

SERVICE AGREEMENT NO. 1757

**AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
AMONG THE
NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.
AND
NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID
AND
NEW YORK STATE ELECTRIC & GAS CORPORATION
AND
NINE MILE POINT NUCLEAR STATION, LLC**

dated as of May 14, 2012

(Nine Mile Point Unit 2)

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**AMENDED AND RESTATED STANDARD LARGE GENERATOR
INTERCONNECTION AGREEMENT**

THIS AMENDED AND RESTATED STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this 14th day of May, 2012, by and among Nine Mile Point Nuclear Station, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Developer” with a Large Generating Facility), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (“NYISO”), Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid”), a corporation organized and existing under the laws of the State of New York, and New York State Electric & Gas Corporation (“NYSEG”), a corporation organized and existing under the laws of the State of New York. National Grid and NYSEG each may be referred to as a “Connecting Transmission Owner” and collectively referred to as “Connecting Transmission Owners.” Developer, the NYISO, or each of the Connecting Transmission Owners each may be referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, NYISO operates the Transmission System and the Connecting Transmission Owners own certain facilities included in the Transmission System; and

WHEREAS, Developer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Developer, NYISO, and the Connecting Transmission Owners have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the New 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 have the meanings specified in this Article 1. Terms used in this Agreement with initial capitalization that are not defined in this Article 1 shall have the meanings specified in Section 30.1 of Attachment X of the NYISO OATT or Attachment S of the NYISO OATT.

Affected System shall mean an electric system other than the transmission systems owned, controlled or operated by the Connecting Transmission Owners that may be affected by the proposed interconnection.

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Affected System Operator shall mean the entity that operates an Affected System.

Affected Transmission Owner shall mean the New York public utility or authority (or its designated agent) other than the Connecting Transmission Owners that (i) owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under the Tariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York State Transmission System where System Deliverability Upgrades or System Upgrade Facilities are installed pursuant to Attachment X and Attachment S of the Tariff.

Affiliate shall mean, with respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust or unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term “control” shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

Ancillary Services shall mean those services that are necessary to support the transmission of Capacity and Energy from resources to Loads while maintaining reliable operation of the New York State Transmission System in accordance with Good Utility Practice.

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

Applicable Reliability Councils shall mean the NERC, the NPCC and the NYSRC.

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

Attachment Facilities shall mean the Connecting Transmission Owner’s Attachment Facilities and the Developer’s Attachment Facilities. Collectively, Attachment Facilities include all facilities and equipment between the Large Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Large Generating Facility to the New York State Transmission System. Attachment Facilities are sole use facilities and shall not include Stand Alone System Upgrade Facilities, System Upgrade Facilities, System Deliverability Upgrades, or Jointly Owned Transmission Facilities.

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Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by NYISO, Connecting Transmission Owners or Developer; described in Section 30.2.3 of the Large Facility 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.

Byway shall mean all transmission facilities comprising the New York State Transmission System that are neither Highways nor Other Interfaces. All transmission facilities in Zone J and Zone K are Byways.

Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.

Capacity Region shall mean one of three subsets of the Installed Capacity statewide markets comprised of Rest of State (Zones A through I), Long Island (Zone K), and New York City (Zone J).

Capacity Resource Interconnection Service (“CRIS”) shall mean the service provided by NYISO to interconnect the Developer’s Large Generating Facility to the New York State Transmission System in accordance with the NYISO Deliverability Interconnection Standard, to enable the New York State Transmission System to deliver electric capacity from the Large Generating Facility, pursuant to the terms of the NYISO OATT.

Class Year Deliverability Study shall mean an assessment, conducted by the NYISO staff in cooperation with Market Participants, to determine the System Deliverability Upgrades required for each generation and merchant transmission project included in the Class Year Interconnection Facilities Study to interconnect to the New York State Transmission System in compliance with the NYISO Deliverability Interconnection Standard.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Reliability Impact Study.

Commercial Operation shall mean the status of a Large Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

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Commercial Operation Date of a unit shall mean the date on which the Large Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this Agreement.

Confidential Information shall mean any information that is defined as confidential by Article 22 of this Agreement.

Connecting Transmission Owner shall mean a New York public utility or authority (or its designated agent) that (i) owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under the Tariff, (ii) owns, leases or otherwise possesses an interest in the portion of the New York State Transmission System at the Point of Interconnection, and (iii) is a Party to the Standard Large Interconnection Agreement. For purposes of this Agreement, (i) National Grid and NYSEG shall both be “Connecting Transmission Owners,” and (ii) except as expressly indicated otherwise in this Agreement, the term “National Grid” shall mean National Grid acting on behalf of both National Grid and NYSEG (collectively) pursuant to the Transmission Owners Agreement referenced in Appendix C, Section 2 of this Agreement (without limiting the effect of Section 29.6 of this Agreement). The Parties acknowledge that to the extent any Party is required by this Agreement to comply with a standard, specification, protocol, or similar requirement of National Grid, no NYSEG standard, specification, protocol, or similar requirement shall be applicable.

Connecting Transmission Owner’s Attachment Facilities shall mean all facilities and equipment owned, controlled or operated by National Grid from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Connecting Transmission Owner’s Attachment Facilities are sole use facilities and shall not include Stand Alone System Upgrade Facilities, System Upgrade Facilities, or Jointly Owned Transmission Facilities.

Control Area shall mean an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to: (1) match, at all times, the power output of the Generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the Load within the electric power system(s); (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice; (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (4) provide sufficient generating capacity to maintain Operating Reserves in accordance with Good Utility Practice. A Control Area must be certified by the NPCC.

Default shall mean the failure of a Party in Breach of this Agreement to cure such Breach in accordance with Article 17 of this Agreement.

Deliverability Interconnection Standard shall mean the standard that must be met by any Large Generating Facility proposing to interconnect to the New York State Transmission

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System and become a qualified Installed Capacity Supplier. To meet the NYISO Deliverability Interconnection Standard, the Developer of the proposed Large Generating Facility must, in accordance with the rules in Attachment S to the NYISO OATT, fund or commit to fund the System Deliverability Upgrades identified for its project in the Class Year Deliverability Study.

Developer shall mean an Eligible Customer developing a Large Generating Facility, proposing to connect to the New York State Transmission System, in compliance with the NYISO Minimum Interconnection Standard.

Developer's Attachment Facilities shall mean all facilities and equipment, as identified in Appendix A of this Agreement, that are located between the Large Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Large Generating Facility to the New York State Transmission System. Developer's Attachment Facilities are sole use facilities.

Dispute Resolution shall mean the procedure described in Article 27 of this Agreement for resolution of a dispute between the Parties.

Effective Date shall mean the date on which this Agreement becomes effective upon execution by the Parties, subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency State shall mean the condition or state that the New York State Power System is in when an abnormal condition occurs that requires automatic or immediate manual action to prevent or limit loss of the New York State Transmission System or Generators that could adversely affect the reliability of the New York State Power System.

Energy Resource Interconnection Service ("ERIS") shall mean the service provided by NYISO to interconnect the Developer's Large Generating Facility to the New York State Transmission System in accordance with the NYISO Minimum Interconnection Standard, to enable the New York State Transmission System to receive Energy and Ancillary Services from the Large Generating Facility, pursuant to the terms of the NYISO OATT.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes National Grid to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

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

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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 established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Developer’s device for the production of electricity identified in the Interconnection Request, but shall not include the Developer’s Attachment Facilities.

Generating Facility Capacity shall mean the net seasonal capacity of the Generating Facility and the aggregate net seasonal capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. 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 acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over any of the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Developer, NYISO, Affected Transmission Owner, Connecting Transmission Owners, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any

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other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Highway shall mean 115 kV and higher transmission facilities that comprise the following NYCA interfaces: Dysinger East, West Central, Volney East, Moses South, Central East/Total East, UPNY-SENY and UPNY-ConEd, and their immediately connected, in series, Bulk Power System facilities in New York State. Each interface shall be evaluated to determine additional “in series” facilities, defined as any transmission facility higher than 115 kV that (a) is located in an upstream or downstream zone adjacent to the interface and (b) has a power transfer distribution factor (DFAX) equal to or greater than five percent when the aggregate of generation in zones or systems adjacent to the upstream zone or zones which define the interface is shifted to the aggregate of generation in zones or systems adjacent to the downstream zone or zones which define the interface. In determining “in series” facilities for Dysinger East and West Central interfaces, the 115 kV and 230 kV tie lines between NYCA and PJM located in LBMP Zones A and B shall not participate in the transfer. Highway transmission facilities are listed in ISO Procedures.

Initial Synchronization Date shall mean the date upon which the Large Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Developer reasonably expects it will be ready to begin use of the Connecting Transmission Owner’s Attachment Facilities to obtain back feed power.

Interconnection Facilities Study shall mean a study conducted by NYISO or a third party consultant for the Developer to determine a list of facilities (including Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades as identified in the Interconnection System Reliability Impact Study), the cost of those facilities, and the time required to interconnect the Large Generating Facility with the New York State Transmission System. The scope of the study is defined in Section 30.8 of the Standard Large Facility Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Facility Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Large Generating Facility to the New York State Transmission System, the scope of which is described in Section 30.6 of the Standard Large Facility Interconnection Procedures.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Facility Interconnection Procedures for conducting the Interconnection Feasibility Study.

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Interconnection Request shall mean a Developer's request, in the form of Appendix 1 to the Standard Large Facility Interconnection Procedures, in accordance with the Tariff, to interconnect a new Large Generating Facility to the New York State Transmission System, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing Large Generating Facility that is interconnected with the New York State Transmission System.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Reliability Impact Study, and the Interconnection Facilities Study described in the Standard Large Facility Interconnection Procedures.

Interconnection System Reliability Impact Study ("SRIS") shall mean an engineering study, conducted in accordance with Section 30.7 of the Large Facility Interconnection Procedures, that evaluates the impact of the proposed Large Generating Facility on the safety and reliability of the New York State Transmission System and, if applicable, an Affected System, to determine what Attachment Facilities and System Upgrade Facilities are needed for the proposed Large Generation Facility of the Developer to connect reliably to the New York State Transmission System in a manner that meets the NYISO Minimum Interconnection Standard.

Interconnection System Reliability Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Facility Interconnection Procedures for conducting the Interconnection System Reliability Impact Study.

IRS shall mean the Internal Revenue Service.

Joint Use Facilities shall mean facilities and equipment which are identified as Joint Use Facilities in Appendix C, Section 4, which are owned by either National Grid or the Developer and which contribute to the operational reliability of the New York State Transmission System and are, therefore, operated jointly by National Grid and the Developer.

Jointly Owned Transmission Facilities shall mean existing transmission facilities jointly owned by National Grid and NYSEG and located in the Scriba Substation at or beyond the Point of Interconnection as listed in Appendix C, Section 6 of this Agreement.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnified Party's performance or non-performance of its obligations under this Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

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Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

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

Minimum Interconnection Standard shall mean the reliability standard that must be met by any Large Generating Facility proposing to connect to the New York State Transmission System. The Standard is designed to ensure reliable access by the proposed project to the New York State Transmission System. The Standard does not impose any deliverability test or deliverability requirement on the proposed interconnection.

NERC shall mean the North American Electric Reliability Council or its successor organization.

New York State Transmission System shall mean the entire New York State electric transmission system, which includes (i) the Transmission Facilities under ISO Operational Control; (ii) the Transmission Facilities Requiring ISO Notification; and (iii) all remaining transmission facilities within the New York Control Area.

Notice of Dispute shall mean a written notice of a dispute or claim 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.

NRC shall mean the Nuclear Regulatory Commission or any successor thereto.

NRC Maintenance Rule shall mean the NRC rules and regulations governing the maintenance of the Jointly Owned Transmission Facilities (as applicable), the Attachment Facilities (as applicable), and the Generating Facility, at 10 C.F.R. § 50.65, as amended or superseded.

NRC Requirements and Commitments shall mean all the requirements, obligations, duties, and commitments required to be followed and honored by the Developer pursuant to the Atomic Energy Act of 1954, the regulations of the NRC, the Generating Facility's operating license and nuclear materials licenses, and all other laws, regulations, licenses, and commitments to which the Developer is or may become subject from time to time, as amended or superseded.

Nuclear Incident shall have the meaning defined in the Atomic Energy Act of 1954, as amended.

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

Off-site Power Supply Points shall mean the points at which off-site power is delivered by Connecting Transmission Owners to the Developer as indicated on a one-line diagram attached hereto in Appendix A.

Operating Committee shall have the meaning specified in Article 9.12 of this Agreement.

Operating Committee Members shall mean the Developer, National Grid, and NYSEG.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Developer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large Facility Interconnection Procedures for conducting the Optional Interconnection Study.

Other Interfaces shall mean interfaces into New York capacity regions, Zone J and Zone K, and external ties into the New York Control Area.

Party or Parties shall mean NYISO, Connecting Transmission Owners, or Developer or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to this Agreement, where the Developer's Attachment Facilities connect to the Connecting Transmission Owner's Attachment Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this Agreement, where the Attachment Facilities connect to the New York State Transmission System.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by NYISO.

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

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Scoping Meeting shall mean the meeting between representatives of the Developer, NYISO and Connecting Transmission Owners conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Services Tariff shall mean the NYISO Market Administration and Control Area Tariff, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff thereto.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Large Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Developer and the entity having the right to sell, lease or grant Developer the right to possess or occupy a site for such purpose.

Stand Alone System Upgrade Facilities shall mean System Upgrade Facilities that a Developer may construct without affecting day-to-day operations of the New York State Transmission System during their construction. NYISO, the Connecting Transmission Owners and the Developer must agree as to what constitutes Stand Alone System Upgrade Facilities and identify them in Appendix A to this Agreement.

Standard Large Facility Interconnection Procedures (“LFIP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in Attachment X of the NYISO OATT.

Standard Large Generator Interconnection Agreement (“LGIA”) shall mean this Agreement, the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in Attachment X of the NYISO OATT.

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

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to (1) protect the New York State Transmission System from faults or other electrical disturbances occurring at the Large Generating Facility and (2) protect the Large Generating Facility from faults or other electrical system disturbances

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occurring on the New York State Transmission System or on other delivery systems or other generating systems to which the New York State Transmission System is directly connected.

System Upgrade Facilities shall mean the least costly configuration of commercially available components of electrical equipment that can be used, consistent with Good Utility Practice and Applicable Reliability Requirements, to make the modifications to the existing transmission system that are required to maintain system reliability due to: (i) changes in the system, including such changes as load growth and changes in load pattern, to be addressed in the form of generic generation or transmission projects; and (ii) proposed interconnections. In the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Minimum Interconnection Standard.

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

Trial Operation shall mean the period during which Developer is engaged in on-site test operations and commissioning of the Large Generating 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 to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC. The NYISO and Connecting Transmission Owners shall promptly file this Agreement with FERC upon execution in accordance with Article 3.1.
- 2.2 Term of Agreement.** Subject to the provisions of Article 2.3, this Agreement shall remain in effect from the Effective Date until the Large Generating Facility permanently ceases Commercial Operations, subject to NRC Requirements and Commitments.
- 2.3 Termination.**
- 2.3.1 Written Notice.** This Agreement may be terminated by the Developer after giving the NYISO and Connecting Transmission Owners ninety (90) Calendar Days advance written notice, or by the NYISO and Connecting Transmission Owners notifying FERC after the Large Generating Facility permanently ceases Commercial Operations, subject to NRC Requirements and Commitments.
- 2.3.2 Default.** Any Party may terminate this Agreement in accordance with Article 17.
- 2.3.3 Compliance.** Notwithstanding Articles 2.3.1 and 2.3.2, no termination of this Agreement shall become effective until the Parties have complied with all

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Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this Agreement, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3.1 above, the terminating Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Attachment Facilities and equipment) or charges assessed by the other Parties, as of the date of the other Parties' receipt of such notice of termination, that are the responsibility of the terminating Party under this Agreement. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this Agreement, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of the Connecting Transmission Owner's Attachment Facilities that have not yet been constructed or installed, National Grid shall to the extent possible and with Developer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Developer elects not to authorize such cancellation, Developer shall assume all payment obligations with respect to such materials, equipment, and contracts, and National Grid shall deliver such material and equipment, and, if necessary, assign such contracts, to Developer as soon as practicable, at Developer's expense. To the extent that Developer has already paid National Grid for any or all such costs of materials or equipment not taken by Developer, National Grid shall promptly refund such amounts to Developer, less any costs, including penalties incurred by National Grid to cancel any pending orders of or return such materials, equipment, or contracts.

