substation**

Interconnection of the Facility will require reconfiguration of the existing three-point lineto a single line between Connecting Transmission Owner’s Chateaugay Substation and NYPA’sWillis Substation and another single line between NYPA’s Willis and Saranac Substations.

At Connecting Transmission Owner’s Chateaugay Substation, this SUF will require the installation of a breaker and the removal of one 115kV manual fused switch F2 (B1-43) including

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structure. If necessary, an existing fence near the new circuit breaker will be removed andreinstalled.

This SUF at Remote Chateaugay Substation will require the following:• addition of one (1) circuit breaker, 145kV, 3000A, 40 kA;• installation of three (3) station class surge arresters, 76kV; and• installation of three (3) CCVTs, 66.4kV and structure. *a) Proposed Protection Requirements*

The existing relay settings at Chateaugay Substation may require upgrades. The proposedrelay upgrades are the following:

• one (1) SEL 487E – System A transformer differential;• one (1) GE T60 – System B transformer differential;• one (1) SEL 411L – System A line protection;

• one (1) GE L90 – System B line protection; and

• one (1) System B panel for the System B line and transformer protection.

The above scope reflects the understanding of the parties as of the Effective Date as to this scope,but the final scope remains subject to verification by the Connecting Transmission Owner as partof final design engineering.

(b) **Other System Upgrade Facilities**

None.

**5. Distribution Upgrades**

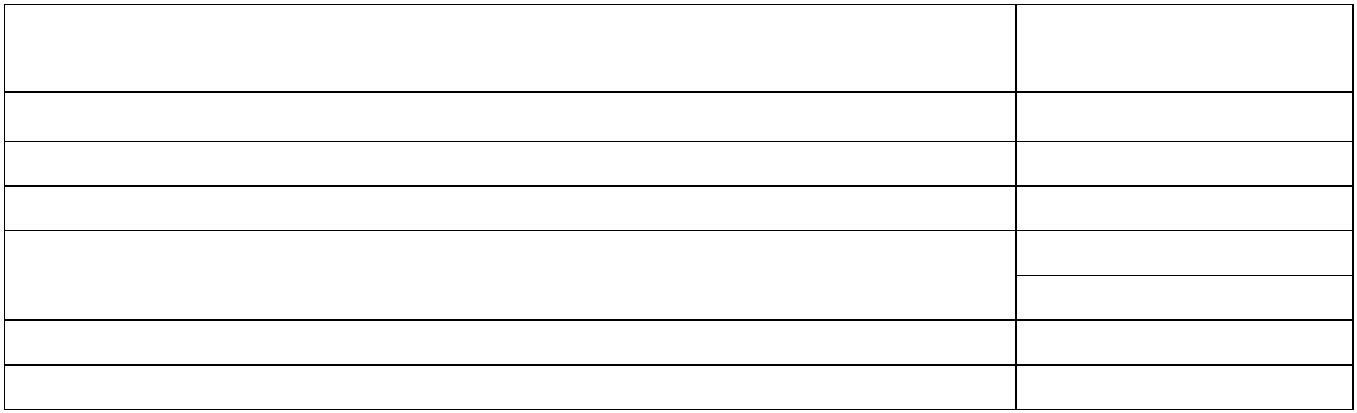
None.

**6. Affected Systems**

The interconnection of the Facility will require SUFs at NYPA’s Willis and SaranacSubstations. The Facility will intercept L911 between Connecting Transmission Owner’sChateaugay Substation and NYPA’s Willis Substation. Interconnection of the Facility requires thereconfiguration of the L911 termination at NYPA’s Willis Substation and upgrades at NYPA’sSaranac Substation. This work will be addressed in a separate Standard Upgrade ConstructionAgreement among the NYISO, Interconnection Customer and NYPA.

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The interconnection of the Facility will require an area coordination study, a relaycoordination study, and potential relay setting changes on Niagara Mohawk Power Corporationd/b/a National Grid’s (“National Grid”) system. This work will be addressed in a separate StandardUpgrade Construction Agreement among the NYISO, Interconnection Customer and NationalGrid.

