

Attachment I

Matrix Describing Differences Between EPC Agreement (Service Agreement No. 2215) and Pro Forma LGIA

EPC Agreement	Pro Forma LGIA	Modifications Reflected in the EPC Agreement
Recitals	Recitals	Modified to describe the purpose of the EPC Agreement, including that: (i) CPV's Facility will have certain impact on NYSEG's transmission system; (ii) NYSEG will perform the EPC Services for the construction of the Affected System Upgrade Facilities, and (iii) CPV has posted security to cover the costs of constructing the Affected System Upgrade Facilities.
Article 1	Article	Definitions
		Modified to: (i) remove defined terms and definitions included in the Pro Forma LGIA that are unnecessary in the EPC Agreement and that could create confusion if retained, ¹ (ii) revise definitions of certain defined terms for consistency with the modified purpose and scope of the EPC Agreement, ² and (iii) insert certain new defined terms required for the EPC Agreement. ³
Article 2	Article 2	Effective Date, Term, and Termination
Article 2.1	Article 2.1	Modified to incorporate requirement from Article 3.1 of Pro Forma LGIA that Developer cooperate with filing EPC Agreement with Commission.
Article 2.2	Article 2.2	Modified to provide that agreement will terminate upon completion of EPC Services or the final payment of all invoices.
Article 2.3	Article 2.3	Modified to provide: (i) that the NYISO and Affected Transmission Owner may terminate agreement if the LGIA for the Facility has been terminated, and (ii) to include internal cross references to the default and dispute provisions in the agreement.
Article 2.4	Article 2.4	Modified to reflect the respective rights of the Affected Transmission Owner and Developer in the event of an early termination, to remove references to facilities not being constructed under the agreement, and to insert related clean-ups agreed upon by the parties.

¹ This approach was approved by the Commission with respect to an EPC agreement previously filed by the NYISO. *See New York Independent System Operator, Inc., and Niagara Mohawk Power Corporation*, Ltr. Order, Docket No. ER08-320-000 (December 18, 2007).

² The revised defined terms are: Affected System, Affected Transmission Owner, Applicable Reliability Standards, Commercial Operation Date, Connecting Transmission Owner, Developer, Large Generating Facility, and Party.

³ The Joint Filing Parties inserted the following terms that describe the facilities to be constructed ("Affected System Upgrade Facilities"), CPV's payment responsibility ("ATO Estimated Total Costs"), the services to be performed under the EPC Agreement ("EPC Services"), and the milestones for the performance of the EPC Services ("Milestones").

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	Article 2.5	Not included in EPC Agreement as the provision concerns the disconnection of the Facility, which is covered in the Facility's LGIA.
Article 2.5	Article 2.6	Conforming.
	Article 3	Modified to focus on the applicable roles with regard to regulatory filings, and relocated to Article 2.1 of the EPC Agreement.
	Article 4	Not included in EPC Agreement, as the "Scope of Interconnection Service" provisions concern the scope of interconnection service provided by the NYISO to the Developer, which is covered in the Facility's LGIA.
Article 3	Article 5	EPC Services (Replacing "Interconnection Facilities, Engineering, Procurement, and Construction")
Article 3.1	Article 5.1	Modified to provide that the Affected Transmission Owner will perform the EPC Services and to clarify that NYISO does not have responsibility or liability for performance of this work.
	Articles 5.1.1 - 5.3	Not included in EPC Agreement, as the provisions concern options for performance of the construction work, which NYSEG has agreed to perform.
	Article 5.4	Not included in EPC Agreement, as the provision concerns power system stabilizers for the Facility, which is covered in the Facility's LGIA.
Articles 3.2 - 3.6	Articles 5.5 - 5.9	Modified to reflect that NYSEG will be performing the EPC Services, to describe the facilities to be constructed under the agreement, and to reflect that study work has been completed.
	Articles 5.10 - 5.11	Not included in EPC Agreement, as the provisions concern the construction and ownership of Developer's Attachment Facilities and Connecting Transmission Owner's Attachment Facilities, which requirements are covered in the Facility's LGIA.
Article 3.7		Inserted in EPC Agreement to provide that NYSEG will own the Affected System Upgrade Facilities.
Articles 3.9 – 3.11	Articles 5.12-5.14, 5.16	Modified to reflect that NYSEG will be performing the EPC Services and that operation and maintenance requirements are not included in EPC Agreement.
	Article 5.15	Not included in EPC Agreement, as the provision concerns the early construction of base case facilities, which is covered in the Facility's LGIA.
Article 3.12	Article 5.17	Modified to reflect the facilities being constructed under EPC Agreement.
Article 3.13	Article 5.18	Modified to remove references to the tax exempt status of certain New York Transmission Owners not a party to the agreement.

