

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO filing of Agreement No. 1953 between National Grid and Erie Blvd Hydropowr

Company Filing Identifier: 565

Type of Filing Code: 10

Associated Filing Identifier: na

Tariff Title: NYISO Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Agreement No. 1953

Tariff Record Title: CRA No. 1953 between National Grid and Erie Blvd. Hydropower

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 121

Tariff Record Collation Value: 7066000

Tariff Record Parent Identifier: 2

Proposed Date: 2012-11-09

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier: na

COST REIMBURSEMENT AGREEMENT

This **COST REIMBURSEMENT AGREEMENT** (the "Agreement"), is made and entered into as of November 9, 2012 (the "Effective Date"), by and between **Erie Boulevard Hydropower, L.P.**, a limited partnership organized and existing under the laws of the State of Delaware, having an office and principal place of business at 200 Donald Lynch Boulevard, Marlborough, Massachusetts 01752 ("Customer") and **NIAGARA MOHAWK POWER CORPORATION d/b/a National Grid**, a corporation organized and existing under the laws of the State of New York, having an office and place of business at 300 Erie Boulevard West, Syracuse, New York 13202 (the "Company"). Customer and Company may be referred to hereunder, individually, as a "Party" or, collectively, as the "Parties".

WITNESSETH

WHEREAS, Customer is expanding its existing Stewarts Bridge Hydropower Generation Plant ("Customer Facilities") per the New York Independent System Operator's ("NYISO") Open Access Transmission Tariff ("OATT"), Attachment X; and

WHEREAS, the Parties anticipate the negotiation of a new Interconnection Agreement in connection with the Customer Facilities after the NYISO's 2011 Class Year process (the "Interconnection Agreement"); and

WHEREAS, Customer has requested that Company, in the interest of expediting the interconnection process, perform certain Work as described herein; and

WHEREAS, Company is willing to perform the Work, subject to reimbursement by Customer of all Company costs and expenses incurred in connection therewith;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1.0 Definitions

Wherever used in this Agreement with initial capitalization, whether in the singular or the plural, these terms shall have the following meanings:

"Agreement" means this Cost Reimbursement Agreement, including all annexes, appendices, attachments, schedules, and exhibits and any subsequent written amendments, supplements, or modifications thereto, as may be mutually agreed to and executed by the Parties.

"Company Reimbursable Costs" means the actual costs and expenses incurred by Company and/or its affiliates in connection with performance of the Work (as defined below) or otherwise incurred by Company in connection with the Project or this Agreement, and including, without limitation, any such costs that may have been incurred by Company and/or its affiliates prior to the Effective Date in connection with performance of the Work, the Project, or this Agreement. These Company Reimbursable Costs shall include, without limitation, the actual expenses for labor (including, without limitation, internal labor), services, materials, subcontracts, equipment or other expenses incurred in the execution of the Work or otherwise in connection with the Project, all applicable overhead, all federal, state and local taxes incurred, all costs of outside experts, consultants, counsel and contractors, all other third-party fees and costs, and all costs of obtaining any required permits, rights, consents, releases, approvals, or authorizations, including, without limitation, Required Regulatory Approvals.

"Day" means a calendar day, provided, that, if an obligation under this Agreement falls due on a Saturday, Sunday or legal holiday, the obligation shall be due the next business day worked.

"Dollars" and "\$" mean United States of America dollars.

"Environment" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, and ambient air.

"Environmental Law" shall mean any environmental or health-and-safety-related law, regulation, rule, ordinance, or by-law at the federal, state, or local level, whether existing as of the Effective Date, previously enforced or subsequently enacted, or any judicial or administrative interpretation thereof.

"Estimated Cost of Work" shall have the meaning set forth in Schedule A attached hereto.

"Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility 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 refer to acceptable practices, methods, or acts generally accepted in the region in which the Project is located. Good Utility Practice shall include, but not be limited to, NERC (defined below) criteria, rules, guidelines, and standards, NPCC (defined below) criteria, rules, guidelines, and standards, NYSRC (defined below) criteria, rules, guidelines, and standards, and NYISO (defined below) criteria, rules, guidelines, and standards, where applicable, and as they may be amended from time to time, including the rules, guidelines, and criteria of any successor organization to the foregoing entities. When applied to Customer, the term Good Utility Practice shall include standards applicable to a utility generator connecting to the distribution or transmission facilities or system of another utility.

“Hazardous Substances” means any pollutant, contaminant, toxic substance, hazardous material, hazardous waste, or hazardous substance, or any oil, petroleum, or petroleum product, as defined in or pursuant to the Federal Clean Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq., or any other Environmental Law.

“NPCC” shall mean the Northeast Power Coordinating Council, Inc. (a reliability council under Section 202 of the Federal Power Act) or any successor organization.

“NERC” shall mean the North American Electric Reliability Corporation or any successor organization

“NYISO” shall mean the New York Independent System Operator, Inc.

“NYSRC” shall mean the New York State Reliability Council.

“Project Manager” means the respective representative of Customer and the Company appointed pursuant to Section 27.1 of this Agreement.

“Project” means the Work to be performed under this Agreement by the Company.

“Release” shall mean any releasing, spilling, leaking, contaminating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Substances into the Environment.

“Threat of Release” shall mean a substantial likelihood of a Release that requires action to prevent or mitigate damage to the Environment that may result from such Release.

“Subcontractor” means any organization, firm or individual, regardless of tier, which Company retains in connection with the Agreement.

“Supplemental Conditions” means those terms and conditions, if included in the Agreement by mutual written agreement of the Parties, which add to or modify the Agreement and are incorporated by reference as if fully set forth in the Agreement. In the case of a conflict between the Supplemental Conditions and the Agreement, the Supplemental Conditions shall prevail.

“Work” shall have the meaning specified in Section 3.1 of this Agreement.

2.0 Term

- 2.1 This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until performance has been completed hereunder and final payment is made as contemplated by this Agreement.

- 2.2 The foregoing notwithstanding, in the event that an Interconnection Agreement is filed with FERC during the term of this Agreement, (i) upon the date FERC accepts such Interconnection Agreement (the "*FERC Acceptance Date*"), the Company shall have no further obligation to perform any Work under this Agreement, (any Work not completed hereunder to be performed subject to, and in accordance with, the terms and conditions of such Interconnection Agreement to the extent contemplated therein), and (ii) this Agreement shall terminate upon final payment by Customer of all Company Reimbursable Costs incurred during the term of this Agreement.

3.0 Scope of Work

- 3.1 The scope of work is set forth in Schedule A of this Agreement, attached hereto and incorporated herein by reference (the "*Work*").
- 3.2 Company shall use reasonable efforts to perform the Work in accordance with Good Utility Practice. Prior to completion of the Work, Customer shall have the right to notify the Company of the need for correction of defective Work that does not meet the standards of this Section 3.2. If the Work is defective within the meaning of the prior sentence, the Company shall promptly complete, correct, repair or replace such defective Work, as appropriate, at no added cost to the Customer. The remedy set forth in this Section is the sole and exclusive remedy granted to Customer for any failure of Company to meet the performance standards or requirements set forth in this Agreement.

4.0 Changes in the Work

- 4.1 Each Party shall inform the other at the start of Work in writing of the name and contact information for their respective Project Manager per Section 27.1 of this Agreement.
- 4.2 If Customer requests a change in the Work, such request shall be submitted to the Company in writing. If the Parties agree to a change in the Work, such agreed change will be set forth in writing, and the Work schedule shall be adjusted and/or extended as mutually agreed by the Parties. Any additional costs arising from such change shall be paid by the Customer as part of Company Reimbursable Costs when invoiced by the Company in accordance with Section 7.2 of this Agreement.
- 4.3 Notwithstanding the above, Company may make any reasonable changes in the Work to ensure the completion of the Project, prevent delays in the schedule, or meet the requirements of governmental authorities, laws, regulations, ordinances, Good Utility Practice and/or codes. Company shall provide Customer with written notice of the changes to the Work within fifteen (15) business days after such changes are implemented. The Work schedule shall be adjusted accordingly and any additional costs shall be paid by the Customer as part of Company Reimbursable Costs when invoiced by the Company in accordance with Section 7.2 of this Agreement.