**7. External Affected Systems**

None.

**8. System Deliverability Upgrades:**

None.

**9. Cost Estimates**

The estimated (+30%/-15%) of the work associated with the interconnection of the Facilityare presented in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Connecting Transmission Owner Attachment Facilities  (CTOAFs)  Stand Alone System Upgrade Facilities |  | $1,816,000 |

*L911 to Chateaugay Substation* $829,000 *L911 to NYPA Willis Substation* $1,835,000

*New 34.5kV Distribution Line Chateaugay Substation Lxxx* $811,000 *115kV Three-Breaker Ring Bus Substation* $21,706,000 *Chateaugay Substation Modifications* $17,721,000 **TOTAL $44,718,000**

**10. Operating & Maintenance Expenses for CTOAFs**

In accordance with Article 10 of this Agreement, Interconnection Customer shall beresponsible for all reasonable expenses including overheads, associated with: (1) owning,operating, maintaining, repairing, and replacing the ICAFs; and (2) operation, maintenance,repair and replacement of the CTOAF.

1. Operating & Maintenance Expenses (“O&M Expenses”)

O&M Expenses shall include (but are not limited to):

• Operation & Maintenance Charges

Charges associated with the monthly operation and maintenance of the CTOAF

• Administrative & General Charges

Overheads associated with the provision of services

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• Property and Other Taxes

Incremental taxes incurred on the CTOAF

• Revenue Taxes

Incremental revenue taxes incurred as a result of the CTOAF

2. O&M Expenses Payment

Interconnection Customer shall pay to Connecting Transmission Owner for O&MExpenses each month during the term of this Agreement a payment equal to 1/12 of the productof the total actual cost of the CTOAF and the Total Monthly O&M Rate as shown below:

**Annual Charges on Transmission SubstationFacilities**

Operation & Maintenance 1.439%Administrative & General 0.219%Property and Other Taxes 1.892%Revenue Taxes 0.229%

**TOTAL 3.779%**

**The Total Monthly O&M Rate is based on information filed annually with FERC byConnecting Transmission Owner; it will be updated annually in accordance with the FERCfiling.**

Example calculation, using the CTOAF estimated cost from Appendix A, section 9 ofthis Agreement:

Estimated Monthly O&M calculation = 1/12 x 3.779% x $1,816,000.00Estimated Monthly O&M payment = $5,718.88

**To the extent that the actual cost of the CTOAF is different from the estimated costshown here, the calculation will be updated using the actual cost. The InterconnectionCustomer shall provide a complete accounting record of the actual installed cost of theCTOAF.**

3. Equipment Repair or Replacement

Charges associated with repair or replacement of equipment as needed shall be invoicedto the Interconnection Customer as actual material and labor costs, plus applicable overheads andtaxes.

4. Payment

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**SERVICE AGREEMENT NO. 2899**

All payments due to be made by the Interconnection Customer shall be made within thirty(30) days after receiving an invoice from the Connecting Transmission Owner.

**11. Contingent Facilities**

The Contingent Facilities for the Facilities that accepted their Project Cost Allocation andposted the related cash or Security in Class Year 2023 are described in the Class Year Study reportfor Class Year 2023.

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**SERVICE AGREEMENT NO. 2899**

