

Attachment I

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ENGINEERING & PROCUREMENT AGREEMENT

This Engineering & Procurement Agreement ("Agreement"), dated as of December 31, 2019 (the "Effective Date"), is made by and between Canisteo Wind Energy LLC, a Delaware limited liability company having its principal place of business at 1 S. Wacker Dr. #1800 Chicago, IL 60647 ("Customer" or "Developer"), and New York State Electric & Gas Corporation ("NYSEG" or the "Company"), a New York corporation with an office located in Kirkwood, New York. The Customer and the Company shall each be referred to as a "Party", and shall be referred to collectively as the "Parties".

RECITALS

WHEREAS, the Parties desire to set forth the terms, conditions, and costs for conducting certain engineering and procurement activities specified in **Attachment A** to this Agreement ("Engineering & Procurement") related to the interconnection of the Customer's electric generating facility located in the Towns of Cameron, Canisteo, Greenwood, Jasper, Troupsburg, and West Union, all in Steuben County, New York (the "Facility");

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1. Information Requirements and Scope of Engineering & Procurement.

1.1 The Customer agrees to provide all information, documents and technical data required by the Company and deemed necessary by the Company to perform the Engineering & Procurement services as outlined in Attachment A. Such information, documentation, and technical data required has been provided by the Customer as of the Effective Date and the Company acknowledges receipt of such information, documentation, and technical data as of the Effective Date to commence the Engineering & Procurement. After execution of this Agreement, Customer will continue to provide the remainder of the information specified in Attachment A on a schedule to be mutually agreed by the Customer and the Company, and will also provide any additional information, documentation, or technical data is determined by the Company to be required for its performance of the Engineering & Procurement (collectively, the "Additional Information and Data"). The Company shall provide notice to the Customer of its failure to provide Additional Information and Data in accordance with this Section 1.1, and the Customer shall provide such Additional Information and Data within fifteen (15) days following its receipt of such notice from the Company. If the Customer fails to provide the Additional Information and Data within fifteen (15) days following its receipt of such notice from the Company, the Company may, at its option and upon prior written notice to the Customer, suspend the Engineering & Procurement until such Additional Information and Data is received. Notwithstanding the foregoing, if all or a portion of Additional Information and Data requested by Company is not available within the fifteen (15) day period, Customer shall notify Company of that fact and will provide a good faith estimate of the date upon which such Additional Information and Data will be provided. If the Customer fails to provide the Additional Information and Data within ninety (90) days following its receipt of the fifteen (15) day notice from the Company, the Company may, at its option and upon prior written notice to the

Customer, terminate this Agreement; provided, however, that if all or a portion of Additional Information and Data requested by Company is not available within the ninety (90) day period, Customer shall (i) notify Company of that fact and provide a good faith estimate of the date upon which such Additional Information and Data will be provided; and (ii) use commercially reasonable efforts to supply Additional Information and Data as it becomes available. So long as Customer is in compliance with clauses (i) and (ii) of the preceding sentence, this Agreement shall remain in full force and effect, but Company shall retain the right to suspend the Engineering & Procurement until such Additional Information and Data is received.

1.2 The scope of the Engineering & Procurement to be performed by the Company (“Scope of Engineering & Procurement”) shall be as described in this Agreement in **Attachment A**.

1.3 In performance of the Engineering & Procurement hereunder, the Company:

a. shall at all times perform in a good and workmanlike manner consistent with applicable best professional practices and standards in the industry for performing similar services;

b. shall at all times perform in material compliance with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations of any governmental authority; and

c. represents and warrants that it and any subcontractor has all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform services hereunder.

1.4 All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the NYISO's Open Access Transmission Tariff inclusive of Attachment X thereto.

1.5 This Agreement shall be superseded by the Interconnection Agreement executed by both Parties (“IA”). Notwithstanding the foregoing, Sections 4.5, 9.1, 9.2 and 16, and Article 8, survive expiration or termination of this Agreement (“Surviving Provisions”). In the event of any conflict between a Surviving Provision of this Agreement and the IA, the Surviving Provision of this Agreement shall control.