If Developer terminates this Agreement, it shall be responsible for all costs incurred in association with Developer's interconnection, including any cancellation costs relating to orders or contracts for Attachment Facilities and equipment, and other expenses including any System Upgrade Facilities and System Deliverability Upgrades for which National Grid has incurred expenses and has not been reimbursed by the Developer.

2.4.2 National Grid may, at its option, retain any portion of such materials, equipment, or facilities that Developer chooses not to accept delivery of, in which case National Grid shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Attachment Facilities, and any other facilities already installed or constructed pursuant to the terms of this Agreement, Developer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

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- 2.5 Disconnection.** Upon termination of this Agreement, Developer and Connecting Transmission Owners will take all appropriate steps to disconnect the Developer's Large Generating Facility from the New York State Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.
- 2.6 Survival.** This Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder; including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit Developer and the Connecting Transmission Owners each to have access to the lands of the others pursuant to this Agreement or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

- 3.1 Filing.** NYISO and Connecting Transmission Owners shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Any information related to studies for interconnection asserted by Developer to contain Confidential Information shall be treated in accordance with Article 22 of this Agreement and Attachment F to the NYISO OATT. If the Developer has executed this Agreement, or any amendment thereto, the Developer shall reasonably cooperate with NYISO and Connecting Transmission Owners with respect to such filing and to provide any information reasonably requested by NYISO and Connecting Transmission Owners needed to comply with Applicable Laws and Regulations.

ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE

- 4.1 Provision of Service.** NYISO will provide Developer with interconnection service of the following type for the term of this Agreement.
- 4.1.1 Product.** NYISO will provide Energy Resource Interconnection Service and Capacity Resource Interconnection Service to Developer at the Point of Interconnection, subject to the requirements of Appendix A, Section 4.
- 4.1.2 Developer** is responsible for ensuring that its actual Large Generating Facility output matches the scheduled delivery from the Large Generating Facility to the New York State Transmission System, consistent with the scheduling requirements of the NYISO's FERC-approved market structure, including ramping into and out of such scheduled delivery, as measured at the Point of Interconnection, consistent with the scheduling requirements of the NYISO OATT and any applicable FERC-approved market structure.

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- 4.2 No Transmission Delivery Service.** The execution of this Agreement does not constitute a request for, nor agreement to provide, any Transmission Service under the NYISO OATT, and does not convey any right to deliver electricity to any specific customer or Point of Delivery. If Developer wishes to obtain Transmission Service on the New York State Transmission System, then Developer must request such Transmission Service in accordance with the provisions of the NYISO OATT.
- 4.3 No Other Services.** The execution of this Agreement does not constitute a request for, nor agreement to provide Energy, any Ancillary Services or Installed Capacity under the NYISO Market Administration and Control Area Services Tariff (“Services Tariff”). If Developer wishes to supply Energy, Installed Capacity or Ancillary Services, then Developer will make application to do so in accordance with the NYISO Services Tariff.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to by Developer and Connecting Transmission Owners, Developer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Alternate Option set forth below for completion of the Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades as set forth in Appendix A hereto, and such dates and selected option shall be set forth in Appendix B hereto.

5.1.1 Standard Option. National Grid shall design, procure, and construct the Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades, using Reasonable Efforts to complete the Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades by the dates set forth in Appendix B hereto. National Grid shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event National Grid reasonably expects that it will not be able to complete the Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades by the specified dates, National Grid shall promptly provide written notice to the other Parties, and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Developer are acceptable to Connecting Transmission Owners, the Connecting Transmission Owners shall so notify Developer and NYISO within thirty (30) Calendar Days, and National Grid shall assume responsibility for the design, procurement and construction of the Connecting Transmission Owner’s Attachment Facilities by the designated dates.

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If National Grid subsequently fails to complete Connecting Transmission Owner's Attachment Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete System Upgrade Facilities or System Deliverability Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Developer and Connecting Transmission Owners for such Trial Operation; or fails to complete the System Upgrade Facilities and System Deliverability Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B hereto; Connecting Transmission Owners shall pay Developer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Developer shall be extended day for day for each day that NYISO refuses to grant clearances to install equipment.

- 5.1.3 Option to Build.** If the dates designated by Developer are not acceptable to Connecting Transmission Owners, the Connecting Transmission Owners shall so notify the Developer and NYISO within thirty (30) Calendar Days, and unless the Developer and Connecting Transmission Owners agree otherwise, Developer shall have the option to assume responsibility for the design, procurement and construction of Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities on the dates specified in Article 5.1.2; provided that if an Attachment Facility or Stand Alone System Upgrade Facility is needed for more than one Developer's project, Developer's option to build such Facility shall be contingent on the agreement of all other affected Developers. NYISO, Connecting Transmission Owners and Developer must agree as to what constitutes Stand Alone System Upgrade Facilities and identify such Stand Alone System Upgrade Facilities in Appendix A hereto. Except for Stand Alone System Upgrade Facilities, Developer shall have no right to construct System Upgrade Facilities under this option.
- 5.1.4 Negotiated Option.** If the Developer elects not to exercise its option under Article 5.1.3, Option to Build, Developer shall so notify Connecting Transmission Owners and NYISO within thirty (30) Calendar Days, and the Developer and Connecting Transmission Owners shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities by Developer) pursuant to which National Grid is responsible for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades. If the three Parties are unable to reach agreement on such terms and conditions, National Grid shall assume responsibility for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and System Upgrades Facilities and System Deliverability Upgrades pursuant to 5.1.1, Standard Option.

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5.2 General Conditions Applicable to Option to Build. If Developer assumes responsibility for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities,

- (1) Developer shall engineer, procure equipment, and construct the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by National Grid;
- (2) Developer's engineering, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities shall comply with all requirements of law to which National Grid would be subject in the engineering, procurement or construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities;
- (3) National Grid shall review and approve the engineering design, equipment acceptance tests, and the construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities;
- (4) Prior to commencement of construction, Developer shall provide to Connecting Transmission Owners and NYISO a schedule for construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities, and shall promptly respond to requests for information from Connecting Transmission Owners or NYISO;
- (5) At any time during construction, Connecting Transmission Owners shall have the right to gain unrestricted access to the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities and to conduct inspections of the same;
- (6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities not meet the standards and specifications provided by National Grid, the Developer shall be obligated to remedy deficiencies in that portion of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities;
- (7) Developer shall indemnify Connecting Transmission Owners and NYISO for claims arising from the Developer's construction of Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities under procedures applicable to Article 18.1 Indemnity;
- (8) Developer shall transfer control of Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities to National Grid;

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(9) Unless the Developer and Connecting Transmission Owners otherwise agree, Developer shall transfer ownership of Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities to Connecting Transmission Owners;

(10) National Grid shall approve and accept for operation and maintenance the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Developer shall deliver to NYISO and Connecting Transmission Owners "as built" drawings, information, and any other documents that are reasonably required by NYISO or Connecting Transmission Owners to assure that the Attachment Facilities and Stand Alone System Upgrade Facilities are built to the standards and specifications required by Connecting Transmission Owners.

5.3 Liquidated Damages. The actual damages to the Developer, in the event the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades are not completed by the dates designated by the Developer and accepted by the Connecting Transmission Owners pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Developer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Connecting Transmission Owners to the Developer in the event that National Grid does not complete any portion of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades by the applicable dates, shall be an amount equal to 1/2 of 1 percent per day of the actual cost of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades, in the aggregate, for which National Grid has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades for which National Grid has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Connecting Transmission Owners to the Developer as just compensation for the damages caused to the Developer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement. Liquidated damages, when the Developer and Connecting Transmission Owners agree to them, are the exclusive remedy for National Grid's failure to meet its schedule.

Further, Connecting Transmission Owners shall not pay liquidated damages to Developer if: (1) Developer is not ready to commence use of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades to

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take the delivery of power for the Developer's Large Generating Facility's Trial Operation or to export power from the Developer's Large Generating Facility on the specified dates, unless the Developer would have been able to commence use of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades to take the delivery of power for Developer's Large Generating Facility's Trial Operation or to export power from the Developer's Large Generating Facility, but for National Grid's delay; (2) National Grid's failure to meet the specified dates is the result of the action or inaction of the Developer or any other Developer who has entered into a Standard Large Generator Interconnection Agreement with the Connecting Transmission Owners and NYISO, or action or inaction by any other Party, or any other cause beyond Connecting Transmission Owners' reasonable control or reasonable ability to cure; (3) the Developer has assumed responsibility for the design, procurement and construction of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities; or (4) the Connecting Transmission Owners and Developer have otherwise agreed.

In no event shall NYISO have any liability whatever to Developer for liquidated damages associated with the engineering, procurement or construction of Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades.

5.4 Power System Stabilizers. The Developer shall procure, install, maintain and operate Power System Stabilizers in accordance with the requirements identified in the Interconnection Studies conducted for Developer's Large Generating Facility. NYISO and the Connecting Transmission Owners reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Developer shall immediately notify National Grid and NYISO. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement. If responsibility for construction of the Connecting Transmission Owner's Attachment Facilities, the Developer's Attachment Facilities, System Upgrade Facilities or System Deliverability Upgrades is to be borne by National Grid, then National Grid shall commence design of the Connecting Transmission Owner's Attachment Facilities, the Developer's Attachment Facilities, System Upgrade Facilities or System Deliverability Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Developer and National Grid otherwise agree in writing:

5.5.1 NYISO and Connecting Transmission Owners have completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

5.5.2 The NYISO has completed the required cost allocation analyses, and Developer has accepted his share of the costs for necessary System Upgrade Facilities and System

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Deliverability Upgrades in accordance with the provisions of Attachment S of the NYISO OATT;

5.5.3 National Grid has received written authorization to proceed with design and procurement from the Developer by the date specified in Appendix B hereto; and

5.5.4 The Developer has provided security to National Grid in accordance with Article 11.5 by the dates specified in Appendix B hereto.

5.6 Construction Commencement. National Grid shall commence construction of the Connecting Transmission Owner's Attachment Facilities, the Developer's Attachment Facilities, System Upgrade Facilities and System Deliverability Upgrades for which it is responsible as soon as practicable after the following 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 extent required for the construction of a discrete aspect of the Connecting Transmission Owner's Attachment Facilities, the Developer's Attachment Facilities, System Upgrade Facilities and System Deliverability Upgrades;

5.6.3 National Grid has received written authorization to proceed with construction from the Developer by the date specified in Appendix B hereto; and

5.6.4 The Developer has provided security to National Grid in accordance with Article 11.5 by the dates specified in Appendix B hereto.

5.7 Work Progress. The Developer and National Grid will keep each other, and NYISO, advised periodically as to the progress of their respective design, procurement and construction efforts. Any Party may, at any time, request a progress report from the Developer or National Grid. If, at any time, the Developer determines that the completion of the Connecting Transmission Owner's Attachment Facilities will not be required until after the specified In-Service Date, the Developer will provide written notice to National Grid and NYISO of such later date upon which the completion of the Connecting Transmission Owner's Attachment Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Developer and National Grid shall exchange information, and provide NYISO the same information, regarding the design and compatibility of the Developer's Attachment Facilities and Connecting Transmission Owner's Attachment Facilities and compatibility of the Attachment Facilities with the New York State Transmission System, and shall work diligently and in good faith to make any necessary design changes.

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5.9 Limited Operation. If any of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Developer's Large Generating Facility, NYISO shall, upon the request and at the expense of Developer, in conjunction with the Connecting Transmission Owners, perform operating studies on a timely basis to determine the extent to which the Developer's Large Generating Facility and the Developer's Attachment Facilities may operate prior to the completion of the Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this Agreement. Connecting Transmission Owners and NYISO shall permit Developer to operate the Developer's Large Generating Facility and the Developer's Attachment Facilities in accordance with the results of such studies.

5.10 Developer's Attachment Facilities ("DAF"). Developer shall, at its expense, design, procure, construct, own and install the DAF, as set forth in Appendix A hereto.

5.10.1 DAF Specifications. Developer shall submit initial specifications for the DAF, including System Protection Facilities, to National Grid and NYISO at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. National Grid and NYISO shall review such specifications to ensure that the DAF are compatible with the technical specifications, operational control, and safety requirements of National Grid and NYISO and comment on such specifications within thirty (30) Calendar Days of Developer's submission. All specifications provided hereunder shall be deemed to be Confidential Information.

5.10.2 No Warranty. The review of Developer's final specifications by National Grid and NYISO shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the DAF. Developer shall make such changes to the DAF as may reasonably be required by National Grid or NYISO, in accordance with Good Utility Practice, to ensure that the DAF are compatible with the technical specifications, operational control, and safety requirements of National Grid and NYISO.

5.10.3 DAF 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, unless the Developer and National Grid agree on another mutually acceptable deadline, the Developer shall deliver to National Grid and NYISO "as-built" drawings, information and documents for the DAF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the DAF, plan and elevation drawings showing the layout of the DAF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay

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settings for all facilities associated with the Developer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the DAF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Developer shall provide to, and coordinate with, National Grid and NYISO with respect to proposed specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Connecting Transmission Owner's Attachment Facilities and Developer's Attachment Facilities Construction. The Connecting Transmission Owner's Attachment Facilities and the Developer's Attachment Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless National Grid and Developer agree on another mutually acceptable deadline, National Grid shall deliver to the Developer the following "as-built" drawings, information and documents for the Connecting Transmission Owner's Attachment Facilities and the Developer's Attachment Facilities: those "as-built" drawings, information and documents reasonably required by the Developer and related to the Connecting Transmission Owner's Attachment Facilities and the Developer's Attachment Facilities constructed by National Grid.

National Grid shall transfer operational control of the Connecting Transmission Owner's Attachment Facilities and Stand Alone System Upgrade Facilities 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 required or necessary regulatory approvals, any one of the Connecting Transmission Owners or the Developer ("Granting Party") shall furnish to any of the other two Parties ("Access Party") at no cost any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress at the Point of Interconnection to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the New York State Transmission System; (ii) operate and maintain the Large Generating Facility, the Attachment Facilities and the New York State Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. The Access Party shall indemnify the Granting Party against all claims of injury or damage from third parties resulting from the exercise of the access rights provided for herein.

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- 5.13 Lands of Other Property Owners.** If any part of the Connecting Transmission Owner's Attachment Facilities and/or System Upgrade Facilities and/or System Deliverability Upgrades is to be installed on property owned by persons other than Developer or Connecting Transmission Owners, National Grid shall at Developer's expense use efforts, similar in nature and extent to those that it typically undertakes for its own or affiliated generation, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any 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 Attachment Facilities and/or System Upgrade Facilities and/or System Deliverability Upgrades upon such property.
- 5.14 Permits.** NYISO, Connecting Transmission Owners and the Developer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Connecting Transmission Owners shall provide permitting assistance to the Developer comparable to that provided to the Connecting Transmission Owners' own, or an Affiliate's generation, if any.
- 5.15 Early Construction of Base Case Facilities.** Developer may request National Grid to construct, and National Grid shall construct, subject to a binding cost allocation agreement reached in accordance with Attachment S to the NYISO OATT, including Section 25.8.7 thereof, using Reasonable Efforts to accommodate Developer's In-Service Date, all or any portion of any System Upgrade Facilities or System Deliverability Upgrades required for Developer to be interconnected to the New York State Transmission System which are included in the Base Case of the Facilities Study for the Developer, and which also are required to be constructed for another Developer, but where such construction is not scheduled to be completed in time to achieve Developer's In-Service Date.
- 5.16 Suspension.** Developer reserves the right, upon written notice to National Grid and NYISO, to suspend at any time all work by National Grid associated with the construction and installation of Connecting Transmission Owner's Attachment Facilities and/or System Upgrade Facilities and/or System Deliverability Upgrades required for only that Developer under this Agreement with the condition that the New York State Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the safety and reliability criteria of National Grid and NYISO. In such event, Developer shall be responsible for all reasonable and necessary costs and/or obligations in accordance with Attachment S to the NYISO OATT including those which National Grid (i) has incurred pursuant to this Agreement prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New York State Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which National Grid cannot reasonably avoid; provided,

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however, that prior to canceling or suspending any such material, equipment or labor contract, National Grid shall obtain Developer's authorization to do so.

National Grid shall invoice Developer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Developer suspends work by National Grid required under this Agreement pursuant to this Article 5.16, and has not requested National Grid to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, the Expansion Project, as defined in Appendix C of this Agreement, shall be deemed terminated, and this Agreement shall be amended to reflect that termination. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to National Grid and NYISO, if no effective date is specified.