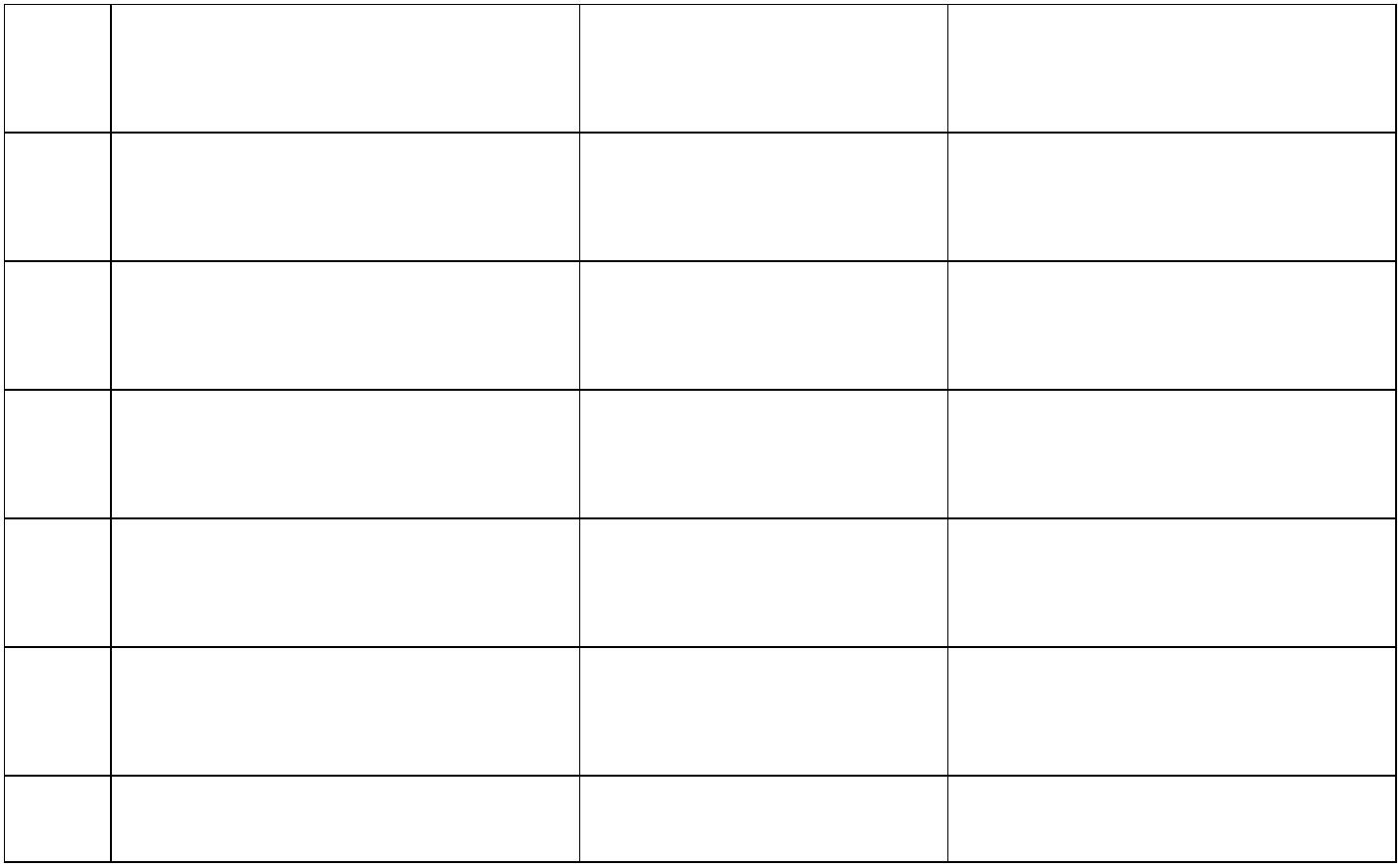
**Figure A-1**

**Simplified One-Line Diagram**

**[CONTAINS CEII – FIGURES REMOVED FROM PUBLIC VERSION]**

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**SERVICE AGREEMENT NO. 2899**



**APPENDIX B**

**MILESTONES**

**1. Selected Option Pursuant to Artic**[**le 5.1**](#br22)

Interconnection Customer has elected the Option to Build under Article 5.1.3 of thisAgreement with respect to the CTOAFs and Stand Alone SUFs identified in Appendix A.The Interconnection Customer and Connecting Transmission Owner have agreed thatInterconnection Customer will construct the CTOAFs and Stand Alone SUFs identified inAppendix A.