2. Representatives.

All work pertaining to the Engineering & Procurement that is the subject of this Agreement will be approved by and coordinated only through designated and authorized representatives of the Company and the Customer. Each Party shall inform the other in writing of its designated representative(s). The designated representatives of the Parties shall not have the right to amend this Agreement, except as provided in Section 4.2.

3. Engineering & Procurement Duration and Results.

3.1 The Company's estimated schedule for completing the Engineering & Procurement is specified in **Attachment A**. The Customer understands and agrees that the completion dates in Attachment A are only estimates, and that the Company makes no representations or warranties, either express or implied, that the Engineering & Procurement will be completed within these time periods. The Company agrees to provide to the Customer periodic reports on the status of the Engineering & Procurement at intervals as agreed by the Parties, and also shall provide status reports upon the reasonable request of the Customer.

4. Estimated Costs and Payment Terms.

4.1 The Company's estimated cost for completion of the Engineering & Procurement services is specified in **Attachment A** (the "Estimated Cost"). The Estimated Cost constitutes the Company's good faith estimate of the cost for the Engineering & Procurement services through to the execution of the IA, pursuant to this Agreement. The actual costs to be paid by the Customer will be the actual costs incurred by the Company, which may vary from the Estimated Cost, as described in Section 4.3 below. Any costs for the Engineering & Procurement in excess of the Estimated Cost are "Additional Costs". Typically, under NYSEG's E&P Agreement, NYSEG requires the customer to provide payment security such as a letter of credit to guaranty NYSEG receives payment for the work NYSEG will undertake. In this instance NYSEG has arranged the payment schedule so that NYSEG will not be required to perform work until the funding to pay for that work has been received. By arranging the payments this way, the Customer will not be required to submit security such as a letter of credit. The intention of this provision is to be clear that the Company shall only expend funds toward the payment of Engineering and Procurement if sufficient funds have first been received from the Customer. NYSEG requires payment of the estimated cost of work in advance.

- a. The Estimated Cost is three hundred thousand dollars (\$300,000.00), which includes, but is not limited to Owners Engineer review costs of the scope described in Attachment A hereto
- b. The first payment of one hundred and fifty thousand dollars (\$150,000.00) is due on the date of execution of this Agreement by both parties (the "Effective Date");
- c. The second payment of one hundred and fifty thousand dollars (\$150,000.00) (the actual amount may be adjusted based upon the development update described in Paragraph 4.2 below) is due within one (1) month from the effective date;
- d. All payments by Customer shall be made by certified or bank check, or wire transfer.

4.2 The Company can commence with the full Engineering & Procurement described in Attachment A hereto upon receipt of the first payment. The estimated \$300,000 for the NYSEG scope is intended to cover services through to execution of the IA. In the event the IA is not executed prior to the funding running out, an amendment to this E&P will be required to provide additional funds in order to continue providing services. Once the Company has commenced performance of the Engineering & Procurement, the Company shall have the right to

propose changes to the Scope of Engineering & Procurement by providing written notice (each an "EP Change Notice") to the Customer, which notice shall include an estimate of the Additional Cost associated with the change in the Scope of Engineering & Procurement. The Customer, through its designated representative, shall, within ten (10) business days after the Customer receives an EP Change Notice, either (a) authorize the change in the Scope of Engineering & Procurement in a written notice to the Company and include payment for the Additional Cost associated with the change, or (b) dispute the necessity for or the cost of the change described in the EP Change Notice. If the Customer chooses option (b), then the Company shall not undertake any work associated with the EP Change Notice until such dispute is resolved; provided, however, that if the dispute is not resolved within ninety (90) days from the date the Customer receives the EP Change Notice, either Party shall have the right to terminate this Agreement upon written notice to the other. If the Customer chooses option (a), then payment of the Additional Costs described in any EP Change Notice is required in advance of the Company undertaking to perform the change in the Scope of Engineering & Procurement and the Customer shall be responsible for the actual costs associated with the change in the Scope of Engineering & Procurement.