5.17 Taxes.

5.17.1 Developer Payments Not Taxable. The Developer and Connecting Transmission Owners intend that all payments or property transfers made by Developer to Connecting Transmission Owners for the installation of the Connecting Transmission Owner's Attachment Facilities and the System Upgrade Facilities and the System Deliverability Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise 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, Developer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the New York State Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Connecting Transmission Owners for the Connecting Transmission Owner's Attachment Facilities will be capitalized by Developer as an intangible asset 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-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis 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 not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At the request of either Connecting Transmission Owner, Developer shall provide the requesting Connecting Transmission Owner with a report from an independent

engineer confirming its representation in clause (iii), above. Connecting Transmission Owners represent and covenant that the cost of the Connecting Transmission Owner's Attachment Facilities paid for by Developer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Connecting Transmission Owners. Notwithstanding Article 5.17.1, Developer shall protect, indemnify and hold harmless Connecting Transmission Owners from the cost consequences of any current tax liability imposed against Connecting Transmission Owners as the result of payments or property transfers made by Developer to Connecting Transmission Owners under this Agreement, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Connecting Transmission Owners.

Connecting Transmission Owners shall not include a gross-up for the cost consequences of any current tax liability in the amounts charged to Developer under this Agreement unless (i) a Connecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Developer to a Connecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs a Connecting Transmission Owner to report payments or property as income subject to taxation; provided, however, that a Connecting Transmission Owner may require Developer to provide security, in a form reasonably acceptable to the Connecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Developer shall reimburse the Connecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from the Connecting Transmission Owner 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 the ten-year testing period and the applicable statute of limitation, as it may be extended by a Connecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Developer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Developer and an affected Connecting Transmission Owner, this means that Developer will pay the affected Connecting Transmission Owner, in addition to the amount paid for the Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades, an amount equal to (1) the current taxes imposed on the affected

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Connecting Transmission Owner (“Current Taxes”) on the excess of (a) the gross income realized by the affected Connecting Transmission Owner as a result of payments or property transfers made by Developer to the affected Connecting Transmission Owner under this Agreement (without regard to any payments under this Article 5.17) (the “Gross Income Amount”) over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an additional amount sufficient to permit the affected 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 the affected Connecting Transmission Owner’s composite federal and state tax rates at the time the payments or property transfers are received and the affected Connecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting the affected Connecting Transmission Owner’s anticipated tax depreciation deductions as a result of such payments or property transfers by the affected Connecting Transmission Owner’s current weighted average cost of capital. Thus, the formula for calculating Developer’s liability to the affected Connecting Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$.

Developer’s estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Developer’s request and expense, Connecting Transmission Owners shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Developer to Connecting Transmission Owners under this Agreement are subject to federal income taxation. Developer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Developer’s knowledge. Connecting Transmission Owners and Developer shall cooperate in good faith with respect to the submission of such request.

Connecting Transmission Owners shall keep Developer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Developer to participate in all discussions with the IRS regarding such request for a private letter ruling. Connecting Transmission Owners shall allow Developer to attend all meetings with IRS officials about the request and shall

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permit Developer to prepare the 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 Owner's Attachment Facilities are placed in service, (i) Developer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this Agreement terminates and Connecting Transmission Owners retain ownership of the Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades, the Developer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Connecting Transmission Owners, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that either of the Connecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, the affected Connecting Transmission Owner shall notify Developer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Developer and at Developer's sole expense, the affected Connecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Developer's written request and sole expense, the affected Connecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Each Connecting Transmission Owner 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 or settlement of the claim, but the affected Connecting Transmission Owner shall keep Developer informed, shall consider in good faith suggestions from Developer about the conduct of the contest, and shall reasonably permit Developer or an Developer representative to attend contest proceedings.

Developer shall pay to the affected Connecting Transmission Owner on a periodic basis, as invoiced by the affected Connecting Transmission Owner, the affected Connecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, the affected Connecting Transmission Owner may agree to a settlement either with Developer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by the affected Connecting Transmission Owner, but reasonably acceptable to Developer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Developer's obligation shall be based on the amount of the settlement agreed to by Developer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to

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cover any related cost consequences of the current tax liability. Any settlement without Developer's consent or such written advice will relieve Developer from any obligation to indemnify the affected Connecting Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to either Connecting Transmission Owner which holds that any amount paid or the value of any property transferred by Developer to the Connecting Transmission Owner under the terms of this Agreement is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to either Connecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Developer to the Connecting Transmission Owner under the terms of this Agreement is not taxable to the Connecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Developer to the Connecting Transmission Owner are not subject to federal income tax, or (d) if the Connecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Developer to the Connecting Transmission Owner pursuant to this Agreement, the Connecting Transmission Owner shall promptly refund to Developer the following:

(i) Any payment made by Developer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

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

(iii) With respect to any such taxes paid by the Connecting Transmission Owner, any refund or credit the Connecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Connecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by the Connecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that the Connecting Transmission Owner will remit such amount promptly to Developer only after and to the extent that the Connecting Transmission Owner has received a tax refund, credit or offset from any

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Governmental Authority for any applicable overpayment of income tax related to the Connecting Transmission Owner's Attachment Facilities.

The intent of this provision is to leave both the Developer and Connecting Transmission Owners, to the extent practicable, in the event that no taxes are due with respect to any payment for Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Developer, and at Developer's sole expense, Connecting Transmission Owners shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against either Connecting Transmission Owner for which Developer may be required to reimburse Connecting Transmission Owners under the terms of this Agreement. Developer shall pay to Connecting Transmission Owners on a periodic basis, as invoiced by Connecting Transmission Owners, Connecting Transmission Owners' documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Developer and Connecting Transmission Owners 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 Developer to Connecting Transmission Owners for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Developer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Connecting Transmission Owners.

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 the status of NYISO, or the status of any Connecting Transmission Owner with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds. Notwithstanding any other provisions 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 loss of 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 the obligations of the Long Island Power Authority, NYPA and Consolidated Edison Company of New York, Inc., the interest on which is not included in gross income under the Internal Revenue Code.

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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 general ratemaking authority.

5.19 Modification.

5.19.1 General. Either the Developer or the Connecting Transmission Owners may undertake modifications to their respective facilities covered by this Agreement. If either the Developer or the Connecting Transmission Owners plans to undertake a modification that reasonably may be expected to affect one of the other Parties' facilities, that Party shall provide to the other Parties, and to NYISO, sufficient information regarding such modification so that the other Parties and NYISO may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be Confidential Information hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties and NYISO at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. The Connecting Transmission Owners and the Developer shall, through the Operating Committee, use Reasonable Efforts to mutually agree on the scheduling of a modification to minimize any adverse impact on the Large Generating Facility, the Attachment Facilities or the New York State Transmission System.

In the case of Large Generating Facility modifications that do not require Developer to submit an Interconnection Request, the NYISO shall provide, within sixty (60) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New York State Transmission System, Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades necessitated by such Developer modification and a good faith estimate of the costs thereof. The Developer shall be responsible for the cost of any such additional modifications, including the cost of studying the impact of the Developer modification.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this Agreement, NYISO requirements, Good Utility Practice and NRC Requirements and Commitments.

5.19.3 Modification Costs. Developer shall not be assigned the costs of any additions, modifications, or replacements that the Connecting Transmission Owners make to the Connecting Transmission Owner's Attachment Facilities or the New York

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State Transmission System to facilitate the interconnection of a third party to the Connecting Transmission Owner's Attachment Facilities or the New York State Transmission System, or to provide Transmission Service to a third party under the NYISO OATT, except in accordance with the cost allocation procedures in Attachment S of the NYISO OATT. Developer shall be responsible for the costs of any additions, modifications, or replacements to the Developer Attachment Facilities that may be necessary to maintain or upgrade such Developer Attachment Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, National Grid shall test the Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades and Developer shall test the Large Generating Facility and the Developer Attachment Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Developer and National Grid shall each make any modifications to its facilities that are found to be necessary as a result of such testing. Developer shall bear the cost of all such testing and modifications. Developer shall generate test energy at the Large Generating Facility only if it has arranged for the injection of such test energy in accordance with NYISO procedures.
- 6.2 Post-Commercial Operation Date Testing and Modifications.** Developer and National Grid shall each at its own expense perform routine inspection and testing of the respective facilities and equipment of the Developer and the Connecting Transmission Owners in accordance with Good Utility Practice and Applicable Reliability Standards as may be necessary to ensure the continued interconnection of the Large Generating Facility with the New York State Transmission System in a safe and reliable manner. Developer and National Grid shall each have the right, upon advance written notice, to require reasonable additional testing of the other Parties' facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** Developer and National Grid shall each notify the other Party, and the NYISO, in advance of its performance of tests of its Attachment Facilities. The other Party, and the NYISO, shall each have the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Developer and National Grid shall each have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Attachment Facilities, the System Protection Facilities and other protective equipment. NYISO shall have these same rights of inspection as to the facilities and

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equipment of Developer and National Grid. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Attachment Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be treated in accordance with Article 22 of this Agreement and Attachment F to the NYISO OATT.

ARTICLE 7. METERING

- 7.1 General.** Developer and National Grid shall each comply with applicable requirements of NYISO and the New York Public Service Commission when exercising its rights and fulfilling its responsibilities under this Article 7. National Grid shall own and maintain Metering Equipment necessary for the interconnection of the Large Generating Facility to the New York State Transmission System in accordance with this Article 7. Unless otherwise agreed by National Grid and NYISO approved meter service provider and Developer, National Grid shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Net power flows including MW and MVAR, MWHR and loss profile data to and from the Large Generating Facility shall be measured at the Point of Interconnection. National Grid shall provide metering quantities, in analog and/or digital form, as required, to Developer or NYISO upon request. Where the Point of Interconnection for the Large Generating Facility is other than the generator terminal, the Developer shall also provide gross MW and MVAR quantities at the generator terminal. Developer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2 Check Meters.** Developer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check National Grid's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this Agreement, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by National Grid or its designee. The installation, operation and maintenance thereof shall be performed entirely by Developer in accordance with Good Utility Practice.
- 7.3 Standards.** National Grid shall install, calibrate, and test revenue quality Metering Equipment including potential transformers and current transformers in accordance with applicable ANSI and PSC standards as detailed in the NYISO Control Center Communications Manual and in the NYISO Revenue Metering Requirements Manual.
- 7.4 Testing of Metering Equipment.** National Grid shall inspect and test all of its Metering Equipment upon installation and at least once every two (2) years thereafter. If requested

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to do so by NYISO or Developer, National Grid shall, at Developer's expense, inspect or test Metering Equipment more frequently than every two (2) years. National Grid shall give reasonable notice of the time when any inspection or test shall take place, and Developer and NYISO may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Developer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to National Grid's failure to maintain, then National Grid shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, National Grid shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Developer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment. The NYISO shall reserve the right to review all associated metering equipment installation on the Developer's or Connecting Transmission Owners' property at any time.

- 7.5 Metering Data.** At Developer's expense, the metered data shall be telemetered to one or more locations designated by National Grid, Developer and NYISO. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

- 8.1 Developer Obligations.** In accordance with applicable NYISO requirements, Developer shall maintain satisfactory operating communications with National Grid and NYISO. Developer shall provide standard voice line, dedicated voice line and facsimile communications at its Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Developer shall also provide the dedicated data circuit(s) necessary to provide Developer data to National Grid and NYISO as set forth in Appendix D hereto. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by National Grid and NYISO. Any required maintenance of such communications equipment shall be performed by Developer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.
- 8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Developer, or by National Grid at Developer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by National Grid and NYISO through use of a dedicated

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point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by National Grid and NYISO. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by National Grid and NYISO.

Each Party will promptly advise the appropriate other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Parties. The Party owning such equipment shall correct such 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 property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Party providing such equipment and the Party receiving such equipment.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with Applicable Laws and Regulations and Applicable Reliability Standards including, without limitation, NRC Requirements and Commitments. Each Party shall provide to the other Parties all information that may reasonably be required by the other Parties to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 NYISO and Connecting Transmission Owners Obligations.** Connecting Transmission Owners and NYISO shall cause the New York State Transmission System 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, the NYISO Tariffs, and, to the extent applicable, NRC Requirements and Commitments. National Grid and NYISO may provide operating instructions to Developer consistent with this Agreement, NYISO procedures and National Grid's operating protocols and procedures as they may change from time to time. National Grid and NYISO will consider changes to their respective operating protocols and procedures proposed by Developer.
- 9.3 Developer Obligations.** Developer shall at its own expense operate, maintain and control the Large Generating Facility and the Developer Attachment Facilities in a safe and reliable manner and in accordance with this Agreement. Developer shall operate the Large Generating Facility and the Developer Attachment Facilities in accordance with NYISO and National Grid requirements, as such requirements are set forth or referenced in Appendix C hereto and the NRC Requirements and Commitments. Appendix C will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that the appropriate other Party or Parties provide copies of the requirements set forth or referenced in Appendix C hereto.

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9.4 Start-Up and Synchronization. Consistent with the mutually acceptable procedures of the Developer and National Grid, the Developer is responsible for the proper synchronization of the Large Generating Facility to the New York State Transmission System in accordance with NYISO and National Grid procedures and requirements.

9.5 Real and Reactive Power Control.

9.5.1 Power Factor Design Criteria. Developer shall design the Large Generating Facility to maintain an effective power delivery at demonstrated maximum net capability at the Point of Interconnection at a power factor within the range established by National Grid on a comparable basis, until NYISO has established different requirements that apply to all generators in the New York Control Area on a comparable basis.

The Developer shall design and maintain the plant auxiliary systems to operate safely throughout the entire real and reactive power design range.

National Grid shall not unreasonably restrict or condition the reactive power production or absorption of the Large Generating Facility in accordance with Good Utility Practice.

9.5.2 Voltage Schedules. Once the Developer has synchronized the Large Generating Facility with the New York State Transmission System, NYISO shall require Developer to operate the Large Generating Facility to produce or absorb reactive power within the design capability of the Large Generating Facility set forth in Article 9.5.1 (Power Factor Design Criteria). NYISO's voltage schedules shall treat all sources of reactive power in the New York Control Area in an equitable and not unduly discriminatory manner. NYISO shall exercise Reasonable Efforts to provide Developer with such schedules in accordance with NYISO procedures, and may make changes to such schedules as necessary to maintain the reliability of the New York State Transmission System. Developer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design capability of the Large Generating Facility set forth in Article 9.5.1 (Power Factor Design Criteria) as directed by National Grid's System Operator or the NYISO. If Developer is unable to maintain the specified voltage or power factor, it shall promptly notify NYISO.

9.5.3 Payment for Reactive Power. NYISO shall pay Developer for reactive power or voltage support service that Developer provides from the Large Generating Facility in accordance with the provisions of Rate Schedule 2 of the NYISO Services Tariff.

9.5.4 Governors and Regulators. Whenever the Large Generating Facility is operated in parallel with the New York State Transmission System, the turbine speed governors and automatic voltage regulators shall be in automatic operation at all times. If the Large Generating Facility's speed governors or automatic voltage regulators are not capable of such automatic operation, the Developer shall immediately notify NYISO, or its designated representative, and ensure that such Large Generating Facility's real and reactive power are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits and NYISO system operating (thermal, voltage and transient stability) limits. Developer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the New York State Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the New York Control Area on a comparable basis.

9.6 Outages and Interruptions.

9.6.1 Outages.

9.6.1.1 Outage Authority and Coordination. Developer and Connecting Transmission Owners may each, in accordance with NYISO procedures and Good Utility Practice and in coordination with the other Parties, remove from service any of their respective Attachment Facilities or System Upgrade Facilities and System Deliverability Upgrades that may impact the other Parties' facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency State, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to both the Developer and National Grid. In all circumstances any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.6.1.2 Outage Schedules. The Connecting Transmission Owners shall each post scheduled outages of their transmission facilities on the NYISO OASIS. Developer shall submit its planned maintenance schedules for the Large Generating Facility to National Grid and NYISO for a minimum of a rolling thirty-six month period after such schedule is established in accordance with NRC Requirements and Commitments. Developer shall update its planned maintenance schedules as necessary. NYISO may direct, or National Grid may request, Developer to reschedule its maintenance as necessary to maintain the reliability of the New York State Transmission System. Compensation

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to Developer for any additional direct costs that the Developer incurs as a result of rescheduling maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost the Developer would have incurred absent the request to reschedule maintenance, shall be in accordance with the NYISO OATT. Developer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, the Developer had modified its schedule of maintenance activities other than at the direction of the NYISO or request of National Grid.