Pursuant to the requirements in Articles 5.2.12 and 12.1 of this Agreement, the ConnectingTransmission Owner shall invoice Interconnection Customer on a monthly basis for theactual costs that Connecting Transmission Owner incurred during the preceding month inexecuting its responsibilities under Article 5.2 as further detailed in the Appendices of thisAgreement. Additionally, the Parties hereby agree that the agreed upon amount in Article

5.2.12 of this Agreement is only an estimate, and that the Connecting Transmission Ownershall be owed, and the Interconnection Customer shall pay, all of the ConnectingTransmission Owner’s costs reasonably incurred in executing its responsibilities underArticle 5.2 of this Agreement, to the extent not inconsistent with this Agreement, the ISOOATT, or applicable ISO procedures.

**2. Milestones**

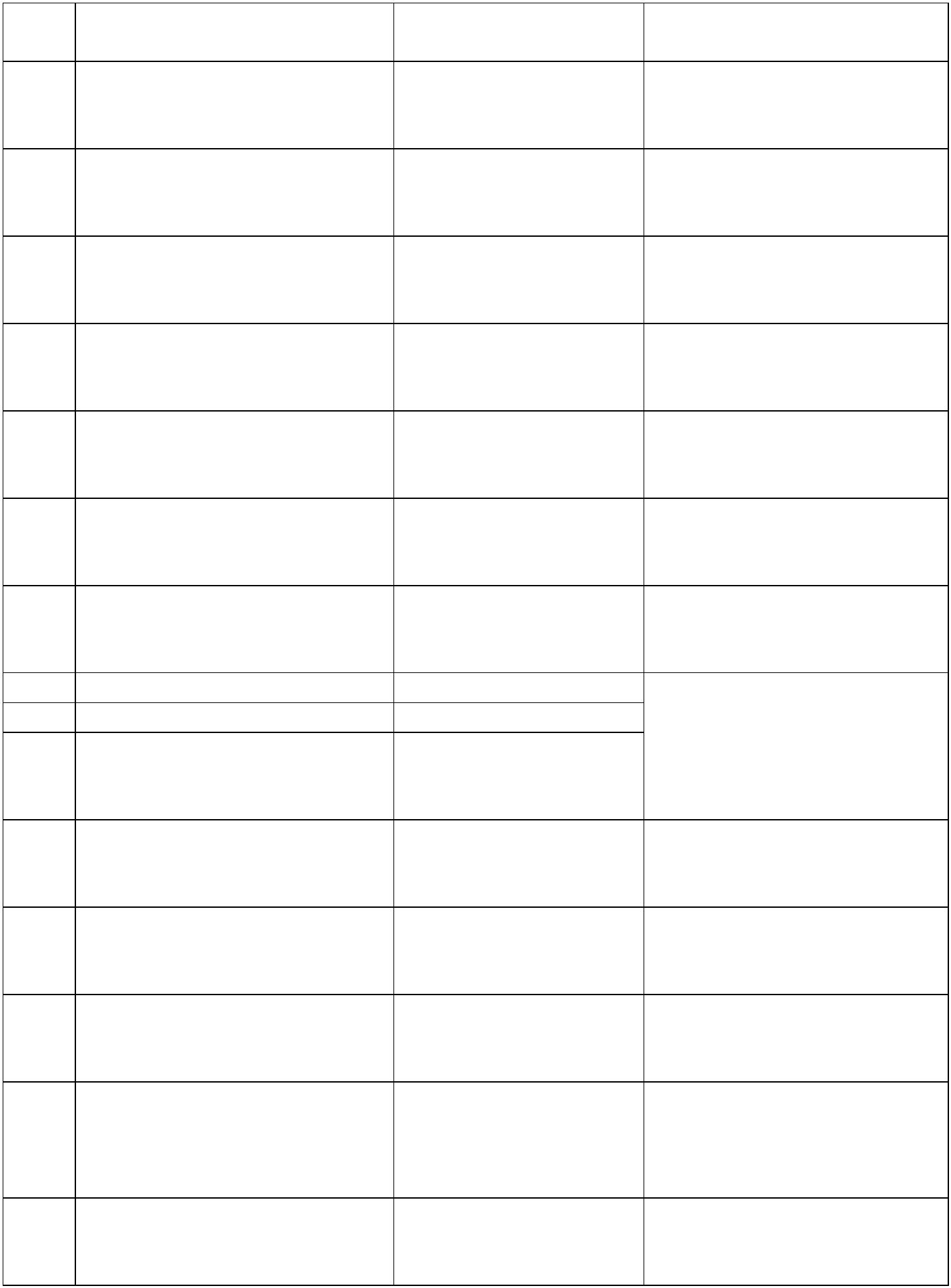
Critical milestones and responsibilities as agreed to by the Parties:

**MILESTONE DATE RESPONSIBLE PARTY**

|  |  |  |  |
| --- | --- | --- | --- |
|  | 1. Execute interconnection  agreement  2. Start facility setup and  initiation  3. End facility setup and  initiation  4. Start preliminary and  conceptual engineering  5. End preliminary and  conceptual engineering  6. Start procurement phase 1  (order long lead items) |  | Completed NYISO / Interconnection  Customer / Connecting  Transmission Owner  June 27, 2025 Interconnection Customer/  Connecting Transmission  Owner  August 31, 2025 Interconnection Customer/  Connecting Transmission  Owner  September 1, 2025 Interconnection Customer /  Connecting Transmission  Owner  January 2, 2026 Interconnection Customer /  Connecting Transmission  Owner  January 2, 2026 Interconnection Customer /  CTO approval required |

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**SERVICE AGREEMENT NO. 2899**



7. End procurement phase 1 October 2026 Interconnection Customer (order long lead items)

8. Start detail engineering January 2, 2026 Interconnection Customer / Connecting Transmission

Owner

9. End detail engineering October 1, 2026 Interconnection Customer / Connecting Transmission

Owner

10. Start SPC 3-7 October 2026 Interconnection Customer / Connecting Transmission

Owner

11. End SPC 3-7 January 15, 2027 Interconnection Customer / Connecting Transmission

Owner

12. Earliest outage March 30, 2027 Interconnection Customer / Connecting Transmission

Owner

13. Start procurement phase 2 September 2026 Interconnection Customer/ Connecting Transmission

Owner

14. End procurement phase 2 August 2027 Interconnection Customer/ End of procurement=receipt Connecting Transmission of all material Owner

15. Start ORES permit Complete Interconnection Customer

16. End ORES permit Complete Interconnection Customer

17. Issue notice to proceed to November 1, 2026 Interconnection Customer/ proceed with POI Connecting Transmission construction underground Owner