5.0 **Performance and Schedule**

- 5.1 The Company shall use commercially-reasonable efforts to attempt to have Work performed by its direct employees performed during normal working hours. The foregoing notwithstanding, if Work is performed outside of normal working hours, Customer shall be responsible for paying all actual costs incurred in connection therewith, including, without limitation, applicable overtime costs, as part of Company Reimbursable Costs.
- 5.2 If Customer requests, and the Company agrees, to work outside normal working hours due to delays in the Project schedule or for other reasons, Company shall be entitled to recover all resulting costs as part of Company Reimbursable Costs.
- 5.3 The Projected Milestone Schedule is set forth in Schedule B, attached hereto and incorporated herein by reference. The Projected Milestone Schedule is a projection only and is subject to change. Neither Party shall be liable for failure to meet the Preliminary Milestone Schedule, any milestone, or any other projected or preliminary schedule in connection with this Agreement or the Project.

6.0 **Estimate Only; Customer Obligation to Pay Company Reimbursable Costs.**

- 6.1 The Work Cost Estimate (as defined in Schedule A) of Company Reimbursable Costs is a good faith estimate (exclusive of taxes) only and shall not limit Customer's obligation to pay Company for all Company Reimbursable Costs actually incurred by Company and/or its affiliates, subject to the terms and conditions set forth in this Agreement.

7.0 **Payment**

- 7.1 Customer shall pay or reimburse Company for all Company Reimbursable Costs. Within thirty (30) Days following the Effective Date, the Company shall invoice Customer for an initial prepayment of One Hundred Seventy-Five Thousand dollars (\$175,000) ("Initial Prepayment") and Customer shall pay the Initial Prepayment to Company within five (5) Days of the invoice due date. Company shall not be obligated to commence Work under this Agreement prior to receiving the Initial Prepayment.
- 7.2 Company may periodically invoice Customer for Company Reimbursable Costs incurred. Company is not required to issue periodic invoices to Customer and may elect, in its sole discretion, to continue performance hereunder after the depletion of the Initial Prepayment and invoice Customer at a later date. Except as otherwise expressly provided for in this Agreement, all invoices shall be due and payable thirty (30) Days from date of invoice. If any payment due under this Agreement is not received within five (5) days after the applicable invoice due date, the Customer shall pay to the Company interest on the unpaid amount at an

annual rate equal to two percent (2%) above the prime rate of interest from time to time published under "Money Rates" in The Wall Street Journal (or if at the time of determination thereof, such rate is not being published in The Wall Street Journal, such comparable rate from a federally insured bank in New York, New York as the Company may reasonably determine), the rate to be calculated daily from and including the due date until payment is made in full. In addition to any other rights and remedies available to Company, if any payment due from Customer under this Agreement is not received within five (5) Days after the applicable invoice due date, Company may suspend any or all Work pending receipt of all amounts due from Customer.

- 7.3 Company's invoices to Customer for all sums owed under this Agreement shall be sent to the individual and address specified below, or to such other individual and address as Customer may designate upon written notice to the Company :

Name: Matt Johnson, Compliance Manager

Address: **Brookfield Renewable Energy Group**
399 Big Bay Road
Queensbury, NY 12804
T 518.743.2081 C 518.368.4663 F 518.745.4292
matt.johnson@brookfieldrenewable.com

- 7.4 Payments to the Company shall be made by wire transfer to:

Wire Payment: JP Morgan Chase
ABA#.021000021
Credit: National Grid USA
Account#.77149642

- 7.5 If the FERC Acceptance Date occurs before the Initial Prepayment or any additional prepayment has been fully used to pay invoices for Work performed by the Company under this Agreement, the Company shall be authorized to apply the remaining balance of the Initial Prepayment and/or any additional prepayments to invoices charged to Customer under the Interconnection Agreement. The Company shall adjust the security to be provided under the Interconnection Agreement to reflect the Initial Prepayment and any additional prepayments received by the Company under this Agreement. Anything in this Agreement to the contrary notwithstanding, this Section 7.5 shall survive the termination of this Agreement if the Agreement is terminated pursuant to Section 2.2 hereof.