4.3 The Company shall, in writing, advise the Customer in advance of performing any Engineering & Procurement work that is not subject to an EP Change Notice as described in Section 4.2, if the Additional Costs for such work are equal to or greater than ten percent (10%) of the Estimated Cost (each notice an "Increased Cost Notice"). Upon receiving an Increased Cost Notice, the Customer, through its designated representative, shall, within ten (10) days, either (a) make payment for the Additional Cost, or (b) dispute the Additional Cost described in the Increased Cost Notice. If the Customer chooses option (b), the Company may, at its option and upon notice to the Customer (y) suspend performance under this Agreement until the dispute is resolved and the required payment for the Additional Cost is made, or (z) if the dispute is not resolved within ninety (90) days from the date the Customer receives the Increased Cost Notice, terminate this Agreement.

4.4 Within thirty (30) days after the expiration or any earlier termination of this Agreement: (a) the Company shall refund to the Customer any portion of the paid Estimated Costs or paid Additional Costs that the Company did not expend in performing its obligations under this Agreement, and (b) the Customer shall pay to the Company any outstanding amount due under this Agreement. Notwithstanding the foregoing, the Company may retain any amounts due to Customer under (a) above until such time as there is final settlement of any dispute between the Parties over amounts due under this Agreement, including any indemnification or other liability obligations under this Agreement. This Section 4.4 shall survive any termination or expiration of this Agreement.

5. Term and Termination.

5.1 This Agreement shall be effective, as of the Effective Date, upon its execution by both Parties and payment of the first payment by Customer, and shall remain in effect until the IA is executed, unless terminated earlier pursuant to its terms.

5.2 If a Party breaches any material term or condition of this Agreement and fails to cure the same within fifteen (15) business days after receiving notice from the other Party

specifying such material breach, the non-breaching Party may (a) terminate this Agreement immediately upon notice to the breaching Party, or (b) agree in writing that the breaching party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

5.3 In addition to any other termination rights provided in this Agreement, the Customer may terminate this Agreement at any time upon ten (10) days' prior written notice to the Company.

5.4 For termination pursuant to Sections 5.2 and 5.3, the terminating Party shall pay to the non-terminating Party, in addition to any amounts required pursuant to Section 4.4, any reasonable and verifiable costs, fees, penalties and charges incurred by the non-terminating Party as a result of such termination; provided, however, that the remedy specified in this Section 5.4 shall not be the non-terminating Party's exclusive remedy in the event of such termination.

6. Notice.

Any notices, requests, or other correspondence and communication given under this Agreement shall be in writing and must be sent (a) by hand delivery, if the signature of recipient is requested, (b) by registered or certified mail, return receipt requested, (c) by a reputable national overnight courier service, postage prepaid, or (d) by facsimile transmission, addressed to a Party at its address or telephone facsimile number set forth below, with the original of such facsimile to be delivered within two (2) business days thereafter by one of the other means set forth in this Article 6. For purposes of this Agreement, notices sent by hand delivery, overnight courier or facsimile (if followed by the original as required by this Article 6) shall be deemed given upon receipt and notices sent by registered or certified mail shall be deemed given three (3) business days following the date of mailing. Either Party may give notice, as herein provided, specifying a different person, address or facsimile number than that which is listed below.

For Company:

New York State Electric & Gas
Corporation
Manager – Programs/Projects
Electric Transmission Services
18 Link Drive
Binghamton, NY 13902-5224
Phone: (585) 484-6306
Fax: (607) 762-8666

For Customer:

Canisteo Wind Energy LLC
Justin VanCoughnett
Project Manager
Renewable Project Management

Phone: ((312) 582-1265

Fax: (312) 224-1444

Email:

JVanCoughnett@invenergyllc.com

7. Confidentiality.

7.1 Unless otherwise required by applicable law, rule or regulation, the Company and the Customer agree to maintain the confidentiality of this Agreement and any and all information

and data provided by a Party hereunder, including the Engineering & Procurement results (the "Confidential Information"), during the term of this Agreement and for a period of two (2) years following the expiration or any termination of this Agreement, except that the Company and Customer may disclose any and all Confidential Information provided by a Party hereunder on a need-to-know basis to its employees, agents, representatives, contractors, suppliers, lenders, potential equity investors and affiliates (and its affiliates' employees, agents and representatives) who have first been advised of the confidentiality provisions of this Agreement.