18. End POI construction March 30, 2027 Interconnection underground Customer /Connecting Transmission Owner

19. Start POI construction March 15, 2027 Interconnection Customer/ aboveground Connecting Transmission Owner

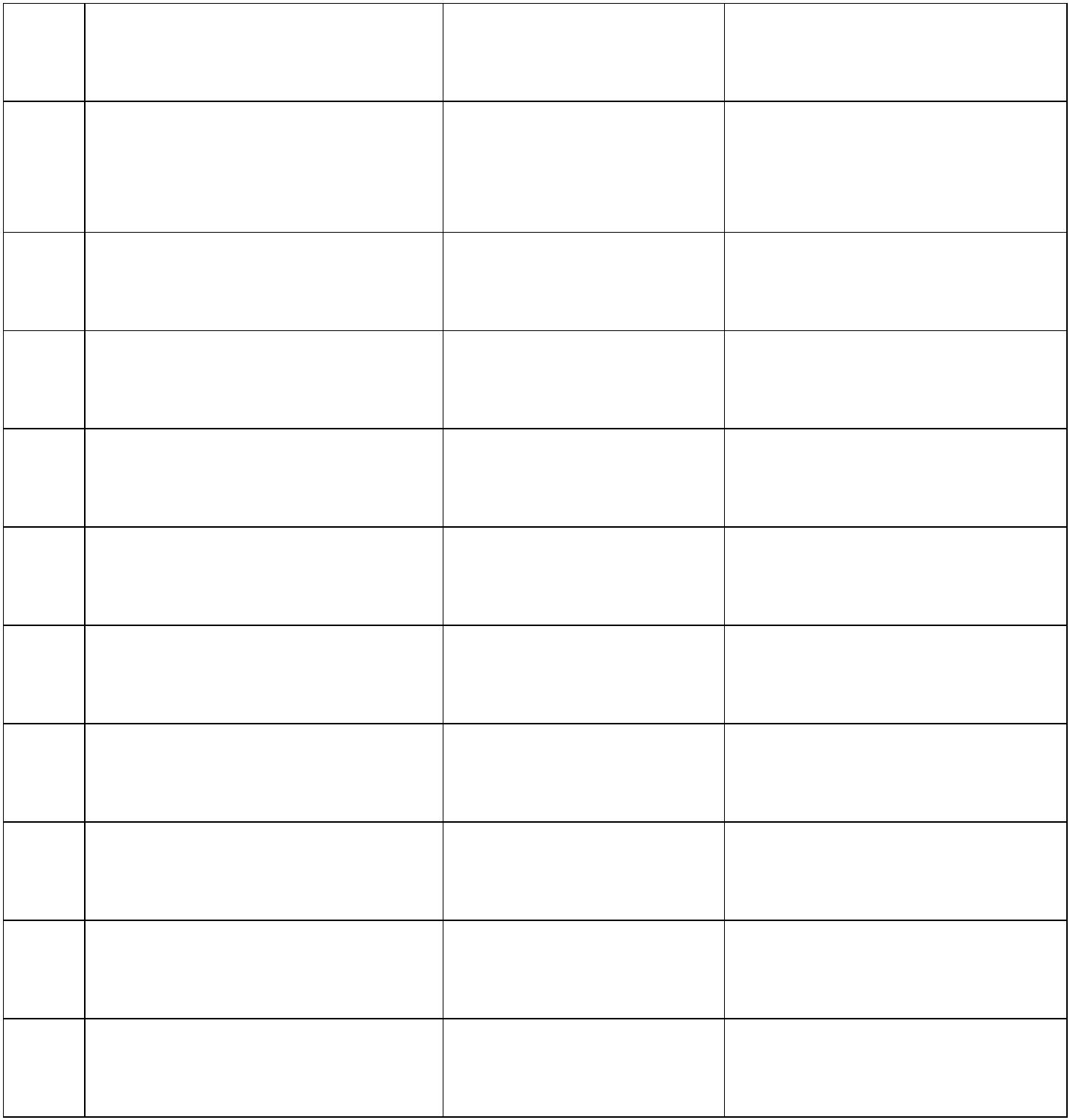
20. Start remote end construction May 1, 2027 Interconnection Customer/ underground Connecting Transmission Owner

21. Start remote end construction July 1, 2027 Interconnection Customer/ above ground (outages will Connecting Transmission be issue in Owner July/August/September)

22. End construction above October 1, 2027 Interconnection Customer/ ground Connecting Transmission Owner

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**SERVICE AGREEMENT NO. 2899**