8.0 **Final Payment**

- 8.1 Following completion of the Work (or, if earlier, the FERC Acceptance Date), the Company shall perform an overall reconciliation of the total of all Company Reimbursable Costs to the invoiced costs previously paid to Company by

Customer under this Agreement (“*Total Payments Made*”). If the total of all Company Reimbursable Costs is greater than the Total Payments Made, the Company shall provide a final invoice to Customer for the balance due to the Company under this Agreement (the “*Balance Amount*”). If the Total Payments Made is greater than the total of all Company Reimbursable Costs, Company shall reimburse the difference to Customer (“*Reimbursement Amount*”) or, if applicable, may apply the Reimbursement Amount as contemplated in Section 7.5 of this Agreement. The Reimbursement Amount or Balance Amount, as applicable, shall be due and payable upon final reconciliation but no later than sixty (60) Days after such reconciliation. Any portion of the Balance Amount or Reimbursement Amount, as applicable, remaining unpaid after that time shall be subject to interest as calculated pursuant Section 7.2 of this Agreement.

9.0 **Customer’s Responsibilities**

- 9.1 The Customer’s responsibilities are set forth in Schedule C of this Agreement, attached hereto and incorporated herein by reference.
- 9.2 Customer shall reasonably cooperate with Company as required to facilitate Company’s performance of the Work.
- 9.3 Company shall have no responsibility or liability under this Agreement for any delay in performance, defective performance or nonperformance to the extent such delay in performance, defective performance or nonperformance is caused by the inability or failure of (a) Customer to cooperate or to perform any tasks or responsibilities contemplated to be performed or undertaken by the Customer in Schedule C or elsewhere in this Agreement, or (b) Customer and Company to reach agreement on any matter requiring their mutual agreement under the terms of this Agreement.

10.0 **Meetings**

- 10.1 Each Party’s Project Manager shall attend Project meetings at times and places mutually agreed to by the Parties.

11.0 **Disclaimers**

11.1 THE COMPANY IS NOT IN THE BUSINESS OF PERFORMING DESIGN, ENGINEERING OR CONSTRUCTION SERVICES FOR PROFIT AND IS NOT RECEIVING ANY FEE OR PROFIT (AS CONTRASTED WITH COST REIMBURSEMENT) FOR ITS PERFORMANCE OF THE WORK HEREUNDER. THE EXCLUSIVE REMEDY GRANTED TO CUSTOMER FOR ANY ALLEGED FAILURE OF COMPANY TO MEET THE PERFORMANCE STANDARDS OR REQUIREMENTS SET FORTH HEREIN IS AS SET FORTH IN SECTION 3.2. COMPANY MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THE AGREEMENT, ANY PROJECT, OR ANY WORK OR SERVICES PERFORMED IN CONNECTION THEREWITH, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, SERVICES OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE WORK, INCLUDING ITEMS INCORPORATED IN THE WORK ("THIRD PARTY WARRANTIES"), ARE NOT TO BE CONSIDERED WARRANTIES OF THE COMPANY AND THE COMPANY MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

11.2 Notwithstanding any other provision of this Agreement, this Article shall survive the termination, cancellation or expiration of this Agreement.