9.6.1.3 Outage Restoration. If an outage on the Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades of the Connecting Transmission Owners or Developer adversely affects the other Parties' operations or facilities, the Party that owns the facility that is out of service (or in the case of the Connecting Transmission Owners, National Grid) shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns the facility that is out of service (or in the case of the Connecting Transmission Owners, National Grid) shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency State, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.6.2 Interruption of Service. If required by Good Utility Practice or Applicable Reliability Standards to do so, the NYISO or National Grid may require Developer to interrupt or reduce production of electricity if such production of electricity could adversely affect the ability of NYISO and National Grid to perform such activities as are necessary to safely and reliably operate and maintain the New York State Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.6.2:

9.6.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

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

9.6.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, NYISO or National Grid shall notify Developer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected

duration. Telephone notification shall be followed by written notification as soon as practicable;

9.6.2.4 Except during the existence of an Emergency State, when the interruption or reduction can be scheduled without advance notice, NYISO or National Grid shall notify Developer in advance regarding the timing of such scheduling and further notify Developer of the expected duration. NYISO or National Grid shall coordinate with each other and the Developer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to the Developer, National Grid and the New York State Transmission System;

9.6.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Attachment Facilities, and the New York State Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.6.3 Under-Frequency and Over Frequency Conditions. The New York State Transmission System is designed to automatically activate a load-shed program as required by the NPCC in the event of an under-frequency system disturbance. Developer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the NPCC to ensure “ride through” capability of the New York State Transmission System. Large Generating Facility response to frequency deviations of predetermined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with the NYISO and National Grid in accordance with Good Utility Practice. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the New York State Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and with NPCC Directory #12.

9.6.4 System Protection and Other Control Requirements.

9.6.4.1 System Protection Facilities. Developer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or Developer Attachment Facilities. National Grid shall install at Developer’s expense any System Protection Facilities that may be required on the Connecting Transmission Owner’s Attachment Facilities or the New York State Transmission System as a result of the interconnection of the Large Generating Facility and Developer Attachment Facilities.

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- 9.6.4.2** The protection facilities of both the Developer and Connecting Transmission Owners shall be designed and coordinated with other systems in accordance with Good Utility Practice and Applicable Reliability Standards.
- 9.6.4.3** The Developer and Connecting Transmission Owners shall each be responsible for protection of their respective facilities consistent with Good Utility Practice and Applicable Reliability Standards.
- 9.6.4.4** The protective relay design of the Developer and Connecting Transmission Owners shall each incorporate the necessary test switches to perform the tests required in Article 6 of this Agreement. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of the Developer's Large Generating Facility.
- 9.6.4.5** The Developer and National Grid will each test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and NPCC criteria.
- 9.6.4.6** Prior to the In-Service Date, and again prior to the Commercial Operation Date, the Developer and National Grid shall each perform, or their agents shall perform, a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, the Developer and National Grid shall each perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. 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, Developer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the New York State Transmission System not otherwise isolated by Connecting Transmission Owners' equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New York State Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the New York State Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Developer and Connecting Transmission Owners. Developer shall be responsible for protection of the Large Generating Facility and

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Developer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Developer shall be solely responsible to disconnect the Large Generating Facility and Developer's other equipment if conditions on the New York State Transmission System could adversely affect the Large Generating Facility.

- 9.6.6 Power Quality.** Neither the facilities of Developer nor the facilities of Connecting Transmission Owners shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.
- 9.7 Switching and Tagging Rules.** The Developer and National Grid shall each provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a nondiscriminatory basis. The Parties 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 to among the Parties, the Attachment Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the New York State Transmission System and shall be used for no other purpose.
- 9.8.2 Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Connecting Transmission Owner's Attachment Facilities, or any part thereof, Developer will be entitled to compensation for the capital expenses it incurred in connection with the Attachment Facilities based upon the pro rata use of the Attachment Facilities by Connecting Transmission Owners, all third party users, and Developer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Attachment Facilities, will be allocated between Developer and any third party users based upon the pro rata use of the Attachment Facilities by Connecting Transmission Owners, all third party users, and Developer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the

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issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.9 Disturbance Analysis Data Exchange. The Parties will cooperate with one another and the NYISO in the analysis of disturbances to either the Large Generating Facility or the New York State Transmission System by gathering and providing access to any information relating to any disturbance, including information from disturbance recording equipment, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

9.10 NRC Requirements and Commitments for Voltage Limits

9.10.1 The Developer shall notify National Grid of the Developer's required voltage limits at the Off-site Power Supply Points which are required to supply auxiliary power and to ensure that emergency equipment fed from the auxiliary bus has suitable voltage to function in accordance with applicable NRC Requirements and Commitments. Promptly upon receipt of such notification from the Developer, National Grid shall communicate the Developer's required voltage limits at the Scriba Substation to the NYISO as applicable.

9.10.2 National Grid will control, or communicate and coordinate with the NYISO or the NPCC, as applicable, in order to control the voltage levels at the Off-site Power Supply Points within the Developer's required limits.

9.10.3 National Grid and the Developer shall abide by the following notification protocol with respect to the Developer's required voltage levels at any and all substations that are the source of off-site power to the Off-site Power Supply Points: Whenever the voltage at such substations goes outside of or approaches the Developer's high and low voltage limits, the Party making the determination that such condition exists shall notify the other Party, and National Grid will immediately notify the NYISO as applicable.

9.10.4 Annually, the Developer shall contact National Grid to determine from National Grid if any changes have been made to the New York State Transmission System that may or could affect minimum and maximum voltages at the Off-site Power Supply Points. If necessary, National Grid will provide the Developer with new voltage values of the off-site power sources for applicable single contingency conditions.

9.11 Energy Management System Voltage Monitoring. National Grid agrees to monitor its energy management system ("EMS) for a contingency alarm simulating a loss of coolant accident at the Large Generating Facility coincident with a trip of the Large Generating Facility's generator; and National Grid will notify Developer's plant operator upon

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receipt of the alarm and will inform the plant operator of post contingency voltage (the “EMS Service”).

9.11.1 For the EMS Service referenced above, Developer shall reimburse National Grid \$8,313.83 per year escalated annually at 3%. Reimbursement shall be paid by Developer within 30 days after receipt of a National Grid invoice.

9.11.2 National Grid will not provide any hardware, software or software support required by Developer to translate, edit, interpret or otherwise process or utilize the EMS Service.

9.11.3 National Grid will not be required to modify or otherwise alter the software program in its EMS in any manner except to the extent required to provide Developer the EMS Service.

9.11.4 If disputes arise regarding National Grid’s interpretation of whether a contingency alarm is received, National Grid’s data will be utilized for determination of whether Developer will be notified pursuant to this Section 9.11.

9.11.5 Planned and unplanned outages of National Grid’s EMS, EMS RTU, state estimator, and outages of telephone company communication facilities will result in periodic loss of the EMS Service specified above. National Grid will provide Developer advance notice of scheduled outages, and with notice as soon as practical of unscheduled outages. Developer acknowledges that such outages will occur.

9.11.6 National Grid will make Reasonable Efforts to maintain its EMS equipment within the accuracy specifications of that equipment. National Grid will investigate and rectify legitimate issues related to data accuracy for its EMS equipment. National Grid reserves the right to charge on an actual cost basis for investigating data accuracy problems.

9.11.7 Repair of the EMS hardware and other related equipment and/or software, which results in the loss of the Service, will be completed during normal business hours. Reasonable effort will be made to repair equipment and software in a timely fashion as circumstances permit.

9.11.8 Notwithstanding anything in this Agreement to the contrary, neither the NYISO nor NYSEG shall be liable to Developer, National Grid, or any third party in any manner if National Grid or Developer breaches its obligations under this Section 9.11, whether or not such breach constitutes intentional misconduct or gross negligence. The provisions of this Section 9.11.8 shall survive termination, cancellation, suspension, completion or expiration of this Agreement.

9.12 Operating Committee

9.12.1 Developer, National Grid, and NYSEG (collectively, “Operating Committee Members”) shall each appoint one representative and one alternate to an Operating Committee (“the Committee”). Each Operating Committee Member shall notify the other Operating Committee Members of its appointment in writing. Such appointments may be changed at any time by similar notice. The Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Committee shall hold a meeting within ten (10) calendar days of the request of any Operating Committee Member, at a time and place agreed upon by the representative. Each representative and alternate shall be a responsible person working in the day-to-day operations of their respective electrical facilities. The Committee shall represent the Operating Committee Members in all matters arising under this Agreement which may be delegated to it by mutual agreement of the Operating Committee Members. The duties of the Committee shall include, but are not limited to, the following:

- a. Establish and maintain testing, control and operation procedures, including those pertaining to communication and information transfers between the Developer and the Connecting Transmission Owners.
- b. Establish data requirements in accordance with the terms and conditions of this Agreement.
- c. Review data acquisition equipment, protective equipment, and any other equipment or software requirements, standards, and procedures.
- d. Review forecast maintenance and availability schedules of Connecting Transmission Owners’ and Developer’s facilities.
- e. Ensure that appropriate information is being provided by each Operating Committee Member regarding equipment availability.
- f. Ensure that appropriate coordination occurs regarding the operation of Joint Use Facilities.
- g. Perform such other duties as specifically assigned under this Agreement or as may be conferred upon it by mutual agreement of the Operating Committee Members.

9.12.2 Each Operating Committee Member shall cooperate in providing to the Committee all information required for the performance of the Committee’s duties. All decisions and agreements, if any, made by the Committee shall be

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evidenced in writing. The Committee shall have no power to amend or waive the provisions of this Agreement.

9.12.3 Nothing in this Section shall be construed to require the amendment or modification of, or limitation in, the applicability of standards, practices and/or procedures of the Developer or the Connecting Transmission Owners.

9.13 Operation of Joint Use Facilities. Developer and National Grid shall, to ensure the operational reliability of the New York State Transmission System, jointly operate the Joint Use Facilities listed in Section 4 of Appendix C of this Agreement in a safe and reliable manner in accordance with this Agreement, with NYISO tariffs and procedures, and with National Grid requirements as such requirements are set forth in Section 3 of Appendix C of this Agreement.

ARTICLE 10. MAINTENANCE

10.1 Connecting Transmission Owners Obligations. Connecting Transmission Owners shall maintain their transmission facilities and Attachment Facilities in a safe and reliable manner and in accordance with this Agreement.

10.2 Developer Obligations. Developer shall maintain its Large Generating Facility and Attachment Facilities in a safe and reliable manner and in accordance with this Agreement.

10.3 Coordination. The Developer and National Grid shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Attachment Facilities. The Developer and National Grid shall keep NYISO fully informed of the preventive and corrective maintenance that is planned, and shall schedule all such maintenance in accordance with NYISO procedures.

10.4 Secondary Systems. The Developer and National Grid shall each cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 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 Developer or Connecting Transmission Owners' facilities and equipment which may reasonably be expected to impact the other Parties. The Developer and National Grid shall each provide advance notice to the other Party, and to the NYISO, before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, 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 for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third

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party and such third party pays for such expenses, Developer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Developer Attachment Facilities; and (2) operation, maintenance, repair and replacement of Connecting Transmission Owner's Attachment Facilities. In addition, Developer shall also be responsible for the incremental costs that are incurred by the Connecting Transmission Owners pursuant to Section 10.6 of this Agreement. The Connecting Transmission Owners shall be entitled to the recovery of incremental operating and maintenance expenses that they incur associated with System Upgrade Facilities and System Deliverability Upgrades if and to the extent provided for under Attachment S to the NYISO OATT.

10.6 NRC Maintenance Rule

10.6.1 Developer's Obligations and Authority

10.6.1.1 In furtherance of Developer's obligation to comply with the NRC Maintenance Rule, the Connecting Transmission Owners agree that Developer has the authority, control and obligation to: (1) review and modify as appropriate the Connecting Transmission Owners' identification of all facilities, components and functions covered under the NRC Maintenance Rule, regardless of ownership, and require the Connecting Transmission Owners to modify as appropriate the scope of such facilities, components and functions so as to meet NRC requirements; (2) in cooperation with the Connecting Transmission Owners and in accordance with NRC guidance, to establish and approve availability and reliability performance criteria and improvement goals for all such facilities, components and functions, regardless of ownership, to permit Developer to comply with the NRC Maintenance Rule; and (3) in cooperation with the Connecting Transmission Owners and in accordance with NRC guidance, to approve all improvements, maintenance, inspections, monitoring, operational procedures, or any other activity affecting such facilities, components and functions, regardless of ownership, to permit Developer to comply with the NRC Maintenance Rule.

10.6.1.2 The Connecting Transmission Owners agree that they will cooperate with the Developer to assure the Developer's compliance with the NRC Maintenance Rule as it applies to the facilities, components and functions of the Attachment Facilities and the New York State Transmission System. The Developer shall reimburse the Connecting Transmission Owners for the incremental costs incurred by the Connecting Transmission Owners pursuant to this Section 10.6 to assure compliance with the NRC Maintenance Rule. Such incremental costs shall be in addition to those costs assigned to the Developer pursuant to Section 10.5 of this Agreement.

10.6.1.3 Any further incremental costs or expenses incurred by the Connecting Transmission Owners as a result of a Developer request to the Connecting Transmission Owners for additional or different action other than those required under Section 10.6.1.2 above, or by the Connecting Transmission Owners to assure Developer's compliance with any amendment or modification to, or any change in interpretation of, the NRC Maintenance Rule after the Effective Date, shall also be borne by Developer.

10.6.2 Schedule of Components. Section 5 of Appendix C to this Agreement sets forth the Scriba Substation components that, as of the Effective Date, are necessary to fulfill those functions covered by the NRC Maintenance Rule. When required by the Developer pursuant to the NRC Maintenance Rule, Scriba Substation components will be maintained, inspected and tested in accordance with National Grid's standard procedures for substation maintenance, inspection and testing. In the event the Developer and Connecting Transmission Owners agree that a component not identified in Section 5 of Appendix C should have been included in Section 5 of Appendix C, the Developer and Connecting Transmission Owners may, by their mutual agreement and agreement by the NYISO, add Scriba Substation components to Section 5 of Appendix C by amending this Agreement. In order to comply with the NRC Maintenance Rule, Developer may, in accordance with NRC Requirements and Commitments, add new Scriba Substation components to Section 5 of Appendix C, and also may change schedules for maintenance, inspection and testing of components identified in Section 5 of Appendix C, subject to the Developer's payment of additional costs or expenses in accordance with Section 10.6.1.3.

10.6.3 Notice. To the extent National Grid becomes aware of any failure of any Scriba Substation component identified in Section 5 of Appendix C, National Grid shall provide immediate notice thereof to the Developer and the other Connecting Transmission Owner.

10.6.4 Analysis. As required by the NRC Maintenance Rule, the Developer may, at its discretion and with the Connecting Transmission Owners' reasonable cooperation, conduct an analysis of a failure of any Scriba Substation component identified in Section 5 of Appendix C, and any personnel error leading to the failure of any such component. The Connecting Transmission Owners will cooperate with the Developer and promptly, upon Developer's request, provide Developer with all information under the Connecting Transmission Owners' control and consistent with Good Utility Practice necessary for Developer to: (1) determine whether the failure was a functional failure of equipment or the result of personnel error; (2) determine whether the failure, if a functional failure, was maintenance preventable; and (3) conduct root cause analyses of those failures as the Developer deems appropriate. At the request of Developer, and at Developer's expense, the Connecting Transmission Owners shall assist in the performance of a root cause analysis for any Scriba Substation component failure

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identified in Section 5 of Appendix C and any personnel error leading to the failure of any such component, as Developer deems necessary.

10.6.5 Testing. As necessary, in accordance with Good Utility Practice, or at Developer's request, the Connecting Transmission Owners will arrange for independent testing of any failed Scriba Substation component identified in Section 5 of Appendix C subject to the Developer's payment of additional costs or expenses in accordance with Section 10.6.1.3.

10.6.6 Performance Improvement Plan. Developer shall analyze data supplied by the Connecting Transmission Owners concerning a failure of a Scriba Substation component identified in Section 5 of Appendix C and any personnel error leading to the failure of any such component, and shall notify the Connecting Transmission Owners if a performance improvement plan is required in accordance with the NRC Maintenance Rule. The Developer and the Connecting Transmission Owners will cooperate to develop and implement any such performance plan, the cost of which shall be borne by Developer.