23. Start construction September 2027 Interconnection Customer/

transmission line Connecting Transmission

Owner

24. End construction November 2027 Interconnection Customer/

transmission line Final line (taps) work Connecting Transmission

needed just prior Owner energization/ISD

25. Start testing and September 1, 2027 Interconnection Customer/

commissioning Connecting Transmission

Owner

26. End commissioning November 30, 2027 Interconnection

Customer/Connecting Transmission Owner

27. Asset transfer December 15, 2027 Interconnection

Customer/Connecting Transmission Owner

28. POI energization December 22, 2027 Interconnection Customer/

Connecting Transmission Owner

29. In-Service Date December 22, 2027 Interconnection Customer

/ Connecting Transmission Owner

30. Initial Synchronization Date December 29, 2027 Interconnection Customer /

Connecting Transmission Owner

31 Deliver to NYSEG DAF Ops December 29, 2027 Interconnection Customer

Manual and NY PE Stamped Letter/Safe To Operate

32. Commercial Operation Date December 2027 Interconnection Customer

/ Connecting Transmission Owner

33. As-builts/closeout March 2028 Interconnection Customer

/ Connecting TransmissionOwner

**3. Security**

For Class Year 2023, Interconnection Customer accepted the Project Cost Allocation andposted security to Connecting Transmission Owner for the identified SUFs pursuant toAttachment S of the NYISO OATT in the form of surety bond in the amount of$42,902,000.00.

(a) Prepayment for Connecting Transmission Owner’s Scope of Work and Oversight

Services

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**SERVICE AGREEMENT NO. 2899**

Interconnection Customer has agreed to pay Connecting Transmission Owner in theamount of $5,772,000.00 for Connecting Transmission Owner to execute theresponsibilities enumerated to Connecting Transmission Owner under Article 5.2(“Connecting Transmission Owner’s Oversight Services”).

As agreed upon by the Connecting Transmission Owner and Interconnection Customerpursuant to Article 11.5 of this Agreement, the Interconnecting Customer will post$500,000.00 in cash as prepayment towards Connecting Transmission Owner’s OversightServices under this Agreement.

The Connecting Transmission Owner will draw down on this cash amount as costs accrue.When the cash amount nears a $50,000.00 balance, Connecting Transmission Owner willinvoice the Interconnection Customer to replenish the amount to $200,000.00 or for theremaining cost estimate for the Connecting Transmission Owner’s Oversight Services ifless than $200,000.00.

This process will continue until the project is complete and actual costs are reconciledagainst the cash prepayments in accordance with Article 12 of this Agreement.

**4. Site Control**

Check box if applicable [ ]

Interconnection Customer with qualifying regulatory limitations must demonstrate 100%

Site Control by *[NYISO to insert date one hundred eighty (180) Calendar Days from theEffective Date of this Agreement]* or the Agreement may be terminated per Article [17](#br60)(Default) of this Agreement.

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**SERVICE AGREEMENT NO. 2899**

**APPENDIX C –**

**OPERATING REQUIREMENTS**

**1. Interconnection Customer Operating Requirements**

The NYISO, in consultation with the Connecting Transmission Owner, shall also providerequirements that must be met by the Interconnection Customer prior to initiating paralleloperation with the New York State Transmission System or the Distribution System.

(a) The Interconnection Customer must comply with all applicable NYISO tariffs and procedures, as amended from time to time.

(b) Interconnection Customer must comply with the Connecting Transmission Owner’s operating instructions and requirements, as amended from time to time, to the extent not inconsistent with the terms of this Agreement, the ISO OATT, or the NYISO’s procedures.

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**SERVICE AGREEMENT NO. 2899**

**APPENDIX D**

**SECURITY ARRANGEMENTS DETAILS**

Infrastructure security of New York State Transmission System equipment and operationsand control hardware and software is essential to ensure day-to-day New York State TransmissionSystem reliability and operational security. The Commission will expect the NYISO, allTransmission Owners, all Interconnection Customers and all other Market Participants to complywith the recommendations offered by the President’s Critical Infrastructure Protection Board and,eventually, best practice recommendations from the electric reliability authority. All publicutilities will be expected to meet basic standards for system infrastructure and operational security,including physical, operational, and cyber-security practices.

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**SERVICE AGREEMENT NO. 2899**

**APPENDIX E-1**

**SYNCHRONIZATION DATE**

**[Date]**

New York Independent System Operator, Inc.Attn: Vice President, Operations10 Krey Boulevard Rensselaer, NY 12144

New York State Electric & Gas CorporationAttn: Electric Transmission Services18 Link Drive PO Box 5224 Binghamton, NY 13902

Re: Brookside Solar Generating Facility

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

On **[Date] [Interconnection Customer]** initially synchronized the Facility [specify units, ifapplicable]. This letter confirms that [Interconnection Customer]’s Synchronization Date was[specify].