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Article 3.14	Article 5.19	Modified to reflect the facilities being constructed under EPC Agreement.
Article 4	Article 6	Testing and Inspection
Articles 4.1-4.3	Articles 6.1, 6.3, and 6.4	Modified to reflect the facilities being constructed under EPC Agreement and to reflect that NYSEG will be performing EPC Services and will notify other parties regarding testing.
	Article 6.2	Not included in EPC Agreement, as the provision concerns testing after the operation of the constructed facilities.
	Article 7	Not included in the EPC Agreement, as the “Metering” requirements are covered in the Facility’s LGIA.
Article 5	Article 8	Communications
Articles 5.1-5.3	Articles 8.1-8.3	Modified to remove references to maintenance requirements after construction of facilities.
	Article 9	Not included in EPC Agreement, as the “Operations” requirements are beyond the scope of this agreement, which terminates upon completion of the Affected System Upgrade Facilities and payment of final invoices.
	Article 10	Not included in EPC Agreement, as the “Maintenance” requirements are beyond the scope of this agreement, which terminates upon completion of the Affected System Upgrade Facilities and payment of final invoices.
Article 6	Article 11	Performance Obligation
	Articles 11.1-11.2	Not included in EPC Agreement, as the provisions concern the construction and ownership of Developer’s Attachment Facilities and Connecting Transmission Owner’s Attachment Facilities, which is covered in the Facility’s LGIA
Article 6.1	Article 11.3	Modified to reflect that Affected Transmission Owner will be performing EPC Services, the Affected System Upgrade Facilities to be constructed, and the parties’ cost responsibility for the construction of the Affected System Upgrade Facilities as set forth in Attachment S of the NYISO OATT.
	Article 11.4	Not included in EPC Agreement, as the provision concerns the construction of facilities not covered under this agreement.
Article 6.2	Article 11.5	Modified to provide that Developer has already provided its required security in accordance with Attachment S of the NYISO OATT and to address how such security will be used under the agreement.
	Article 11.6	Not included in the EPC Agreement, as the provision concerns compensation for the operation of the constructed facilities.
Article 6.3	Article 11.7	Modified to reflect facilities being constructed under EPC Agreement.

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Article 7	Article 12	Invoice
Article 7.1	Articles 12.1-12.2	Modified to reflect that Developer has already posted Security to cover costs of EPC Services, to indicate that cost differences will be allocated in accordance with the requirements in Attachment S of the NYISO OATT, and to reflect the facilities being constructed under the EPC Agreement.
Article 7.2	Articles 12.1-12.2	Modified to reflect the facilities being constructed under the EPC Agreement and the use of, and any refund of, the posted Security under the agreement.
Article 7.3	Article 12.3	Conforming.
Article 7.4	Article 12.4	Modified to reflect that either the Developer or Affected Transmission Owner could owe money to the other party.
	Article 13	Not included in EPC Agreement, as the “Emergencies” provisions are beyond the scope of this agreement, which terminates upon completion of the Affected System Upgrade Facilities and payment of final invoices.
Article 8	Article 14	Regulatory Requirements and Governing Law
Articles 8.1-8.2.3	Articles 14.1-14.2.3	Conforming.
Article 9	Article 15	Notices
Articles 9.1-9.3	Articles 15.1-15.3	Conforming.
Article 9.4	Article 15.4	Not included in the EPC Agreement, as notices for operation and maintenance are beyond the scope of this agreement, which terminates upon completion of the Affected System Upgrade Facilities and payment of final invoices.
Article 10	Article 16	Force Majeure
Article 10.1.1	Article 16.1.1	Conforming.
Article 10.1.2	Article 16.1.2	Modified to remove cross-reference to Article 4 of the Pro Forma LGIA, which is not included in the EPC Agreement.
Article 11	Article 17	Default
Articles 11.1.1-11.1.2	Articles 17.1.1-17.1.2	Conforming.
Article 12	Article 18	Indemnity, Consequential Damages, and Insurance