12.0 **Liability and Indemnification**

- 12.1 To the fullest extent permitted by applicable law, Customer shall indemnify and hold harmless, and at Company's option, defend Company, its parents and affiliates and their respective contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by Customer, its parents or affiliates, third-party contractors, or their respective officers, directors, servants, agents, representatives, or employees, or (ii) the negligence, unlawful act or omission, or intentional misconduct of Customer, its parents or affiliates, third-party contractors, or their respective officers, directors, servants, agents, representatives, and employees, arising out of or in connection with this Agreement, the Project, or any Work, except to the extent such Damages are directly caused by the negligence, intentional misconduct or unlawful act of the Company or any person or entity for whom Company is legally responsible.
- 12.2 Customer shall defend, indemnify and save harmless Company, its parents and affiliates and their respective contractors, officers, directors, servants, agents, representatives, and employees, from and against any and all liabilities, losses, costs, counsel fees, expenses, damages, judgments, decrees and appeals resulting from any charge or encumbrance in the nature of a laborer's, mechanic's or materialman's lien asserted by any of Customer's subcontractors or suppliers in connection with the Work or the Project. Customer shall also protect, indemnify and hold harmless the Company and its affiliates from and against the cost consequences of any tax liability imposed against or on Company and/or its affiliates as the result of payments, and/or real or personal property transfers, made in connection with this Agreement, as well as any related interest and penalties, other than interest and penalties attributable to any delay directly caused by Company or the applicable Company affiliate.
- 12.3 The Company's total cumulative liability to Customer for all claims of any kind, whether based upon contract, tort (including negligence and strict liability), or otherwise, for any loss, injury, or damage connected with, or resulting from, this Agreement or the Work, shall not exceed the aggregate amount of all payments made to Company by Customer under this Agreement.
- 12.4 Neither Party shall be liable to the other Party for consequential, indirect, special, incidental, multiple, or punitive damages (including, without limitation, attorneys' fees or litigation costs) in connection with or related to this Agreement, including, without limitation, damage claims based on causes of action for breach of contract, tort (including negligence), or any other theory of recovery, whether or not (i) such damages were reasonably foreseeable or (ii) the Parties were advised or aware that such damages might be incurred.

- 12.5 Neither Party shall be liable to the other Party for claims of lost profits, delays, loss of use, business interruption, or claims of customers, whether such claims are categorized as direct or consequential damages, or whatever the theory of recovery, and whether or not (i) such damages were reasonably foreseeable or (ii) the Parties were advised or aware that such damages might be incurred.
- 12.6 Anything in this Agreement to the contrary notwithstanding, neither Party shall be responsible for any failure or inability to perform hereunder to the extent such failure or inability is caused by the acts or omissions of the other Party (including any contractor of such Party or any person or entity for whom such Party is legally responsible) or any third party (other than a subcontractor of the Party that is unable or failing to perform hereunder).
- 12.7 Notwithstanding any other provision of this Agreement, this Article shall survive the termination, cancellation or expiration of this Agreement.

13.0 **Employee Claims; Insurance**

- 13.1 The Company elects to self-insure to maintain the insurance coverage amounts set forth in Schedule D of this Agreement.
- 13.2 Prior to commencing Work on the Project and during the term of the Agreement, the Customer, at its own cost and expense, shall procure and maintain insurance in form and amounts set forth in Schedule D of this Agreement, or shall, at the Customer's sole and absolute discretion, elect to self-insure provided that the Customer provides written notice to the Company prior to commencing any Work under this Agreement.
- 13.3 Prior to commencing the Work, the Customer, provided that that the Customer does not elect to self-insure, shall have its insurer, if any, furnish to the Company certificates of insurance, on forms approved by the Insurance Commissioner of the State of New York, evidencing the insurance coverage required by this Article 13.0.
- 13.4 Each Party shall be separately responsible for insuring its own property and operations.

14.0 **Assignment and Subcontracting**

14.1 Each Party may assign this Agreement or any part thereof to any affiliated entity controlling, controlled by, or under common control with, the assigning Party provided such assignee shall be bound by the terms and conditions of this Agreement. For purposes of this Section, "control" of an entity shall mean the ownership of, with right to vote, fifty percent (50%) or more of the outstanding voting securities or equity of such entity. Any assignment of this Agreement in violation of the foregoing shall be voidable at the option of the non-assigning Party. Each Party has the right to subcontract some or all of the work to be performed by such Party under the terms of this Agreement. Each Party may also use the services of its affiliates in connection with its performance under this Agreement.