7.2 Each Party hereby acknowledges and agrees (a) that the Confidential Information of the other Party is a valuable trade secret of the other Party and that any unauthorized disclosure thereof could cause irreparable harm and loss to the other Party, and (b) that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that each Party shall be entitled to specific performance and/or injunctive relief as a remedy for any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

7.3 No license or right to any trade secret, business method, patent (now issued or hereafter issuing), trade mark, trade name, copyright or any other intellectual property of a disclosing Party is granted by this Agreement.

8. Indemnification.

Each Party (each, an "Indemnitor") agrees to indemnify, hold harmless and defend the other Party and its affiliated companies (collectively "Affiliates"), and the trustees, directors, officers, employees, and agents of each of them (each, an "Indemnitee"), from and against any and all damages, costs, expenses (including attorney's fees), fines, penalties and liabilities, in tort, contract, or otherwise resulting from claims of third parties arising, or claimed to have arisen, as a result of any acts or omissions of the Indemnitor under this Agreement. Indemnification shall include all costs, including attorney's fees, reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement. This Article 8 shall survive the expiration or any termination of this Agreement, including the incorporation of this Agreement into the LGIA") to be entered into and executed by the Company and Customer.

9. Disclaimer of Damages/Limitation of Liability.

9.1 Except with respect to the indemnity liability described in Article 8, neither Party shall be liable to the other Party for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits or goodwill, arising in connection with this Agreement, the Engineering & Procurement performed hereunder, and/or the intended use thereof, under any theory of tort, contract, warranty, strict liability or negligence. This Section 9.1 shall survive the expiration or any termination of this Agreement.

9.2 Without limitation of the provisions of Section 9.1 above, the total liability of the Company to the Customer in connection with this Agreement shall be limited to the lesser of: (a) direct damages proven by the Customer; or (b) the amount paid by the Customer to the

Company pursuant to the payment terms of this Agreement. The foregoing limitation applies to all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. The Customer acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. This Section 9.2 shall survive the expiration or any termination of this Agreement.

10. Force Majeure.

Any delay in or failure of performance under this Agreement (other than a failure to comply with a payment obligation) shall not be considered a breach of this Agreement if and to the extent caused by events (each, a “Force Majeure Event”), beyond the reasonable control of the Party affected, including but not limited to acts of God, embargoes, governmental restrictions, strikes, riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism or sabotage. Market conditions and/or fluctuations (including a downturn of any Party’s business) shall not be deemed Force Majeure Events. The Party whose performance is affected by a Force Majeure Event shall promptly notify the other Party, giving details of the Force Majeure Event, and the obligations of the Party giving such notice shall be suspended to the extent caused by the Force Majeure Event and for so long as the Force Majeure Event continues, and the time for performance of the affected obligation hereunder shall be extended by the time of the delay caused by the Force Majeure Event. During the continuation of the Force Majeure Event, the nonperforming party shall (a) exercise commercially reasonable due diligence to overcome the Force Majeure Event; (b) to the extent it is able, continue to perform its obligations under this Agreement; and (c) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires.

11. Applicable Law.

When not in conflict with or preempted by federal law, including, without limitation, Part II of the Federal Power Act, 16 U.S.C. §§824d, *et seq.*, and Part 35 of Title 18 of the Code of Federal Regulations, 18 C.F.R. §§35, *et seq.*, each as may be modified from time to time, this Agreement shall be construed and governed in accordance with the law of the State of New York without giving effect to any choice or conflict of law rule that would cause the application of the law of any jurisdiction other than the State of New York.

12. Amendments.

All amendments to this Agreement shall be in written form executed by the Parties.

13. Assignment; Successors and Assigns.

13.1 Neither Party shall assign this Agreement to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party (a) may assign all or part of this Agreement to any other entity controlled by, controlling, or under common control with, the assigning Party, and (b) may assign all or part of this Agreement to any other entity providing financing to such Party (as collateral or otherwise); provided further, however, that the assigning must provide fifteen (15) days prior notice to the non-assigning Party of such an assignment and

the assigning Party shall not be released from its obligations and liabilities under this Agreement following such an assignment.