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Articles 12.1-12.3.11	Articles 18.1-18.3.11	Conforming, except the EPC Agreement deletes the reference in Article 18.2 of the Pro Forma LGIA to liquidated damages, as Article 5.3 of the Pro Forma LGIA regarding liquidated damages was not included in the EPC Agreement because NYSEG will not be constructing the Affected System Upgrade Facilities under the Alternative Option or Negotiated Option in the Pro Forma LGIA.
Article 13	Article 19	Assignment
Article 13.1	Article 19.1	Modified to remove reference to Attachment Facilities.
Article 14	Article 20	Severability
Article 14.1	Article 20.1	Modified to remove reference to construction options, which have been eliminated from the EPC Agreement as NYSEG has agreed to construct Affected System Upgrade Facilities.
Article 15	Article 21	Comparability
Article 15.1	Article 21.1	Conforming.
Article 16	Article 22	Confidentiality
Articles 16.1-16.1.12	Articles 22.1-22.1.12	Conforming.
Article 17	Article 23	Environmental Releases
Article 17.1	Article 23.1	Modified to provide that the Affected Transmission Owner, as the party constructing the Affected System Upgrade Facilities, is the party responsible for notifying the Developer of environmental releases.
Article 18	Article 24	Information Requirement
Article 18.1	Article 24.1	Conforming.
Article 18.2	Article 24.2	Modified to reflect facilities being constructed under EPC Agreement.
Article 18.3	Article 24.3	Modified to provide that NYISO will notify parties of status of FERC action concerning LGIA, to indicate that Developer will provide to the NYISO the updated information required by the LGIA, and to reflect facilities being constructed under the EPC Agreement.
Article 18.4	Article 24.4	Modified to remove testing requirements for the Large Generating Facility, which are covered in the Facility's LGIA.
Article 19	Article 25	Information Access and Audit Rights
Articles 19.1-19.2, 19.5	Articles 25.1-25.2, 25.5	Conforming.
Article 19.3	Article 25.3	Modified to remove reference to party's action in Emergency State, which is beyond the scope of the EPC Agreement.

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Article 19.4	Article 25.4	Modified to reflect facilities being constructed under EPC Agreement and reflect that both parties may issue an invoice.
Article 20	Article 26	Subcontractors
Articles 20.1-20.3	Articles 26.1-26.3	Conforming.
Article 21	Article 27	Disputes
Articles 21.1-21.5	Articles 27.1-27.5	Conforming, except Article 21.3 modified to reflect facilities being constructed under EPC Agreement.
Article 22	Article 28	Representations, Warranties and Covenants
Articles 22.1, 22.1.3-22.1.4	Articles 28.1, 28.1.3-28.1.4	Conforming.
Article 22.1.1	Article 28.1.1	Modified to reflect that Affected System Upgrade Facilities will be located in the State of New York.
Article 23	Article 29	Miscellaneous
Articles 23.1-23.7, 23.9-23.14	Articles 29.1-29.7, 29.9-29.14	Conforming.
Article 23.8	Article 29.8	Modified to remove reference to interconnection service provided by the NYISO, which is covered in the Facility's LGIA.
Article 23.15	Article 29.15	Modified to reflect facilities being constructed under EPC Agreement.
Appendices	Appendices	
Appendix A	Appendices A and B	Modified to describe EPC Services to be performed under EPC Agreement and provide milestones for performance of services.
Appendix B	Appendix F	Conforming.
	Appendices C, D, E, and G	Not included in EPC Agreement, as requirements for Interconnection Details (Appendix C), Security Arrangement Details (Appendix D), Commercial Operation Date (Appendix E), and Interconnection Requirements for a Wind Generating Plant (Appendix G) are either inapplicable to the EPC Agreement or are addressed in the Facility's LGIA.