15.0 **Independent Contractor**

15.1 Company and Customer shall be independent contractors, and neither Party shall be deemed to be an agent of the other Party.

16.0 **Examination, Inspection and Witnessing**

16.1 Subject to Customer's and its representatives' compliance with Company's security, safety, escort and other access requirements, the Customer and/or its representatives shall have the right to inspect and examine the Work, from time to time, at Customer's sole cost and expense, with reasonable prior notice to Company. Unless otherwise agreed between the Parties, such inspections, examinations and tests shall be scheduled during normal business hours.

16.2 Company shall inspect all Work and make or cause to be made all tests required by Good Utility Practice at Customer's sole cost and expense.

16.3 At times and places mutually agreed to by the Parties, Customer and Company, or their respective designated representatives, shall be entitled to witness any test contemplated by this Agreement.

17.0 **Safety**

17.1 Each Party shall be solely responsible for the safety and supervision of its own employees, representatives and contractors involved with the Work or on the Sites. In connection with the Project, both Parties shall, and shall require their respective representatives, contractors, and employees to, comply with all applicable Federal, state and local health and safety requirements, rules, regulations, laws and ordinances, including without limitation, the safety regulations adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time. While on the property (including, without limitation, easements or rights of way) of, or accessing the facilities of, the other Party, each Party's employees and/or contractors and agents shall at all times abide by the other Party's safety standards and policies, switching and tagging rules, and escort and other applicable access requirements. The Party owning or controlling the property or facilities shall have the authority to suspend the other Party's access, work or operations in and around such property or facilities if, in its sole judgment, at any time hazardous conditions arise or any unsafe practices are being followed by the other Party's employees, agents, representatives or contractors.

18.0 **Approvals, Permits and Easements**

18.1 The actual cost of obtaining all permits, licenses, permissions, or consents obtained by Company as necessary for the Project and the Work shall be paid for by Customer as part of Company Reimbursable Costs.

19.0 **Environmental Protection; Hazardous Substances or Conditions**

19.1 The Company shall in no event be liable to Customer, its affiliates or contractors, their respective officers, directors, employees, agents, servants, or representatives, or any third party with respect to, or in connection with, the presence of any Hazardous Substances which may be present at or on any Customer or third party owned, occupied, used, or operated property or facility (including, without limitation, easements, rights-of-way, or other third-party property) or which the Company, its affiliates or contractors, their respective officers, directors, employees, agents, servants, or representatives may discover, release, or generate at or on such properties or facilities through no negligent or unlawful act of the Company. Customer agrees to hold harmless, defend, and indemnify the Company, its affiliates and contractors, and their respective directors, officers, agents, servants, employees and representatives from and against any and all claims and/or liability in connection with, relating to, or arising out of (i) the presence, discovery, release, threat of release or generation of Hazardous Substances, or (ii) the breach of any Federal, state, or local laws, rules, regulations, codes, or ordinances relating to the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., except to the extent such presence, discovery, release, threat of release, generation or breach is or are directly and solely caused by the negligent or unlawful act of the Company or of

any person or entity for whom the Company is legally responsible. The obligations under this Section shall not be limited in any way by any limitation on Customer's insurance or by any limitation of liability or disclaimer provisions contained in this Agreement. The provisions of this Section shall survive the expiration, cancellation or earlier termination of this Agreement.

- 19.2 Customer shall promptly inform the Company, in writing, of any Hazardous Substances, or unsafe, dangerous, or potentially dangerous, conditions or structures, whether above-ground or underground, that are present on, under, over, or in Customer- owned, occupied, used, or operated facilities or property (including, without limitation, easements, rights-of-way, or other third-party property) to be used or accessed in connection with the Work or the Project. Prior to commencement of the Work, Customer shall be obligated to use its best efforts (including, without limitation, the use of DIGSAFE or other similar services) to adequately investigate the presence and nature of any such Hazardous Substances, or unsafe, dangerous, or potentially dangerous, conditions or structures, and to promptly, fully, and in writing, communicate the results thereof to the Company. Customer's provision to the Company of the information contemplated in this Section shall in no event give rise to any liability or obligation on the part of the Company, nor shall Customer's obligations under this Agreement, or under law, be decreased or diminished thereby.