10.6.7 Records. For the term of this Agreement, the Connecting Transmission Owners shall provide Developer with complete and accurate records concerning all preventative and corrective maintenance activities performed by the Connecting Transmission Owners on all the Connecting Transmission Owners' Scriba Substation components identified in Section 5 of Appendix C.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Developer Attachment Facilities.** Developer shall design, procure, construct, install, own and/or control the Developer Attachment Facilities described in Appendix A hereto, at its sole expense.
- 11.2 Connecting Transmission Owner's Attachment Facilities.** National Grid shall design, procure, construct, install, own and/or control the Connecting Transmission Owner's Attachment Facilities described in Appendix A hereto, at the sole expense of the Developer.
- 11.3 System Upgrade Facilities and System Deliverability Upgrades.** National Grid shall design, procure, construct, install, and own the System Upgrade Facilities and System Deliverability Upgrades described in Appendix A hereto. The responsibility of the Developer for costs related to System Upgrade Facilities and System Deliverability Upgrades shall be determined in accordance with the provisions of Attachment S to the NYISO OATT.
- 11.4 Special Provisions for Affected Systems.** For the re-payment of amounts advanced to Affected System Operator for System Upgrade Facilities or System Deliverability Upgrades, the Developer and Affected System Operator shall enter into an agreement

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that provides for such re-payment, but only if responsibility for the cost of such System Upgrade Facilities or System Deliverability Upgrades is not to be allocated in accordance with Attachment S to the NYISO OATT. The agreement shall specify the terms governing payments to be made by the Developer to the Affected System Operator as well as the re-payment by the Affected System Operator.

- 11.5 Provision of Security.** 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's Attachment Facilities and the Developer's Attachment Facilities, Developer shall provide National Grid, at Developer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to National Grid and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1 of this Agreement. Such security for payment shall be in an amount sufficient to cover the cost for the Developer's share of constructing, procuring and installing the applicable portion of Connecting Transmission Owner's Attachment Facilities and Developer's Attachment Facilities, and shall be reduced on a dollar-for-dollar basis for payments made to National Grid for these purposes.

In addition:

- 11.5.1** The guarantee must be made by an entity that meets the commercially reasonable creditworthiness requirements of National Grid, and contains terms and conditions that guarantee payment of any amount that may be due from Developer, up to an agreed-to maximum amount.
- 11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to National Grid and must specify a reasonable expiration date.
- 11.5.3** The surety bond must be issued by an insurer reasonably acceptable to National Grid and must specify a reasonable expiration date.
- 11.5.4** Attachment S to the NYISO OATT shall govern the Security that Developer provides for System Upgrade Facilities and System Deliverability Upgrades.
- 11.6 Developer Compensation for Emergency Services.** If, during an Emergency State, the Developer provides services at the request or direction of the NYISO or Connecting Transmission Owners, the Developer will be compensated for such services in accordance with the NYISO Services Tariff.
- 11.7 Line Outage Costs.** Notwithstanding anything in the NYISO OATT to the contrary, the Connecting Transmission Owners may propose to recover line outage costs associated with the installation of Connecting Transmission Owner's Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades on a case-by-case basis.

ARTICLE 12. INVOICE

- 12.1 General.** The Developer and National Grid shall each submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Developer and National Grid may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts one Party owes to the other Party under this Agreement, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six months after completion of the construction of the Connecting Transmission Owner's Attachment Facilities, the Developer's Attachment Facilities, the System Upgrade Facilities and System Deliverability Upgrades, National Grid shall provide an invoice of the final cost of the construction of the Connecting Transmission Owner's Attachment Facilities, the Developer's Attachment Facilities, the System Upgrade Facilities and System Deliverability Upgrades, determined in accordance with Attachment S to the NYISO OATT, and shall set forth such costs in sufficient detail to enable Developer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. National Grid shall refund to Developer any amount by which the actual payment by Developer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F 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 wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices will not 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 National Grid and Developer, National Grid shall continue to perform under this Agreement as long as Developer: (i) continues to make all payments not in dispute; and (ii) pays to National Grid or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Developer fails to meet these two requirements for continuation of service, then National Grid may provide notice to Developer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC'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 applicable Reliability Councils, Applicable Laws and Regulations, including, without limitation, NRC Requirements and Commitments, and any emergency procedures agreed to by the NYISO Operating Committee.

13.2 Notice. NYISO or, as applicable, National Grid shall notify Developer promptly when it becomes aware of an Emergency State that affects the Connecting Transmission Owner's Attachment Facilities or the New York State Transmission System that may reasonably be expected to affect Developer's operation of the Large Generating Facility or the Developer's Attachment Facilities. Developer shall notify NYISO and National Grid promptly when it becomes aware of an Emergency State that affects the Large Generating Facility or the Developer Attachment Facilities that may reasonably be expected to affect the New York State Transmission System or the Connecting Transmission Owner's Attachment Facilities. To the extent information is known, the notification shall describe the Emergency State, the extent of the damage or deficiency, the expected effect on the operation of Developer's or Connecting Transmission Owners' facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in Developer's reasonable judgment, immediate action is required, Developer shall obtain the consent of National Grid, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Developer Attachment Facilities in response to an Emergency State either declared by NYISO, either of the Connecting Transmission Owners or otherwise regarding New York State Transmission System.

13.4 NYISO and Connecting Transmission Owner Authority.

13.4.1 General. NYISO or Connecting Transmission Owners may take whatever actions with regard to the New York State Transmission System or the Connecting Transmission Owner's Attachment Facilities it deems necessary during an Emergency State in order to (i) preserve public health and safety, (ii) preserve the reliability of the New York State Transmission System or the Connecting Transmission Owner's Attachment Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

NYISO and Connecting Transmission Owners shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Developer Attachment Facilities. NYISO or National Grid may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency State by taking actions necessary and limited in scope to remedy the Emergency State, including, but not limited to, directing Developer to shut-

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down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Developer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Developer Attachment Facilities. Developer shall comply with all of the NYISO and National Grid's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. NYISO or National Grid may reduce Energy Resource Interconnection Service or Capacity Resource Interconnection Service or disconnect the Large Generating Facility or the Developer Attachment Facilities, when such reduction 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 NYISO OATT. When NYISO or National Grid can schedule the reduction or disconnection in advance, NYISO or National Grid shall notify Developer of the reasons, timing and expected duration of the reduction or disconnection. NYISO or National Grid shall coordinate with the Developer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to the Developer and the New York State Transmission System. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Attachment Facilities, and the New York State Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.5 Developer Authority. Consistent with Good Utility Practice and this Agreement, the Developer may take whatever actions or inactions with regard to the Large Generating Facility or the Developer Attachment Facilities during an Emergency State in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Developer Attachment Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Developer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New York State Transmission System and the Connecting Transmission Owner's Attachment Facilities. NYISO and Connecting Transmission Owners shall use Reasonable Efforts to assist Developer in such actions.

13.6 Limited Liability. Except as otherwise provided in Article 11.6 of this Agreement, no Party shall be liable to another Party for any action it takes in responding to an Emergency State so long as such action is made 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 required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, 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 Developer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 2005 or the Public Utility Regulatory Policies Act of 1978, as amended.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the state of New York, without regard to its conflicts of 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.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this Agreement, any notice, demand or request required or permitted to be given by a Party to the other Parties and any instrument required or permitted to be tendered or delivered by a Party in writing to the other Parties shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F hereto.

A Party may change the notice information in this Agreement by giving five (5) Business Days 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 hereto.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to the other Parties and not required by this Agreement to be given in writing may

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be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F hereto.

- 15.4 Operations and Maintenance Notice.** Developer and National Grid shall each notify the other Party, and NYISO, in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10 of this Agreement.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be responsible or liable, or deemed, in Default with respect to any obligation hereunder, (including obligations under Article 4 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 Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Parties. Upon a Breach, the non-Breaching Parties (or in the case of a Breach by a Connecting Transmission Owner, the NYISO and Developer acting together) shall give written notice of such to the Breaching Party. The Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such

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cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article 17, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Parties acting together (or in the case of a Breach by a Connecting Transmission Owner, the NYISO and Developer acting together) shall thereafter have the right to declare a Default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions 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 save harmless, 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 damage to property, the alleged violation of any Environmental Law, or the release or threatened release of any Hazardous Substance, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from (i) the Indemnified Party’s performance of its obligations under this Agreement on behalf of the Indemnifying Party, except in cases where the Indemnifying Party can demonstrate that the Loss of the Indemnified Party was caused by the gross negligence or intentional wrongdoing of the Indemnified Party or (ii) the violation by the Indemnifying Party of any Environmental 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 Article 18 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1.3, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such 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 the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1

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may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

Except as stated below, the Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified 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 and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified 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 set forth in Article 18.1, in no event shall any Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part 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 agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance and Indemnification for Nuclear Generating Unit. Developer covenants, represents, and warrants:

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18.3.1 That it has entered into an agreement of indemnification with the NRC as provided under Section 170 of the Atomic Energy Act of 1954, as amended.

18.3.2 That it shall provide and maintain nuclear liability insurance in such amounts and forms as required by Section 170 of the Atomic Energy Act of 1954, as amended.

18.3.3 That is shall provide and maintain nuclear property insurance in an amount satisfactory to the NRC.

18.3.4 That it shall extend protection against a Nuclear Incident, as provided for in Sections 18.3.2 and 18.3.3 above, for the benefit of the Parties, their respective consultants, contractors, subcontractors, agents, invitees and employees.

18.3.5 Developer shall indemnify and hold harmless the other Parties, their respective consultants, contractors, subcontractors, agents, invitees and employees from and against all losses, penalties, claims, demands, actions, proceedings, damages, expenses (including litigation costs and reasonable attorneys' fees) and liabilities resulting from any Nuclear Incident.

In addition, Developer covenants, represents, and warrants that if the nuclear liability protection system in effect on the effective date of this Agreement expires or is repealed, changed, or modified, it shall, without cost to the other Parties, maintain nuclear liability protection, to the extent that it is reasonably available, for the protection of the Parties through governmental indemnity, limitation of liability and/or insurance.

18.4 General Insurance. Developer and Connecting Transmission Owners shall each, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Parties, the following minimum insurance coverages, with insurers authorized to do business in the state of New York:

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

18.4.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

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- 18.4.3** 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 a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.4.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.4.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance, and Excess Public Liability Insurance policies of Developer and Connecting Transmission Owners shall name the other two Parties, their parents, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) Calendar days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.4.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Developer and Connecting Transmission Owners shall each be responsible for their respective deductibles or retentions.
- 18.4.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Developer and Connecting Transmission Owners.
- 18.4.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Developer and Connecting Transmission Owners are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by those Parties under this Agreement.

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- 18.4.9** Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, Developer and Connecting Transmission Owners shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 18.4.10** Notwithstanding the foregoing, Developer and Connecting Transmission Owners may each self-insure to meet the minimum insurance requirements of Articles 18.4.2 through 18.4.8 to the extent the Party 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 the Party's self-insurance program meets the minimum insurance requirements of Articles 18.4.2 through 18.4.8. For any period of time that a Party's senior debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.4.2 through 18.4.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.4.10, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.4.9.
- 18.4.11** Developer and Connecting Transmission Owners agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 19. ASSIGNMENT

- 19.1 Assignment.** This Agreement may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this Agreement without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; provided further that a Party may assign this Agreement without the consent of the other Parties in connection with the sale, merger, restructuring, or transfer of a substantial portion or all of its assets, including the Attachment Facilities it owns, so long as the assignee in such a transaction directly assumes in writing all rights, duties and obligations arising under this Agreement; and provided further that the Developer shall have the right to assign this Agreement, without the consent of the NYISO or Connecting Transmission Owners, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Developer will promptly notify the NYISO and Connecting Transmission Owners of any such assignment. Any financing arrangement entered into by the Developer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the

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trustee or mortgagee will notify the NYISO and Connecting Transmission Owners of the date and particulars of any such exercise of assignment right(s) and will provide the NYISO and Connecting Transmission Owners with proof that it meets the requirements of Articles 11.5, 18.3 and 18.4. Any attempted assignment that violates this Article is void and 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

- 20.1 Severability.** If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if the Developer (or any third party, but only if such third party is not acting at the direction of the Connecting Transmission Owners) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the rights and obligations of Developer and Connecting Transmission Owners shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

- 21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and 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 shall constitute confidential information ("Confidential Information") and shall be subject to this Article 22.

If requested by a Party receiving information, the Party supplying the information shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

- 22.1.1 Term.** During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Confidential Information. The following shall constitute Confidential Information: (1) any non-public information that is treated as confidential by the disclosing Party and which the disclosing Party identifies as Confidential 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 contained in Attachment F to the NYISO OATT.

22.1.3 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is required, in accordance with Article 22.1.8 of this Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.4 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by FERC Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be considering providing financing to or equity participation with Developer, 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 the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

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

22.1.6 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by

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supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Parties nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.7 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it 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 its obligations to the other Party under this Agreement or its regulatory requirements, including the NYISO OATT and NYISO Services Tariff. The NYISO shall, in all cases, treat the information it receives in accordance with the requirements of Attachment F to the NYISO OATT.

22.1.8 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production 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 the terms of this Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

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

22.1.10 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained

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herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.11 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this Article 22 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, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement or the NYISO OATT, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this Agreement prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Parties to the Agreement when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time 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 investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations. A Party shall not be liable for any losses, consequential or otherwise, resulting from that Party divulging Confidential Information pursuant to a FERC or state regulatory body request under this paragraph.

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

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Developer and Connecting Transmission Owners Notice. Developer and the Connecting Transmission Owners shall each notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Attachment Facilities, each of which may reasonably be expected to affect the other Parties. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENT

24.1 Information Acquisition. National Grid and Developer shall each submit specific information regarding the electrical characteristics of their respective facilities to the other, and to NYISO, as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by Connecting Transmission Owners. The initial information submission by National Grid shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include New York State Transmission System information necessary to allow the Developer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Developer and National Grid. On a monthly basis National Grid shall provide Developer and NYISO a status report on the construction and installation of Connecting Transmission Owner's Attachment Facilities and System Upgrade Facilities, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Developer. The updated information submission by the Developer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Developer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the Large Facility Interconnection Procedures. It shall also include any additional information provided to National Grid for the Interconnection Feasibility Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with NYISO standard models. If there is no compatible model, the Developer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

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If the Developer's data is different from what was originally provided to National Grid and NYISO pursuant to an Interconnection Study Agreement among the Connecting Transmission Owners, NYISO and Developer and this difference may be reasonably expected to affect the other Parties' facilities or the New York State Transmission System, but does not require the submission of a new Interconnection Request, then NYISO will conduct appropriate studies to determine the impact on the New York State Transmission System based on the actual data submitted pursuant to this Article 24.3. Such studies will provide an estimate of any additional modifications to the New York State Transmission System, Connecting Transmission Owner's Attachment Facilities, or System Upgrade Facilities or System Deliverability Upgrades based on the actual data and a good faith estimate of the costs thereof. The Developer shall not begin Trial Operation until such studies are completed. The Developer shall be responsible for the cost of any modifications required by the actual data, including the cost of any required studies.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Developer and National Grid shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Developer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Developer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to National Grid and NYISO for each individual generating unit in a station. Subsequent to the Commercial Operation Date, the Developer shall provide National Grid and NYISO any information changes due to equipment replacement, repair, or adjustment. National Grid shall provide the Developer and NYISO any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Connecting Transmission Owners' substation that may affect the Developer Attachment Facilities equipment ratings, protection or operating requirements. The Developer and National Grid shall provide such information no later than thirty (30) Calendar Days after the 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 the Requesting Party to: (i) verify the costs incurred by the Disclosing Party for which the Requesting Party is responsible under this Agreement; and (ii) carry out its obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 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 Party becomes aware of its inability to comply with the provisions of this Agreement for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this Agreement.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this Agreement, each Party shall have the right, during normal business hours, and upon prior reasonable notice to another Party, to audit at its own expense the other Party’s accounts and records pertaining to the other Party’s performance or satisfaction of its obligations under this Agreement. Such audit rights shall include audits of the other Party’s costs, calculation of invoiced amounts, and each Party’s actions in an Emergency State. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to the Party’s performance and satisfaction of obligations under this Agreement. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4 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 of Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades shall be subject to audit for a period of twenty-four months following National Grid’s issuance of a final invoice in accordance with Article 12.2 of this 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 obligations under this Agreement other than those described in Article 25.4.1 of this Agreement

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shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights 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, a notice of such overpayment or underpayment shall be given to the other Party together with those records 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 any subcontractor 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 and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the NYISO or Connecting Transmission Owners be liable for the actions or inactions of the Developer or its subcontractors with respect to obligations of the Developer under Article 5 of this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 26.3 No Limitation by Insurance.** The obligations under this Article 26 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 connection with this Agreement or its performance (a "Dispute"), such Party shall provide the other Parties with written notice of the Dispute ("Notice of Dispute"). Such Dispute shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. In the event the designated representatives are unable to resolve the Dispute through unassisted or assisted negotiations within thirty (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 with the

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arbitration procedures set forth below. In the event the Parties do not agree to submit such Dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or 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 neutral arbitrator 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, NYISO and Developer shall each choose one arbitrator and the Connecting Transmission Owners shall choose a third arbitrator mutually agreeable to both of them. In each case, the arbitrator(s) shall be knowledgeable 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 party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

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

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process. If the Parties agree on a single arbitrator, NYISO and Developer shall each pay one-third of the cost of the arbitrator and the Connecting Transmission Owners shall pay the remaining one-third of the cost of the arbitrator. If the Parties cannot agree on a single arbitrator, NYISO and Developer shall each pay the costs of the arbitrator chosen by that Party, and the Connecting Transmission Owners shall pay the cost of the third arbitrator mutually chosen by both of them. Any responsibility of Connecting Transmission Owners for arbitrator costs under this Section 27.4 shall be allocated as follows: National Grid shall be responsible for 87.13% of Connecting Transmission Owners’ arbitrator costs and NYSEG shall be responsible for 12.87% of Connecting Transmission Owners’ arbitrator costs.