13.2 This Agreement shall be binding on the successors and permitted assigns of both Parties.

13.3 In the event of a permitted assignment, the assigning Party shall provide prior notice to the other Party.

13.4 In the event of a permitted assignment, assignee shall assume all obligations of assignor and assignor shall not be released from liability following an assignment.

14. Severability.

If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over this Agreement, all other terms in this Agreement will remain in full force, the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, the Company and the Customer shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.

15. Merger.

This Agreement, including all exhibits, schedules and attachments, embodies the entire agreement between the Company and the Customer. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth herein.

16. Representations and Warranties of Authority.

Each Party represents and warrants to the other that:

- a. it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- b. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such Party; and
- c. the execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or material default under, the provisions of any material contract by which either Party is bound.

These representations and warranties shall survive the expiration or termination of this Agreement.

17. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

18. No Waiver

Each Party further agrees that no failure or delay by the other Party in exercising any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

19. Cooperation

The Company shall use reasonable efforts to cooperate with the Customer's development and financing of the Generating Facility by: (a) providing status updates and other information reasonably requested by the Customer regarding the Company's performance of the Engineering & Procurement; and (b) providing information reasonably requested by the Customer to facilitate the financing of the Generating Facility; provided, however, that this Article 19 shall not require the Company to incur any material costs or expenses.

20. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute only one legal instrument.

The Parties hereby execute this Agreement by the signature of their authorized agents as of the date first written above.

New York State Electric & Gas Corporation

Canisteo Wind Energy LLC

Name: David Kimiecik

Name: 

Title: Vice President, Energy Services

Title: VP

Date: _____

Date: Sep 10, 2019

New York State Electric & Gas Corporation

Name: _____

Title: _____

Date: _____



17. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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The Parties hereby execute this Agreement by the signature of their authorized agents as of the date first written above.

New York State Electric & Gas Corporation **Canisteo Wind Energy LLC**

Name: David Kimiecik  Name: _____

Title: Vice President, Energy Services Title: _____

Date: 11/6/19 Date: _____

New York State Electric & Gas Corporation

Name: Joseph J. Sytz 

Title: VP, Controller & Treasurer

Date: 9/6/19

ATTACHMENT A

Scope of Engineering & Procurement

I. Project Scope of Work

NYSEG will place into service the new Company-owned and/or operated facilities (engineered, procured and installed by the customer), and the modifications to existing Company-owned and/or operated facilities upon execution of the Interconnection Agreement and completion of the scope of work described herein.

NYSEG will provide Owner's Engineer ("OE") services to review the Developer's engineering, design, procurement, construction, testing and commissioning of the new Connecting Transmission Owner Attachment Facilities (CTO AF) as described in Section 3 of the Facility Study.

NYSEG OE scope will include civil and electrical review of the above and below ground engineering and design, protection and control engineering and design review, field construction management to oversee, but not direct, the construction work, and Testing and Commissioning of the items listed in Section 3 of the Facility Study.

Some elements of the Bennett substation will be upgraded to the benefit of multiple interconnection customers. These elements include the new control house at Bennett Substation and Canisteo Q519 will occupy space in the new control house for metering, relaying, communication, and annunciation facilities. AC and DC services will be sufficient for Canisteo and there will be space for AC and DC circuits and panels. The initial upgrade costs are being borne by another interconnection customer. The incremental costs of the upgrade beyond what was required for their upgrade will be split between Canisteo and the other interconnection customers. A cost sharing agreement will be developed to address this situation. The scope of this E&P agreement is based on the assumption that the cost sharing agreement that Canisteo will be party to, is executed and all upgrades have been agreed to. In the event that a cost sharing agreement is not developed, and the required shared upgrades are not realized, Canisteo may be required to redesign and construct without those upgrades in place. This would be done at Canisteo's cost and the risk of moving forward without these agreements executed or an executed LGIA is Canisteo's.