Thank you.

**[Signature]**

**[Interconnection Customer Representative]**

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**SERVICE AGREEMENT NO. 2899**

**APPENDIX E-2**

**COMMERCIAL OPERATION DATE**

**[Date]**

New York Independent System Operator, Inc.Attn: Vice President, Operations10 Krey Boulevard Rensselaer, NY 12144

New York State Electric & Gas CorporationAttn: Electric Transmission Services18 Link Drive PO Box 5224 Binghamton, NY 13902

Re: \_\_\_\_\_\_\_\_\_\_\_\_\_ Facility

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. \_\_\_. Thisletter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No.\_\_\_ at the Facility, effective as of [Date plus one day].

Thank you.

**[Signature]**

**[Interconnection Customer Representative]**

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**SERVICE AGREEMENT NO. 2899**



**APPENDIX F – ADDRESSES FOR DELIVERY OF NOTICES AND BILLINGS**

**Notices:**

NYISO:

Before commercial operation of the Facility:

New York Independent System Operator, Inc.Attn: Vice President, System and Resource Planning10 Krey Boulevard Rensselaer, NY 12144 Phone: (518) 356-6000 Fax: (518) 356-6118

After commercial operation of the Facility:

New York Independent System Operator, Inc.Attn: Vice President, Operations10 Krey Boulevard Rensselaer, NY 12144 Phone: (518) 356-6000 Fax: (518) 356-6118

Connecting Transmission Owner:

New York State Electric & Gas CorporationAttn: Manager-Programs/ProjectsElectric Transmission Services18 Link Drive PO Box 5224

Binghamton, NY 13902-5224Phone: (607) 237-5533

Interconnection Customer:

Brookside Solar, LLC Attn: Interconnection

2180 South 1300 East, Suite 500Salt Lake City, UT 84106Phone: (720) 418-8401

**Billings and Payments:**

Connecting Transmission Owner:

New York State Electric & Gas Corporation

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**SERVICE AGREEMENT NO. 2899**



Attn: Mgr. Billing & Risk ManagementPO Box 5224

Binghamton, NY 13902-5224Phone: (585) 484-6883Fax: (607) 762-8885

Interconnection Customer:

Brookside Solar, LLC Attn: Interconnection

2180 South 1300 East, Suite 500Salt Lake City, UT 84106Phone: (720) 418-8401

**Alternative Forms of Delivery of Notices (telephone or email):**

NYISO:

Before commercial operation of the Facility:

New York Independent System Operator, Inc.Attn: Vice President, System and Resource Planning10 Krey Boulevard Rensselaer, NY 12144 Phone: (518) 356-6000 Fax: (518) 356-6118 interconnectionsupport@nyiso.com

After commercial operation of the Facility:

New York Independent System Operator, Inc.Attn: Vice President, Operations10 Krey Boulevard Rensselaer, NY 12144 Phone: (518) 356-6000 Fax: (518) 356-6118 interconnectionsupport@nyiso.com

Connecting Transmission Owner:

New York State Electric & Gas CorporationAttn: Manager-Programs/ProjectsElectric Transmission ServicesPO Box 5224

Binghamton, NY 13902-5224Phone: (607) 237-5533 NYISOInterconnectionAdmin@avangrid.com

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**SERVICE AGREEMENT NO. 2899**



Interconnection Customer:

Brookside Solar, LLC c/o AES Clean Energy Attn: Interconnection

2180 South 1300 East, Suite 500Salt Lake City, UT 84106 Phone: (720) 418-8401

[ACEDLegalNotices@aes.com;](mailto:ACEDLegalNotices@aes.com) [AESCE\_IC@aes.com;](mailto:AESCE_IC@aes.com)[AESCEAssetManagement@aes.com](mailto:AESCEAssetManagement@aes.com)

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