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27.5 Termination. Notwithstanding the provisions of this Article 27, any Party may terminate this Agreement in accordance with its provisions or pursuant to an action at law or equity. The issue of whether such 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:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

28.1.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other 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).

28.1.3 No Conflict. The execution, delivery and performance of this Agreement does not violate or conflict with 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 binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required 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 inure to 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 this cover agreement and the Appendices hereto, the terms and conditions of this cover agreement shall be given precedence over the Appendices, except as otherwise expressly agreed to in writing by the Parties.
- 29.3 Rules of Interpretation.** This Agreement, unless a clear contrary intention appears, shall be construed and interpreted 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 a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person 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 means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any 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, if applicable, 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 Appendix to this Agreement, or such Section to the Large Facility Interconnection Procedures or such Appendix to the Large Facility Interconnection Procedures, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement 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 the generality of any description preceding such term; and (8) relative to the determination of any period 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 with Applicable Laws and Regulations, Applicable Reliability Standards, the NYISO OATT and Good Utility Practice. To the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement for its compliance therewith. When any Party becomes aware of such a situation, it shall notify the other Parties promptly so that the Parties can discuss the amendment to this Agreement that is appropriate under the circumstances.

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- 29.5 Joint and Several Obligations.** Except as otherwise stated herein, the obligations of NYISO, Developer and the Connecting Transmission Owners (collectively) are several, and are neither joint nor joint and several.
- 29.6 Entire Agreement.** This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party'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 any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and permitted their assigns.
- 29.8 Waiver.** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or Default of this Agreement for any reason by the Developer shall not constitute a waiver of the Developer's legal rights to obtain Capacity Resource Interconnection Service and Energy Resource Interconnection Service from the NYISO and Connecting Transmission Owners in accordance with the provisions of the NYISO OATT. Any waiver of this Agreement shall, if requested, be provided in writing.
- 29.9 Headings.** The descriptive headings of the various Articles of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 29.10 Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 29.11 Amendment.** The Parties may by mutual agreement amend this Agreement, by a written instrument duly executed by all four of the Parties.
- 29.12 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this Agreement, by a written instrument duly executed by all four of the Parties. Such an amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.

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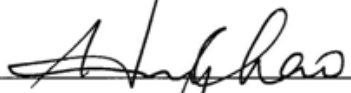
- 29.13 Reservation of Rights.** NYISO and each of the Connecting Transmission Owners shall have the right to make unilateral filings with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Developer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, 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 or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.
- 29.15 Other Transmission Rights.** Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, or transmission congestion rights that the Developer shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the System Upgrade Facilities and System Deliverability Upgrades.

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SERVICE AGREEMENT NO. 1757

IN WITNESS WHEREOF, the Parties have executed this LGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

New York Independent System Operator, Inc.

By: 
Title: Vice President, System & Resource Planning
Date: 4/24/2012

Niagara Mohawk Power Corporation d/b/a National Grid

By: _____
Title: _____
Date: _____

New York State Electric & Gas Corporation

By: _____
Title: _____
Date: _____

Nine Mile Point Nuclear Station, LLC

By: _____
Title: _____
Date: _____

SERVICE AGREEMENT NO. 1757

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New York Independent System Operator, Inc.

By: _____
Title: Vice President, System & Resource Planning
Date: _____

Niagara Mohawk Power Corporation d/b/a National Grid

By: Will J. Malec
Title: Director, Transmission Commercial
Date: 5-4-12

New York State Electric & Gas Corporation

By: _____
Title: _____
Date: _____

Nine Mile Point Nuclear Station, LLC

By: _____
Title: _____
Date: _____

SERVICE AGREEMENT NO. 1757

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New York Independent System Operator, Inc.

By: _____
Title: Vice President, System & Resource Planning
Date: _____

Niagara Mohawk Power Corporation d/b/a National Grid

By: _____
Title: _____
Date: _____

New York State Electric & Gas Corporation

By:  _____
Title: Vice President, Energy Services
Date: 5/14/12

Nine Mile Point Nuclear Station, LLC

By: _____
Title: _____
Date: _____

SERVICE AGREEMENT NO. 1757

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By: _____
Title: Vice President, System & Resource Planning
Date: _____

Niagara Mohawk Power Corporation d/b/a National Grid

By: _____
Title: _____
Date: _____

New York State Electric & Gas Corporation

By: _____
Title: _____
Date: _____

Nine Mile Point Nuclear Station, LLC

By: Henry B. Rau
Title: President
Date: 5/1/2012

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Appendices

Appendix A

Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades

Appendix B

Milestones

Appendix C

Interconnection Details

Appendix D

Security Arrangements Details

Appendix E

Commercial Operation Date

Appendix F

Addresses for Delivery of Notices and Billings

Appendix G

Interconnection Requirements For a Wind Generating Plant

Appendix A

Attachment Facilities and System Upgrade Facilities

1. Attachment Facilities:

(a) Developer's Attachment Facilities:

i. Existing Developer Attachment Facilities

Nine Mile Point No. 2 345 kV Switchyard

- Four (4) Single-Phase Generator Step-Up Transformers, Delta/Wye, 408/457 MVA, OA/FOA, 202 kV - 24.3 kV (2MTX - XM1A through XM1D) (1 unit is a spare);
- One (1) Three-Phase, Motor Operated, 345 kV Disconnect Switch, (2YXC-MDS1), 3000 A Continuous, 1300 kV BIL, 100 kA Momentary (switch 233-N with ground switch 23G); and
- One (1) 345 kV Overhead Conductor, 1192.5 KCM ACSR, 45/7 (2 per Φ), 0.5 mile, 2796 A Continuous (Line #23).

Scriba Station

- Two (2) 345 kV SF6 Gas Insulated Breakers (R230 and R925), 3000 A Continuous, 372 kV Maximum, 1300 kV BIL, 50 kA Momentary;
- Two (2) Three-Phase, Motor Operated, 345 kV Air Break Disconnect Switches (switches 231 & 232), 3000 A Continuous, 100 kA Momentary, 1300 kV BIL;
- One (1) Three-Phase, Motor Operated, 345 kV Air Break Disconnect Switch (switch 233-S), with Ground Switch (23G), 3000 A Continuous, 100 kA Momentary (Main Switch), 120 kA Momentary (Ground Switch), 1300 kV BIL;

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- Three (3) Single-Phase, Free Standing Current Transformers for R230, 2000/2000/5A, 2000 A Continuous, 372 kV Maximum, 1300 kV BIL, 50 kA Momentary, Balteau TGX362;
- Three (3) Single-Phase, Free Standing Current Transformers for R925, 2000/2000/5A, 3000 A Continuous, 372 kV Maximum, 1300 kV BIL, 50 kA Momentary, Trench SAS 362;
- Three (3) 345 kV, Single-Phase, Capacitance Coupling Voltage Transformers, Trench Type TEV-345 (collectively J8923);
- Three (3) Three-Phase, Motor Operated, 345 kV Air Break Disconnect Switches (switches 926, 927, 991), 3000 A Continuous, 100 kA Momentary, 1300 kV BIL;
- Two (2) Three-Phase, 345 kV-120 kV/13.8 kV Auto-Transformers (TB-1 & TB-2), 224 MVA, FOA 65°C, 51 MVA Tertiary;
- Three (3) 345 kV, Single-Phase Metering Current Transformers, 2000-1000/5 A, GE Type BR at TB1;
- Three (3) 345 kV, Single-Phase, Metering Current Transformers, 2000-1000/5 A, GE Type BW at TB2;
- Two (2) Three-Phase, Motor Operated, 345 kV Air Break Disconnect Switches (switches 18 & 28), 3000 A Continuous, 100 kA Momentary, 1300 kV BIL;
- Two (2) 23 kV Restored Power Fuses (J5058 & J5128), 50E Amp Slow Speed;
- Two (2) 115 kV, SF6 Gas Insulated Breakers (R115 & R225), 2000 A Continuous, 121 kV Maximum, 550 kV BIL, 48 kA Momentary;
- Four (4) Three-Phase, Manually Operated, 115 kV Air Break Disconnect Switches at Scriba (switches 118, 128, 218, 228), 2000 A Continuous, 100 kA Momentary, 550 kV BIL;
- One (1) 115 kV, Overhead Conductor 795 KCM ACSR, 36/1, 0.5 mile (Line #5);

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- One (1) 115 kV, Overhead Conductor 795 KCM ACSR, 36/1, 0.9 mile (Line #6);
- Two (2) 115 kV, SF6 Gas Insulated Breakers (R50 & R60), 2000 A Continuous, 121 kV Maximum, 550 kV BIL, 48 kA Momentary;
- Seven (7) Three-Phase, Manually Operated, 115 kV Air Break Disconnect Switches (switches 21, 27, 29, 51, 53, 61, 63), 2000 A Continuous, 550 kV BIL, 100 kA Momentary;
- Six (6) Single-Phase, 115 kV Bus “C” and Bus “D” Potential Transformers (J9993 & J9994), Westinghouse Type APT 550, 115 kV; 550 kV BIL, Ratio 600/1000:1;
- 115 kV Bus “C” and 115 kV Bus “D”; and
- Six (6) 115 kV Bus “C” and 115 kV Bus “D” Surge Arresters.

Nine Mile Point No. 2 115 kV Switchyard

- Two (2) Three-Phase, Reserve Station Service Transformers (2RTX-XSR1A and 2RTX-XSR1B), Wye/Delta/Wye, 42/56/70 MVA, 115 kV/13.8 kV/4.16 kV;
- One (1) Three-Phase, Auxiliary Boiler Service Transformer (2ABS-X1), Wye/Delta/Wye, 16.6/22.08/27.56 MVA, 115 kV/13.8 kV/4.16 kV;
- Four (4) Three-Phase, Motor Operated, 115 kV Disconnect Switches (#53, #63, #8106, and #8107), 1200 A Continuous;
- Three (3) 115 kV Circuit Switchers (circuit switchers 18, 28, 38) 1200 A Continuous, 3000 A Switching; and
- Six (6) 115 kV Single-Phase, 115 kV Potential Transformers (2YUB-XP1 and XP2), Type EW 119.5 kV LL, 69 kV LN, 199V/115V/69V; 115V.

ii. New Developer's Attachment Facilities for Expansion Project

- The Balteau TGX362 Current Transformers at breaker R230 will be reclassified, and the secondary wiring unparallelled and interfaced with National Grid's Schneider ION 8600 or ION 8650 revenue meters; and
- The Trench SAS-362 Current Transformers at breaker R925 secondary wiring will be unparallelled and interfaced with National Grid's Schneider ION 8600 or ION 8650 revenue meters.

All engineering and procurement will be completed by National Grid. Construction, installation, testing and commissioning will be completed by National Grid with partial oversight and assistance by the Developer. Orchestration of the construction will be completed as part of the final engineering process.

iii. Additional Developer's Attachment Facilities Not Required for Expansion Project

- The three (3) 345 kV, Single-Phase Metering Current Transformers, 2000-1000/5 A, GE Type BR at TB1 will be reclassified; and
- The three (3) 345 kV, Single-Phase Metering Current Transformers, 2000-1000/5 A, GE Type BW at TB2 will be reclassified.

All engineering and procurement will be completed by National Grid. Construction, installation, testing and commissioning will be completed by National Grid with partial oversight and assistance by the Developer. Orchestration of the construction will be completed as part of the final engineering process.

(b) Connecting Transmission Owner's Attachment Facilities:

i. Existing Connecting Transmission Owner's Attachment Facilities

- Four (4) JEM meters;
- Four (4) MaxSys meters;
- Three (3) Metering Current Transformers at each TB5 and TB12; and
- RFL Equipment (NYISO owned; National Grid maintained).

With the exception of the RFL Equipment, National Grid owns the existing Connecting Transmission Owner's Attachment Facilities listed

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above. The JEM meters will be replaced as part of the Expansion Project (as defined in Appendix C).

ii. New Connecting Transmission Owner's Attachment Facilities for Expansion Project

- The read capability of the RFL equipment will be increased by reprogramming at both the station and NYISO ends;
- Two (2) sets of three (3) 345 kV Potential Transformers (1 set on each of the 345 kV "A" and "B" buses to replace the existing CCVTs collectively denominated J9991 and J9992); and
- Four (4) Schneider ION 8600 or ION 8650 revenue meters as follows:
 - Two (2) meters will be wired to the R230 Current Transformers and interfaced to the new Potential Transformers on "A" bus; and
 - Two (2) meters will be wired to the R925 Current Transformers and interfaced to the new Potential Transformers on the "B" bus.

All engineering and procurement will be completed by National Grid. Construction, installation, testing and commissioning will be completed by National Grid with partial oversight and assistance by the Developer. Orchestration of the construction will be completed as part of the final engineering process. National Grid will own the new Connecting Transmission Owner's Attachment Facilities for the Expansion Project listed above.

iii. Additional Connecting Transmission Owner's Attachment Facilities Not Required for Expansion Project

- Addition of Station Service Metering on the line side of switches 21 and 27 for service provided from Line #2 consisting of:
 - Six (6) 115 kV Ritz CTPT units; and
 - Four (4) MaxSys meters.
- Modification to Station Service Metering at TB1 and TB2 consisting of:
 - Four (4) Schneider ION 8600 or ION 8650 revenue meters as follows:

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- Two (2) meters will be wired to the TB 1 Current Transformers and interfaced to the new Potential Transformers on “A” bus; and
- Two (2) meters will be wired to the TB 2 Current Transformers and interfaced to the new Potential Transformers on “B” bus.

All engineering and procurement will be completed by National Grid. Construction, installation, testing and commissioning will be completed by National Grid with partial oversight and assistance by the Developer. Orchestration of the construction will be completed as part of the final engineering process. National Grid will own the additional Connecting Transmission Owner’s Attachment Facilities not required for the Expansion Project listed above.

(c) Cost Estimates for Attachment Facilities

The following table provides the cost estimates for Connecting Transmission Owner’s Attachment Facilities, as well as for the work described in Sections 1(a)(ii) and (iii) of this Appendix A to be performed by National Grid on the specified Developer’s Attachment Facilities. These cost estimates are from the Facilities Study Report - Part 1 Nine Mile Point 2 Uprate Project, Queue #216, dated October 14, 2009.

	Description	Estimated Costs
New Attachment Facilities and Related Work for Expansion Project	Revenue Metering Current Transformer Reclassifications (Current Transformers at R230 only), Line 23 Revenue Metering, and RFL Telemetry Equipment	\$980,000
Additional New Attachment Facilities and Related Work Not Required for Expansion Project	Revenue Metering Current Transformer Reclassifications (Current Transformers at TB1 and TB2), 115 kV Station Service Revenue Metering EPC, and 345 kV Station Service Revenue Metering	\$826,000
Total		\$1,806,000

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2. System Upgrade Facilities:

(a) Stand Alone System Upgrade Facilities:

None.

(b) Other System Upgrade Facilities:

None.

3. System Deliverability Upgrades:

None.

4. Other Requirements

Developer's Expansion Project, Queue position numbered 216, as described in Section 1 of Appendix C of this Agreement was included in Class Year 2008 for purposes of Energy Resource Interconnection Service ("ERIS") cost allocation, and for Capacity Resource Interconnection Service ("CRIS") cost allocation, under Attachment S to the NYISO OATT. Developer accepted its Project Cost Allocation for ERIS, but declined to accept its Project Cost Allocation for CRIS. Developer's Existing Facility has 1148.3 MW of grandfathered Installed Capacity deliverability rights.

However, pursuant to Section 25.9.5 of Attachment S to the NYISO OATT, Developer contracted with the owner of two existing facilities to transfer a total of 96.3 MW of Installed Capacity deliverability rights from the two existing facilities to the Developer's Large Generating Facility. In accordance with Section 25.9.5 of Attachment S to the NYISO OATT, the NYISO evaluated the proposed transfer as a part of the 2009 Class Year Deliverability Study and found that the 96.3 MW of Installed Capacity deliverability rights could be transferred. Following this evaluation, the Developer provided timely notice to the NYISO that the transfer transaction had been finalized.