Description of Project:

Canisteo Wind Energy LLC is proposing to interconnect the Canisteo Wind Project at NYSEG's Bennett 115kV substation. The project will be comprised of 90 GE 3.23 MW 130 series wind turbines distributed over twelve collector feeder systems (45 wind turbines on each system of six feeders) for a maximum potential generating capacity of 290.7 MW in summer and winter.

Connecting Transmission Owner Attachment Facilities (CTO AF): Bennett Substation

Bennett Substation – CTO AF included all facilities and equipment owned, controlled or operated by the Connecting Transmission Owner from the Point of Change of Ownership (PCO) to the POI. The proposed PCO for the Canisteo Wind Project is at the attachment point at the three (3) new single phase monopole steel terminal structures. The POI for the Canisteo Wind Project is at the connection to the 115 kV main bus at the strain bus structure.

In order to interconnect the Project into Bennett Substation, the 115 kV yard does not require any expansion. Due to site space constraints and in order to maintain existing site access and drive paths, it was determined during site visit that installation of a new H-frame structure for the 115 kV line from Canisteo Wind Project into the POI would not be feasible. The existing A-Frame dead-end structure foundations would interfere with any new potential dead-end structure foundation because any new structure would have to be designed very close to the existing dead-end structure so as to not affect current site access and drive paths. After careful evaluation of options, extension of current dead-end structures to add a new bay was considered which would require addition of only two new foundations to support the legs of the expanded A-frame dead-end structure and would not affect current site access and drive paths. Upon further evaluation, the existing dead-end structure was found to be a Type 8B-2B structure which was originally erected in 1939 and no drawing information was available in any records. So, both these approaches were abandoned.

As an alternative, a 115kV substation terminal design is being considered which consist of three (3) single phase monopole steel terminal structures. This offers a modern and compact design and still allows for adequate drive access.

The CTO AF is mainly comprised of the three (3) single phase monopole steel dead-end structures, a line disconnect switch and Surge Arresters; two (2) 115 kV motor operated disconnect switches, one (1) 115 kV circuit breaker, three (3) current and potential transformer (CT/PT) combo units for revenue metering, one (1) single phase current transformer (CCVT), insulators, bare aluminum cable (bus), control and protective equipment, support structure, foundations, and any other essential accessories deemed necessary to interconnect Canisteo Wind Project to the POI.

The simplified One-Line diagram (**Error! Reference source not found.** – Q519-2018-FS-E001), the Bennett Substation 115 kV general arrangement (**Error! Reference source not found.** – Q519-2018-FS-E003) and overall project site plan (**Error! Reference source not found.** – Q519-2018-FS-E004) provides a simplified diagrammatic representation of the elements of the scope of work as part of the facilities study.

As part of protection and controls requirements for the Canisteo Wind Project, the CTO AF shall include a new distance line protection and a breaker failure protection that shall be implemented inside the new control house installed as part of the Q422 project. It is assumed that the existing differential protection is sufficient for the new bay expansion as part of Q519 project. The existing control house does not have the necessary space for any expansion and new control house by Q422 project shall have the spare positions available for this expansion. These assumptions are subject to change as engineering and coordination study work progresses and is developed in more detail.

The following major relays are proposed for this project:

- System A Line Protection: SEL-421
- System B Line Protection: GE-L90
- Breaker Failure Protection: SEL-451

The relay one-line diagram for the POI, Bennett Substation is included as **Error! Reference source not found.** – Q519-2018-FS-E002 SH1, SH2.

The Developer shall be responsible for the engineering, design, procurement, construction, installation, testing, and commissioning associated with 115 kV line, disconnect switches, circuit breaker, revenue metering equipment, CCVT, surge arresters, line work, and structures at the Bennett Substation. NYSEG will provide Owner's Engineer ("OE") services to review the Developer's engineering, design, procurement, construction, testing and commissioning.

The following is a summary of major elements identified under the CTO AF category, together with estimated cost and major milestones.