20.0 **Suspension of Work**

- 20.1 Subject to Section 21.2, below, Customer may interrupt, suspend, or delay the Work upon written notice to the Company specifying the nature and expected duration of the interruption, suspension, or delay. Customer shall be responsible to pay Company for all Work- and/or Project- related costs incurred by Company that arise as a result of such interruption, suspension or delay.
- 20.2 As a precondition to the Company resuming the Work following a suspension under Section 21.1, the Projected Milestone Schedule and the Work Cost Estimate shall be revised as mutually agreed by the Parties to reflect the interruption, suspension, or delay. Adjustments to the Company Reimbursable Costs shall include any Work- and/or Project- related costs or expenses the Company incurs as a result of the interruption, suspension, or delay.

21.0 **Right to Terminate Agreement**

- 21.1 Notwithstanding any other provision of this Agreement, if either Party (a) fails to comply with any of the material terms or conditions of the Agreement; (b) sells or transfers all or substantially all of its assets; (c) enters into any voluntary or involuntary bankruptcy proceeding or receivership; or (d) makes a general assignment for the benefit of its creditors, then the other Party shall have the right, without prejudice to any other right or remedy and after giving five (5) Days' written prior notice to the other Party and a reasonable opportunity for cure (not to exceed thirty (30) days in the case of a failure to pay amounts when due), to terminate this Agreement, in whole or in part, and thereupon each Party shall

immediately discontinue its performance hereunder to the extent feasible and make every reasonable effort to procure cancellation of existing Work- and/or Project- related commitments, orders and contracts upon terms that are reasonably expected to minimize all associated costs. However, nothing herein will restrict Company's ability to complete aspects of the Work that Company must reasonably complete in order to return its facilities and the Sites to a configuration in compliance with Good Utility Practice and all applicable laws, codes, regulations and standards.

21.2 In the event of any early termination or cancellation of the Work as contemplated in this Agreement, Customer shall pay Company the Company Reimbursable Costs for:

- a. all Work completed on or before the effective date of termination or cancellation;
- b. other costs reasonably incurred by Company in connection with the Work prior to Company's receipt of the termination or cancellation notice for materials, equipment, tools, construction equipment and machinery, engineering and other items, materials, assets or services which cannot reasonably be avoided, mitigated or cancelled;
- c. costs reasonably incurred to unwind Work performed prior to Company's receipt of the termination or cancellation notice to the extent reasonably necessary to return Company's facilities and the Sites to a configuration in compliance with Good Utility Practice and all applicable laws, codes, regulations and standards, including, without limitation, applicable North American Electric Reliability Council and Northeast Power Coordinating Council protection;
- d. all cancellation costs relating to orders or contracts entered into in connection with the Work prior to the effective date of termination or cancellation; and
- e. reasonable demobilization expenses incurred by Company which cannot be reasonably avoided or mitigated.

22.0 **Delays; Unforeseen Difficulties**

22.1 Any delays or failure of performance by Company shall not constitute a default and shall be excused hereunder, if and to the extent such delays or failures of performance are caused by unforeseen conditions or occurrences beyond the reasonable control of the Company. The price and time for performance under this Agreement shall be adjusted accordingly.