Pursuant to Section 25.9.5 of Attachment S to the NYISO OATT, when Developer's Large Generating Facility becomes operational at the levels necessary to utilize the transferred rights, Developer's Large Generating Facility will acquire the 96.3 MW of transferred Installed Capacity deliverability rights and the NYISO will provide the Large Generating Facility with a total of 1244.6 MW of Capacity Resource Interconnection Service, as well as 1380 MW of Energy Resource Interconnection Service.

5. Operation and Maintenance Expenses

In accordance with Section 10.5 of this Agreement, Developer shall be responsible for all reasonable operation and maintenance expenses ("O&M Expenses") associated with the

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operation, maintenance, repair and replacement of Connecting Transmission Owner's Attachment Facilities, as such Attachment Facilities are detailed in this Appendix A. In addition, Developer shall also be responsible for the incremental costs that are incurred by the Connecting Transmission Owners pursuant to Section 10.6 of this Agreement to assure compliance with the NRC Maintenance Rule. The Scriba Substation facilities covered by the NRC Maintenance Rule are listed in Section 5 of Appendix C of this Agreement.

Developer shall have the option to pay the O&M Expenses for which it is responsible under Section 10.5 of this Agreement by following either the procedure described in Option 1 or the procedure described in Option 2 below.

Option 1: Fixed On-Going Charge Payment

National Grid will invoice and Developer shall pay an annual payment to National Grid equal to the product of the Gross Plant Investment associated with the Connecting Transmission Owner's Attachment Facilities and the Annual Transmission Ongoing Charge Factor, for the term of this Agreement.

All payments due to be made by Developer shall be made within thirty (30) days after receiving an invoice from National Grid.

The Project's Gross Connecting Transmission Owner's Attachment Facilities Plant Investment cost shall be established in writing by National Grid no later than 90 days following commercial operation.

The Annual On-Going Charge Factor shall be calculated annually each July based on National Grid's most recently filed FERC Form 1 data and will equal the sum of the Revenue Requirement Components as identified on O&M Attachment 1 divided by the Total Gross Plant of National Grid. Total Gross Plant shall equal the sum of Item Nos. A (1)(a)(b) and (c) in O&M Attachment 1.

Option 2: Annual Actual O&M Expenses

Developer shall pay for all actual O&M Expenses incurred by National Grid, which expenses shall be billed by National Grid quarterly as accumulated during the calendar quarter for which they were incurred.

All payments due to be made by Developer shall be made within thirty (30) days after receiving an invoice from National Grid, which invoice shall be issued after the end of each calendar quarter for the most recent quarter.

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Selection by Developer

Developer shall select which option for paying O&M Expenses by providing written notice to National Grid within thirty (30) days after receiving from National Grid the Gross Connecting Transmission Owner's Attachment Facilities Plant Investment cost and the most recent Annual Transmission Ongoing Charge Factor. If Developer fails to provide timely notice to National Grid of the option selected, Developer will be deemed to have selected Option 2: Annual Actual O&M Expenses.

O&M ATTACHMENT 1

Capitalized terms used in this calculation will have the following definitions:

Allocation Factors

1. General Plant Allocation Factor shall equal Electric General Plant divided by the sum of Electric General Plant plus gas general plant as reported in the Annual Report filed with the New York State Public Service Commission.
2. Gross Transmission Plant Allocation Factor shall equal the total investment in Transmission Plant in Service divided by the sum of the total Transmission Plant in Service plus the total Distribution Plant in Service, excluding Intangible Plant, General Plant and Common Plant.
3. Transmission Wages and Salaries Allocation Factor shall equal the ratio of National Grid's Transmission-related direct electric wages and salaries including any direct wages or salaries charged to National Grid by a National Grid Affiliate to National Grid's total electric direct wages and salaries including any wages charged to National Grid by a National Grid Affiliate excluding any electric administrative and general wages and salaries.

Ratebase and Expense items

1. Administrative and General Expense shall equal electric expenses as recorded in FERC Account Nos. 920-935.
2. Amortization of Investment Tax Credits shall equal electric credits as recorded in FERC Account No. 411.4.
3. Distribution Plant in Service shall equal the gross plant balance as recorded in FERC Account Nos. 360 – 374.
4. Electric Common Plant shall equal the balance of Common Plant recorded in FERC Account Nos. 389-399 multiplied by the General Plant Allocation Factor.
5. General Plant shall equal electric gross general plant balance recorded in FERC Account Nos. 389-399.
6. Materials and Supplies shall equal electric materials and supplies balance as recorded in FERC Account No. 154.
7. Payroll Taxes shall equal those electric payroll tax expenses as recorded in FERC Account Nos. 408.100, 408.110, and 408.130.

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8. Prepayments shall equal electric prepayment balance as recorded in FERC Account No. 165.
9. Real Estate Tax Expenses shall equal electric transmission-related real estate tax expense as recorded in FERC Account No. 408.140 and 408.180.
10. Transmission Operation and Maintenance Expense shall equal electric expenses as recorded in FERC Account Nos. 560, 562-573.
11. Transmission Plant in Service shall equal the gross plant balance as recorded in FERC Account Nos. 350-359.
12. Transmission Revenue Credits shall equal the revenue reported in Account 456
13. Transmission Related Bad Debt Expense shall equal Bad Debt Expense as reported in Account 904 related to transmission billing.
14. Wholesale Metering Cost shall equal any costs associated with any Revenue or Remote Terminal Unit (RTU) meters and associated equipment located at an internal or external tie at voltages equal to or greater than 23V. The cost shall be determined by multiplying the number of wholesale meters in FERC Account No. 370.3 by the average cost of the meters plus the average costs of installation.

In the event that the above-referenced FERC accounts are renumbered, renamed, or otherwise modified, the above sections shall be deemed amended to incorporate such renumbered, renamed, modified or additional accounts.

Revenue Requirement Components

The Revenue Requirement Component shall be the sum of National Grid's (A) Return and Associated Income Taxes, (B) Transmission Related Real Estate Tax Expense, (C) Transmission Related Amortization of Investment Tax Credits, (D) Transmission Related Payroll Tax Expense, (E) Transmission Operation and Maintenance Expense, (F) Transmission Related Administrative and General Expenses, less (G) Revenue Credits, plus (H) Bad Debt Expense.

A. Return and Associated Income Taxes shall equal the product of the Transmission Investment Base as identified in A(1) below and the Cost of Capital Rate.

1. Transmission Investment Base shall be defined as

Transmission Related General Plant plus Transmission Related Common Plant plus Transmission Related Regulatory Assets plus Transmission Related Prepayments plus Transmission Related Materials and Supplies plus Transmission Related Cash Working Capital.

(a) Transmission Plant in Service shall equal the balance of Total investment in Transmission Plant plus Wholesale Metering Cost.

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- (b) Transmission Related General Plant shall equal the balance of investment in General Plant multiplied by the Transmission Wages and Salaries Allocation Factor.
- (c) Transmission Related Common Plant shall equal Electric Common Plant multiplied by the Gross Transmission Plant Allocation Factor and multiplied by the Transmission Wages and Salaries Allocation Factor.
- (d) Transmission Related Regulatory Assets shall equal balances in FERC Account Nos. 182.3 and 254 for state and federal regulatory assets and liabilities related to FAS109, and excess AFUDC multiplied by the Gross Transmission Plant Allocation Factor
- (e) Transmission Related Prepayments shall equal the electric balance of Prepayments multiplied by the Gross Transmission Plant Allocation Factor.
- (f) Transmission Related Materials and Supplies shall equal the balance of Materials and Supplies assigned to Transmission added to the remainder of Material and Supplies not directly assigned to either Transmission or Distribution multiplied by the Gross Transmission Plant Allocation Factor.
- (g) Transmission Related Cash Working Capital shall be a 12.5% allowance (45 days/360 days) of the Transmission Operation and Maintenance Expense (less FERC Account 565: Transmission of Electricity by Others) and Transmission-Related Administrative and General Expense.

2. Cost of Capital Rate

The Cost of Capital Rate shall equal the proposed Weighted Costs of Capital plus Federal Income Taxes and State Income Taxes.

- (a) The Weighted Costs of Capital will be calculated for the Transmission Investment Base using National Grid's actual capital structure and will equal the sum of (i), (ii), and (iii) below:
 - (i) the long-term debt component, which equals the product of the actual weighted average embedded cost to maturity of National Grid's long-term debt then outstanding and the actual long-term debt capitalization ratio.
 - (ii) the preferred stock component, which equals the product of the actual weighted average embedded cost to maturity of National Grid's preferred stock then outstanding and the actual preferred stock capitalization ratio;
 - (iii) the return on equity component, shall be the product of the allowed ROE of 11.9% plus a 50 basis point adder (per FERC Order 697

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and 697A) and National Grid's actual common equity capitalization ratio.

(b) Federal Income Tax shall equal

$$\frac{A \times \text{Federal Income Tax Rate}}{(1 - \text{Federal Income Tax Rate})}$$

where A is the sum of the preferred stock component and the return on equity component, each as determined in Sections 2.(a)(ii) and for the ROE set forth in 2.(a)(iii) above

(c) State Income Tax shall equal

$$\frac{(A + \text{Federal Income Tax}) \times \text{State Income Tax Rate}}{(1 - \text{State Income Tax Rate})}$$

Where A is the sum of the preferred stock component and the return on equity component as determined in A.2.(a)(ii) and A.2.(a)(iii) above and Federal income Tax is determined in 2.(b) above.

- B. Transmission Related Real Estate Tax Expense shall equal the Real Estate Tax Expenses multiplied by the Gross Plant Allocation Factor.
- C. Transmission Related Amortization of Investment Tax Credits shall equal the electric Amortization of Investment Tax Credits multiplied by the Gross Transmission Plant Allocation Factor.
- D. Transmission Related Payroll Tax Expense shall equal Payroll Taxes multiplied by the Transmission Wages and Salaries Allocation Factor.
- E. Transmission Operation and Maintenance Expense shall equal the Transmission Operation and Maintenance Expense as previously defined.
- F. Transmission Related Administrative and General Expenses shall equal the sum of the electric Administrative and General Expenses multiplied by the Transmission Wages and Salaries Allocation Factor.
- G. Revenue Credits shall equal all Transmission revenue recorded in FERC account 456.
- H. Transmission Related Bad Debt Expense shall equal Transmission Related Bad Debt Expense as previously defined.

Figure A-1

This page has been omitted from the Public version of this document as it contains
Critical Energy Infrastructure Information Protected from Disclosure Pursuant to
18 C.F.R. § 388.107, 18 C.F.R. § 388.112, and 18 C.F.R. § 388.113

Appendix B

1. Selected Option Pursuant to Article 5.1

The selected option under Article 5.1.1 of this Agreement is the Standard Option.

2. Milestones

	Description	Date	Responsible Party
1.	Issue written authorization to proceed with engineering, design and procurement	Completed	Developer
2.	Provide Security for Expansion Project Attachment Facilities	Completed	Developer
3.	Start engineering and procurement of Attachment Facilities	Completed	National Grid
4.	ID and review drawings impacted (e.g., revision comparison)	Completed	Developer/National Grid
5.	Complete engineering and procurement of Expansion Project Attachment Facilities	Completed	National Grid
6.	Issue written authorization to proceed with construction of Expansion Project Attachment Facilities	Completed	Developer
7.	Complete construction of Expansion Project Attachment Facilities	04/2012	Developer/National Grid
8.	Complete all functional tests and verifications of Expansion Project Attachment Facilities	04/2012	Developer/National Grid
9.	In Service - Expansion Project Attachment Facilities	06/2012	Developer/National Grid
10.	Facility Testing	06/2012	Developer
11.	Commercial Operation Date of uprated Unit 2	06/2012	ALL
12.	Expansion Project Attachment Facilities As Builts completed	06/2012	Developer/National Grid
13.	Expansion Project Attachment Facilities Close Out	08/2012	Developer/National Grid
14a.	Issue written authorization to proceed with engineering, design and procurement for the Additional Attachment facilities	03/2013	Developer
14b.	Provide Security for Additional Attachment Facilities	03/2013	Developer
15.	Complete engineering and procurement for Additional Attachment Facilities	11/2013	National Grid
16.	Issue written authorization to proceed with construction of Additional Attachment Facilities	04/2014	Developer

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	Description	Date	Responsible Party
17.	Initiate and complete construction of Additional Attachment Facilities	07/2014	Developer/National Grid
18.	Complete all functional tests and verifications of Additional Attachment Facilities	07/2014	Developer/National Grid
19.	In Service - Additional Attachment Facilities	07/2014	Developer/National Grid
20.	Additional Attachment Facilities As Built completed	10/2014	Developer/National Grid
21.	Additional Attachment Facilities Close Out	12/2014	Developer/National Grid

3. Security to be Provided

Pursuant to Section 11.5 of this Agreement, Developer shall provide Security to National Grid (i) in the amount of \$980,000 for the new Attachment Facilities required for the expansion project, and (ii) in the amount of \$826,000 for the additional new Attachment Facilities not required for the expansion project, on or before the dates shown for the provision of such Security in the table of Milestones above.

Appendix C

1. Description of Large Generating Facility and Other Interconnection Details

Developer operates the existing Nine Mile Point Unit 2 nuclear power plant (the “Existing Facility”), which is located in Oswego, New York and which is co-owned by the Developer and the Long Island Lighting Company (d/b/a LIPA). The Existing Facility currently has a capacity of 1212 MW using a General Electric generator rated at 25 kV, 1399.22 MVA at 0.9 Power Factor. The Existing Facility has a 500 MVAR over-excited reactive power capability and a 50 MVAR under-excited reactive power capability. The generator step-up transformers for the Existing Facility are rated 202 kV-24.3 kV, 408/457 MVA, to step-up generator voltage from 25 kV to 345 kV for interconnection to the New York State Transmission System through the Scriba Substation at the Existing Facility.

Developer is expanding the Existing Facility by 168 MW through an uprate project, Queue Position 216 (the “Expansion Project”). The Expansion Project includes replacement of the high pressure turbine of the Existing Facility, but not the generator or main transformer. The new Attachment Facilities required for the Expansion Project are described in Section 1.a.ii and Section 1.b.ii of Appendix A of this Agreement. The combined capacity of the Existing Facility and the Expansion Project (together the “Large Generating Facility”) will total 1380 MW at a nominal 0.986 Power Factor to maintain the generator within its rating. The over-excited reactive power capability of the Large Generating Facility will be reduced to 233 MVAR as a result of the Expansion Project. The under-excited reactive power capability of the Large Generating Facility will remain unchanged at 50 MVAR.

Figure A-1, in Appendix A on page A-13 of this Agreement, provides a one-line diagram of the interconnection of the Large Generating Facility in the Scriba Substation. Figure A-1 shows the Points of Interconnection on the “A” Bus and the “B” Bus of National Grid’s 345 kV transmission system, and differentiates between the Developer Attachment Facilities and Connecting Transmission Owner’s Attachment Facilities depicted in the diagram.

2. Other Agreements

National Grid began engineering and procurement work in connection with the new Attachment Facilities for the Expansion Project by means of an Engineering, Procurement & Construction Services Agreement (“EPC Agreement”) entered into by Niagara Mohawk Power Corporation (now d/b/a National Grid) and Nine Mile Point Nuclear Station, LLC (“Nine Mile”), dated March 11, 2011, and filed with the Federal Energy Regulatory Commission (“FERC”) as Service Agreement No. 1711 under the NYISO FERC Electric Tariff No. 1 in Docket No. ER11-3058-000. National Grid and Nine Mile entered into this agreement in accordance with Section 30.9 of the Standard Large Facility Interconnection Procedures in Attachment X of the NYISO OATT, which provides that prior to the execution of an interconnection agreement, the Developer and

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Connecting Transmission Owner may enter into an engineering and procurement agreement for the Connecting Transmission Owner to begin the engineering and procurement of long-lead time items necessary for the establishment of the interconnection. The EPC Agreement terminated on the FERC-accepted Effective Date of Service Agreement 1757. Any payments made by the Developer to National Grid under the EPC Agreement reduced, on a dollar for dollar basis, the Developer's security posting and payment obligations under this Agreement for the Expansion Project.