Major Elements

The CTO AF work shall include, but not be limited to, the design, engineering, procurement, construction, installation, testing and commissioning of the following:

(#) long lead items

- (#) Three (3) 115 kV, 2000A Motor Operated Disconnect Switch (MOD) complete with grounding, control cables and conduits to "New Control House"
- (#) Three (3) 115 kV Revenue Metering CT/PT Combo Units (NYISO Approved)
- (#) One (1) 115 kV single phase CCVT
- (#) One (1) 115 kV, 3000A, 63KA Circuit Breaker (Rated 145KV) with 12-1200:5MR CTs, complete with bushing test terminals, Junction Box, Platform, grounding, power and control cables, conduits to "New Control House"
- Fiber Optic cable from the dead end structure to the new control room
- Three (3) Surge arresters
- Structure:
 - (#) Three (3) 115 kV single phase monopole dead-end structures attaching to existing Structure with fittings
 - Three (3) 115 kV Revenue Metering CT/PT Combo Unit Structures complete with grounding, control cables and conduits to "New Control House"
 - One (1) 115 kV single phase CCVT Structure complete with grounding, control cables and conduits to "New Control House"
 - Three (3) 115 kV, 2000A Motor Operated Disconnect Switch (MOD) Structure complete with grounding, control cables and conduits to "New Control House"
- Foundations:
 - Three (3) 115 kV single phase monopole dead-end structure Foundations
 - One (1) 115 kV, 3000A, 63KA Circuit Breaker Foundation
 - Three (3) 115 kV Revenue Metering CT/PT Combo Unit Foundations
 - One (1) 115 kV single phase CCVT Foundation
 - Four (4) 115 kV, 2000A Motor Operated Disconnect Switch (MOD) Foundations
- One (1) Task Light complete with cable, conduits to "New Control House"
- Substation cable 1192.5 KCM AAC as required for tap connections
- One (1) Yard Light complete with cable, conduits to "New Control House"
- "New Control House" Relay, Communications and Metering

- Line Protection Panel
- Breaker Control Panel
- SEL-421
- SEL-451
- GE L90
- Revenue Metering Panel, Meter and Test Switches

Note: New Control House refers to the new control house built by Q422 project.

Stand Alone System Upgrade Facilities (SA SUF): Bennett Substation Expansion Yard

Major Elements

The SA SUF work shall include, but is not limited to, the design, engineering, procurement, construction, installation, testing and commissioning of the following, to be performed by Developer. NYSEG will provide Owner's Engineer ("OE") services to review the Developer's engineering, design, procurement, construction, testing and commissioning

^(#) long lead items

- Equipment:
 - Nine (9) 115 kV Insulators on existing strain bus structure
 - Substation cable 1192.5 KCM AAC as required for tap connections

Elective Other SUF

Bennett to Moraine Road to Meyer 115 kV

The interconnection of the Project may accommodate updating the Bennett to Moraine Rd to Meyer 115 kV line rating to 224 MVA Summer LTE (1125 A). To achieve that, the following upgrades to existing equipment may be made at the discretion of the Developer as they are elective/ optional.

The existing 115 kV, 2000A Circuit Breaker, 72562 (Located in Bennett Substation) is sufficient. The current tap setting is 2000:5 and would not require any modification. The SRIS report identified this to have a tap setting of 600:5 which would have not been sufficient.

The existing 115 kV, 1200A Circuit Breaker, 96632 (Located in Meyer Substation) is sufficient. The tap settings need to be modified from the current tap of 600:5 to a higher tap setting. Updates to control wiring, relay settings shall be required.

Summary

The SUF work related to Bennett to Moraine to Meyer 115 kV shall include, but not be limited to, the design, engineering, procurement, construction, installation, testing and commissioning of the following, to be performed by Developer. NYSEG will provide Owner's Engineer ("OE") services to review the Developer's engineering, design, procurement, construction, testing and commissioning

- Upgrade of circuit breaker 96632 (located at Meyer Substation) tap settings to 1200:5 and perform minor updates to protection and controls wiring and relay settings.

Bennett to Howard to Bath 115 kV

The interconnection of the Project may accommodate updating the Bennett to Howard to Bath 115 kV line rating to 209 MVA Summer LTE (1050 A). To achieve that, the following upgrades to existing equipment shall be made at the discretion of the Developer as they are elective/ optional.

The existing 115 kV, 1200A Circuit Breaker, 96592 (Located in Bath Substation) is sufficient. The tap settings need to be modified from the current tap of 600:5 to a higher tap setting. Updates to control wiring, relay settings shall be required.

The existing 115 kV, 1200A Circuit Breaker, 95362 (Located in Bennett Substation) is sufficient. The tap settings need to be upgraded to a higher tap setting of 1200:5. Updates to control wiring, relay settings shall be required.

The existing 115 kV, 1200A Circuit Breaker, B1/95302 (Located in Spencer Hill Substation) is sufficient. The tap settings need to be modified from the current tap of 600:5 to a higher tap setting. Updates to control wiring, relay settings shall be required.

The existing 115 kV, 1200A Circuit Breaker, 723/95302 (Located in Spencer Hill Substation) is sufficient. The tap settings need to be modified from the current tap of 600:5 to a higher tap setting. Updates to control wiring, relay settings shall be required.

Summary

The SUF work related to Bennett to Howard to Bath 115 kV shall include, but not be limited to, the design, engineering, procurement, construction, installation, testing and commissioning of the following, to be performed by Developer. NYSEG will provide Owner's Engineer ("OE") services to review the Developer's engineering, design, procurement, construction, testing and commissioning

- Upgrade of Circuit Breaker 96592 (Located in Bath Substation) tap settings and minor updates to protection and controls wiring and relay settings.
- Upgrade of Circuit Breaker 95362 (Located in Bennett Substation) tap settings and minor updates to protection and controls wiring and relay settings.
- Upgrade of Circuit Breaker B1/95302 (Located in Spencer Hill Substation) tap settings and minor updates to protection and controls wiring and relay settings.
- Upgrade of Circuit Breaker 723/95302 (Located in Spencer Hill Substation) tap settings and minor updates to protection and controls wiring and relay settings.

Bath to Montour 115 kV

The interconnection of the Project may accommodate updating the Bath to Montour 115 kV line rating to 172 MVA Winter LTE (864 A). To achieve that, the following upgrades to existing equipment shall be made at the discretion of the Developer as they are elective/ optional.

The existing 115 kV, 1200A circuit breaker, 96592 (Located in Bath Substation) is sufficient. The tap settings need to be modified from the current tap of 600:5 to a higher tap setting. Updates to control wiring, relay settings shall be required.

The existing 115 kV, 1200A circuit breaker, 96542 (Located in Montour Falls Substation) does not have sufficient tap settings available to meet the ratings and shall be removed and replaced with a new 115 kV, 1200A circuit breaker, 96542 with 1200:5MR CTs on existing foundation with new adapter, platform, grounding, power and control cables, conduits to existing control

house. It is assumed that the relaying for the existing circuit breaker would be sufficient and would not require upgrades.

Summary

The SUF work related to Bath to Montour 115 kV shall include, but not be limited to, the design, engineering, procurement, construction, installation, testing and commissioning of the following, to be performed by Developer. NYSEG will provide Owner's Engineer ("OE") services to review the Developer's engineering, design, procurement, construction, testing and commissioning

^(#) long lead items

- Upgrade of Circuit Breaker 96592 (Located in Bath Substation) tap settings and minor updates to protection and controls wiring and relay settings.
- Remove One (1) Existing 115 kV, 1200A Circuit Breaker, 96542 (Located in Montour Falls Substation)
- ^(#) One (1) new 115 kV, 1200A Circuit Breaker, 96542 (To be located in Montour Falls Substation) with 1200:5MR CTs on existing foundation with new adapter, platform, grounding, power and control cables, conduits to existing control house

II. Project Cost Estimates

The Company estimates its cost for the OE tasks in Section I, up to the execution of the LGIA, will be \$300,000.00 - Canisteo Wind Energy LLC.

III. Project Schedule

Upon receipt of payment, the Parties shall develop and agree upon the schedule of the Engineering and Procurement taking into account the Customer's anticipated schedule for submittal of information to the Company. The Company agrees to provide comments or approvals within fifteen (15) business days of receipt of such information from the Customer.