This Agreement covers the Large Generating Facility, and superseded the interconnection agreement that previously covered the Existing Facility among Niagara Mohawk Power Corporation (now d/b/a National Grid), New York State Electric & Gas Corporation and Nine Mile Point Nuclear Station, LLC, previously filed with and accepted by FERC in Docket No. ER02-1067 and designated as Second Revised Service Agreement No. 309 under the NYISO FERC Electric Tariff No. 1, as amended in Docket No. ER02-2494 and designated as Amendment No. 1 to Service Agreement No. 309. National Grid filed to request that FERC cancel Second Revised Service Agreement No. 309 under the NYISO FERC Electric Tariff No. 1 which FERC accepted in Docket No. ER11- 4714 effective on the FERC-accepted Effective Date of Service Agreement 1757.

National Grid and NYSEG have designated between themselves their rights and obligations for operating and maintaining the Scriba Substation and transmission facilities associated with the Large Generating Facility by means of a Transmission Owners Agreement ("TO Agreement") entered into by Niagara Mohawk Power Corporation (now d/b/a National Grid) and NYSEG, dated February 21, 2001, and accepted by FERC as Niagara Mohawk Power Corporation FERC Electric Rate Schedule No. 300 in Docket No. ER01-1986-000. Solely as between National Grid and NYSEG, nothing in this Agreement should be read to modify or alter the respective rights and responsibilities of NYSEG and National Grid under the TO Agreement. National Grid and NYSEG agree that they shall not knowingly amend the TO Agreement in a manner inconsistent with this Agreement without corresponding amendments to this Agreement. National Grid and NYSEG shall provide the other Parties with at least thirty (30) Calendar Days' prior notice of a proposed amendment to the TO Agreement before filing such amendment at FERC and shall consider in good faith any concerns relating to such proposed amendment raised by the other Parties. Nothing in this Agreement shall limit the rights of the Parties under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations in relation to such proposed changes to the TO Agreement. Nothing herein shall limit the effect of Section 29.6 of this Agreement.

3. Developer Operating Requirements

- (a) Developer must comply with all applicable NYISO tariffs and procedures, as amended from time to time.
- (b) Developer must comply with National Grid's operating instructions and requirements as referenced in Article 9.3 of this Agreement, which requirements shall include the dedicated data circuits, including system protection circuits, to be maintained by Developer in accordance with Article 8.1 of this Agreement.

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- (c) Developer must comply with relevant provisions of National Grid's Electric System Bulletin 756, including appendices, as amended from time to time, to the extent not inconsistent with the terms of this Agreement or the NYISO OATT.

4. Operation of Joint Use Facilities

The Developer and National Grid shall, in accordance with Section 9.13 of this Agreement, jointly operate the Joint Use Facilities listed below.

- a. Nine Mile Point Unit 2 115KV Switchyard:
- None
- b. Nine Mile Point Unit 2 345KV Switchyard:
- None
- c. Nine Mile Point Unit 2 Plant:
- Plant watt-hour meters and EMS transducers
 - Plant potential and current transformers that support EMS-RTU metering data
 - RTU and external RTU transducer power, as required
- d. Scriba Station 345KV Switchyard:
- Ground switch 23G
 - Motor Operated Disconnect switch 233
 - Three capacitance coupling voltage transformers collectively denominated J8923
 - Motor Operated Disconnect switch 232
 - Circuit breaker R230
 - Three (3) Free standing current transformers for R230
 - Motor Operated Disconnect switch 231
 - Motor Operated Disconnect switch 926
 - Circuit breaker R925
 - Three (3) Free standing current transformers for R925
 - Motor Operated Disconnect switch 927
 - Motor Operated Disconnect switch 991
 - Bus "A" Potential Transformers at fuse J9991
 - Bus "B" Potential Transformers at fuse J9992
- e. Scriba Station 115KV Switchyard:
- Three (3) "C" Bus Potential Transformers on Fuse J9993
 - Three (3) "D" Bus Potential Transformers on Fuse J9994
 - "C" and "D" Bus emergency transmission Loop from LHH#2
 - 224MVA, 345/120/13.8 kV Auto Transformer #1 and Tertiary Fuse J5058

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- 224MVA, 345/120/13.8 kV Auto Transformer #2 and Tertiary Fuse J5128
 - Station Yard lighting
 - Control House #1 Outside Lighting
 - Control House #2 Outside Lighting
 - Control House #1
 - Control House #2
 - NMP1_MH#11-Scriba Station MH4 Duct Bank (Selected ducts)
 - Scriba Station Switchyard – Scriba Station MH4 duct Bank (Selected ducts)
 - Scriba Station MH4-Lake Road Substation MH duct bank (all ducts)
- f. Scriba Station Equipment in Control Houses #1 & 2:
- Cable Tray System in Control House #1
 - Cable Tray System in Control House #2
 - Three (3) Line auxiliary current transformers EMS-RTU Future 115kV line metering
 - Three (3) Line auxiliary current transformers EMS-RTU 115 kV Line #5 metering
 - Three (3) Line auxiliary current transformers EMS-RTU 115 kV Line #6 metering
 - Three (3) Line auxiliary current transformers EMS-RTU 345 kV Line #23 metering
 - Three (3) Breaker R230 auxiliary current transformers EMS-RTU 345 kV metering
 - Three (3) Breaker R925 auxiliary current transformers EMS-RTU 345 kV metering
 - One (1) Watt/Var Meter on TB#1 Low Side
 - One (1) Watt/Var Transducer on TB #1 High Side
 - One (1) Watt/Var Meter on TB#2 Low Side
 - One (1) Watt/Var Transducer on TB #2 High Side
 - One (1) Isolation Transformer Cabinet (Line #23)
 - 120/208 3-phase AC Power panels (ACPP) Numbers 1,2,3,4,5,6,7, and 8, for breaker and transformer auxiliary equipment support, and station lighting
 - AC Power Panel shared circuits:
 - ACPP_3, Ckt_12, R210_230-925_CT_Column Heaters
 - ACPP_3, Ckt_10, R210_230_925 Lights & Receptacles
 - ACPP_3, Ckt_17, 345/115 kV Switchboard Lights
 - ACPP_4, Ckt_15, Ln21_MOD Heaters & Receptacles
 - ACPP_4, Ckt_13, Ln23_MOD_Heaters & Receptacles
 - ACPP_4, Ckt_14, “A” & “C” Bus_JB_Heaters
 - ACPP_7, Ckt_09, R100_925_Lights & Receptacles
 - ACPP_8, Ckt_11, CCVTs_JB_Heaters
 - ACPP_8, Ckt_10, MOD_Heaters & Receptacles
 - 125VDC Control Power Panels (DCPP) Numbers 11A, 11B, 11C, 12A, 12B, 21A, 21B, 22A, and 22B, for relay protection, breaker and motor operated disconnect control

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- DC Power Panel shared circuits:
 - DCPD_11B, Ckt_56, MOD_93_232_937 Power
 - DCPD_11B, Ckt_57, MOD_91_231_936 Power
 - DCPD_12B, Ckt_38, R230_915_BBU_”B” Relays
 - DCPD_21B, Ckt_47, MOD_101_927_203_Power
 - DCPD_21B, Ckt_33, R925 & R100_BBU_”A” Relays
 - DCPD_21B, Ckt_45, MOD_103_926_202_Power
 - DCPD_21B, Ckt_49, MOD_947_992_fut_Power
 - DCPD_22B, Ckt_33, R200 & R925_BBU_”B”Relays
- Control and Relay Panels in Control House #1
 - 115 kV Duplex Switchboard #1:
 - Panel 1-5F
 - Panel 1-2R
 - Panel 1-4R
 - 115 kV Duplex Switchboard #2
 - Panel 2-2F
 - Panel 2-3F
 - Panel 2-4F
 - Panel 2-5F
 - 345 kV Duplex Switchboard #1
 - Panel 1-1F
 - Panel 1-2F
 - 345 kV Duplex Switchboard #2
 - Panel 2-3F
 - Panel 2-3R
- Control and Relay Panels in Control House #2
 - 115 kV Duplex Switchboard #3
 - Panel 3-1F
 - Panel 3-2R
 - 115 kV Duplex Switchboard #4
 - Panel 4-1F
 - Panel 4-2F
 - Panel 4-3F
 - Panel 4-4F
 - 345 kV Duplex Switchboard #3
 - Panel 3-7F
 - Panel 3-8F
 - 345 kV Duplex Switchboard #4
 - Panel 4-5F

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5. Substation Components Covered by NRC Maintenance Rule, as Described in Section 10.6 of this Agreement

a. Scriba Station 115 kV Switchyard:

- Power Transformer TB-1
- Manual Disconnect Switch #118
- Manual Disconnect Switch #128
- Power Circuit Breaker R115 and CCVT
- Manual Disconnect Switch #51
- Manual Disconnect Switch #53
- Power Circuit Breaker R50 and CCVT
- Bus “C” Metering & Protective Equipment
- Manual Disconnect Switch #27
- Manual Disconnect Switch #29
- Power Transformer TB-2
- Manual Disconnect Switch #218
- Manual Disconnect Switch #228
- Power Circuit Breaker R225
- Manual Disconnect Switch #61
- Manual Disconnect Switch #63
- Power Circuit Breaker R60 and CCVT
- Bus “D” Metering & Protective Equipment
- Manual Disconnect Switch #21
- Any associated supporting equipment related to the above listed equipment

b. Scriba Station 345 kV Switchyard:

- Motor Operated Disconnect Switch #18
- Motor Operated Disconnect Switch #28
- Motor Operated Disconnect Switch #233
- Grounding Switch #23G
- Motor Operated Disconnect Switch #231
- Power Circuit Breaker R230
- Current Transformers at R230 - (3) CT Columns
- Motor Operated Disconnect Switch #232
- CCVT Line #23 (3)
- Motor Operated Disconnect Switch #926
- Power Circuit Breaker R925
- Current Transformers at R925 - (3) CT Columns
- Motor Operated Disconnect Switch #927

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- Motor Operated Disconnect Switch #991
- Bus "A" Metering & Protective Equipment
- Bus "B" Metering & Protective Equipment
- Any associated supporting equipment related to the above listed equipment

6. Jointly Owned Transmission Facilities

National Grid and NYSEG jointly own the existing transmission facilities listed below that are located at or beyond the Point of Interconnection in the Scriba Substation. In addition, National Grid and NYSEG jointly own the land on which the Scriba Substation is located.

a. Station Control Buildings

- Control Buildings #1 and #2.
- Associated HVAC, lights, cable trays, grounding, conduit, cable, and miscellaneous equipment located Control Buildings #1 and #2.

b. Station Equipment

- Ground switch 10G.
- Disconnect switch 103.
- One capacitance coupling voltage transformers collectively denominated J8910.
- Disconnect switch 101.
- Circuit breaker R100.
- Disconnect switch 102.
- Disconnect switch 937.
- Circuit breaker R935.
- Disconnect switch 936.
- Disconnect switch 212.
- Circuit breaker R210.
- Disconnect switch 211.
- Three capacitance coupling voltage transformers collectively denominated J9921.
- Ground switch 21G.
- Disconnect switch 213.
- Three capacitance coupling voltage transformers collectively denominated J8921.
- 345kV "A" Bus.
- Three potential voltage transformers collectively denominated J9991 located on "A" Bus.
- Three surge arresters located on "A" Bus.
- Disconnect switch 18.
- 345kV "B" Bus.

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- Three potential voltage transformers collectively denominated J9992 located on "B" Bus.
- Disconnect switch 28.
- Three surge arresters located on "B" Bus.
- Ground switch 9G.
- Disconnect switch 93.
- One capacitance coupling voltage transformers collectively denominated J8909.
- Disconnect switch 91.
- Circuit breaker R90.
- Disconnect switch 92.
- Disconnect switch 916.
- Circuit breaker R915.
- Disconnect switch 917.
- Disconnect switch 202.
- Circuit breaker R200.
- Disconnect switch 201.
- Three capacitance coupling voltage transformers collectively denominated J8920.
- Ground switch 20G.
- Disconnect switch 203.
- Three capacitance coupling voltage transformers collectively denominated J9920.
- AC station service including transformers, switchgear, emergency generator, switches, panels and cable.
- DC station service including batteries, chargers, switches, panels, and cables.
- Duplex switchboard panels 1, 2, 3, 4, 7, 8 and 9 in 345kV switchboard #1 and duplex switchboard panels 1, 2, 4 and 5 in 345kV switchboard #2 located in Control House #1; and switchboard panels 1, 2, 6, 7 and 8 in 345kV switchboard #3 and duplex switchboard panels 1, 2, 3, 4 and panel 5R in 345kV switchboard #4 located in Control House #2.
- Monitoring and communication equipment including DFR, tone, power line carrier and cable.
- Associated grading, grounding, conduit, foundations, structures, conductor, yard lighting, junction boxes, cable and miscellaneous equipment.

Appendix D

Security Arrangements Details

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

Appendix E

Commercial Operation Date

[Date of Upgrade]

**New York Independent System Operator, Inc.
Attn: Vice President, Operations
3890 Carman Road
Schenectady, NY 12303**

[Connecting Transmission Owner Address]

Re: _____ Large Generating Facility

Dear _____:

On **[Date]** **[Developer]** has completed Trial Operation of Unit No. 2 Upgrade. This letter confirms that **[Developer]** commenced Commercial Operation of Unit No. 2 Upgrade at the Large Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Developer Representative]

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Appendix F

Addresses for Delivery of Notices and Billings

Notices:

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.
Attn: Vice President, System and Resource Planning
10 Krey Boulevard
Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-7524

After commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.
Attn: Vice President, Operations
3890 Carman Road
Schenectady, NY 12303
Phone: (518) 356-6000
Fax: (518) 356-6118

Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a National Grid
Attn: William Malee
Director, Transmission Commercial Services
300 Erie Boulevard W.
Syracuse, NY 13202
(315) 428-5048
(315) 428-5114

NYSEG:

New York State Electric & Gas Corporation
Attn: Manager Programs/Projects; Electric Transmission Services
18 Link Drive
Binghamton, NY 13902-5224
Phone: (607) 762-8073
Fax: (607) 762-8666

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Developer:

Nine Mile Point Nuclear Station, LLC
100 Constellation Way
Suite 200C
Baltimore, MD 21201
Attn: General Counsel
Phone: 410-470-3312
Fax: 443-213-3680

Billings and Payments:

Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a National Grid
Attn: Douglas Fuess, Transmission Account Manager
300 Erie Boulevard W.
Syracuse, NY 13202

Developer:

Nine Mile Point Nuclear Station, LLC
PO Box 63, Lake Road
Lycoming, NY 13093
Attn: Finance
Phone: 315-349-5217
Fax: 315-349-1321

With a copy to:

Nine Mile Point Nuclear Station, LLC
100 Constellation Way
Suite 600C
Baltimore MD 21201
Attn: Accounts Payable
Phone: 410-495-4100
Fax: 410-495-6651

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Alternative Forms of Delivery of Notices (telephone, facsimile or email):

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.
Attn: Vice President, System and Resource Planning
10 Krey Boulevard
Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-7524

After commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.
Attn: Vice President, Operations
3890 Carman Road
Schenectady, NY 12303
Phone: (518) 356-6000
Fax: (518) 356-6118

Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a National Grid
Attn: William Malee
Director, Transmission Commercial Services
300 Erie Boulevard W.
Syracuse, NY 13202
(315) 428-5048
(315) 428-5114

NYSEG:

New York State Electric & Gas Corporation
Manager Programs/Projects; Electric Transmission Systems
18 Link Drive
Binghamton, NY 13902-5224
Phone: (607) 762-8073
Fax: (607) 762-8666

SERVICE AGREEMENT NO. 1757

Developer:

Nine Mile Point Nuclear Station, LLC
100 Constellation Way
Suite 200C
Baltimore, MD 21201
Attn: General Counsel
Phone: 410-470-3312
Fax: 443-213-3680

APPENDIX G

INTERCONNECTION REQUIREMENTS FOR A WIND GENERATING PLANT

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this LGIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, finally executed as conforming agreements, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to

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ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system.

The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the Connecting Transmission Owner for the Transmission District to which the wind generating plant will be interconnected. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.

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5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the Connecting Transmission Owner for the Transmission District to which the wind generating plant will be interconnected. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

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2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the ISO's System Reliability Impact Study shows that such a requirement is necessary to ensure safety or reliability.

The power factor range standards can be met using, for example without limitation, power electronics designed to supply this level of reactive capability (taking into account any

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limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Connecting Transmission Owner for the Transmission District to which the wind generating plant will be interconnected, or a combination of the two. The Developer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Reliability Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind plant shall provide SCADA capability to transmit data and receive instructions from the ISO and/or the Connecting Transmission Owner for the Transmission District to which the wind generating plant will be interconnected, as applicable, to protect system reliability. The Connecting Transmission Owner for the Transmission District to which the wind generating plant will be interconnected and the wind plant Developer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.