23.0 **Force Majeure**

- 23.1 A “*Force Majeure Event*” shall include fire, flood, windstorm, adverse weather conditions, emergencies, explosion, terrorism, riot, war, sabotage, acts of God, strikes or labor slow-downs, court injunction or order, federal and/or state law or regulation, delays by governmental authorities in approving regulatory, license and permit requests necessary in connection with the Work or Project, or order by any federal or state regulatory agency, or other similar causes beyond the affected Party’s reasonable control. Without limiting the foregoing, a “Force Majeure Event” shall also include unavailability of personnel, equipment, supplies, or other resources (“*Resources*”) due to diversion of such Resources for other utility-related duties in connection with an emergency or other similar contingency, including, without limitation, storms or other adverse weather condition. If a Force Majeure Event should occur and impair the ability of either or both Parties to perform its, or their respective, obligations hereunder, then, to the extent affected by such Force Majeure Event, the performance of this Agreement, with the exception of payment obligations, shall be suspended for the duration of such Force Majeure Event. At the conclusion of a Force Majeure Event, the price and time for performance under this Agreement shall be adjusted as reasonably necessary to overcome the effect of the delay occasioned by such Force Majeure Event. The foregoing notwithstanding and with the exception of payment obligations, if, as the direct or indirect result of any Force Majeure Event, the Parties’ continued performance hereunder becomes irreparably impaired or prevented, the Parties may mutually agree to terminate this Agreement, in whole or in part, with no further obligation or liability; provided, however, that, notwithstanding any such termination, Customer shall pay the Company all of the Company’s Company Reimbursable Costs incurred up to the effective date of such termination.
- 23.2 Within thirty (30) Days after the termination of any delay occasioned by a Force Majeure Event, the affected Party shall give written notice to the other Party specifying the estimated impact of the delay.

24.0 **Extensions of Time**

- 24.1 Company may reasonably request an extension to the schedule for changes in the Project, as contemplated by Article 4.0, and for events of Force Majeure, as provided in Article 23.0.

25.0 **Proprietary and Confidential Information**

- 25.1 Each Party acknowledges that in the course of the performance of this Agreement it may have access to Proprietary Information, as hereinafter defined, of the other Party. Proprietary Information shall include (i) all technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party (as such term is defined below), or its affiliates (or Disclosing Party’s or its affiliates’ agents, servants, contractors, or employees) to the Receiving Party or its Representatives (as such terms are defined below) in connection with the Project or the Work and that is described or identified (at the time of disclosure) as being

non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed; (ii) any market sensitive information (including, without limitation, outages scheduled on generators or transmission lines of any Party or any third party), and (iii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements, or any other thing prepared or derived by the Receiving Party or its Representatives from the information described in (i) or (ii) preceding. All Proprietary Information in tangible form of expression which has been delivered (or thereafter created by copy or reproduction pursuant to this Agreement) shall be and remain the property of the Party which is disclosing such Proprietary Information (the "Disclosing Party").

- 25.2 General Restrictions. Upon receiving Proprietary Information, the receiving Party (the "Receiving Party") and its Representative shall keep in strict confidence and not disclose to any person (with the exception of the Representatives of the Receiving Party, to the extent each such Representative has a need to know in connection herewith) any of the Disclosing Party's Proprietary Information except as otherwise provided by the terms and conditions of this Agreement. The Receiving Party and its Representatives shall not use such Proprietary Information except for the purposes identified herein without the prior written approval of the Disclosing Party. The Receiving Party shall be solely liable for any breach of this Section to the extent caused by its Representatives. For purposes of this Section, the term "Representative(s)" shall mean the affiliates of the Receiving Party and the officers, directors, employees, contractors, and representatives of such Receiving Party and of its affiliates. Customer agrees that any Proprietary Information will be used solely for the Project and will not be used, either directly or indirectly, for the Customer's financial gain and/or commercial advantage or in violation of any applicable laws, rules or regulations.
- 25.3 Additional Marking Requirements. In the event either Party discloses its Proprietary Information to the other Party unmarked or in oral or visual form, the Disclosing Party shall notify the Receiving Party in writing that such Information is deemed proprietary within forty-eight (48) hours of its disclosure. Such Proprietary Information shall be treated in the manner set forth above from the date such written notice is received.
- 25.4 Exceptions. The Receiving Party shall not be precluded from, nor liable for, disclosure or use of any Proprietary Information if:
- 25.4.1 the Proprietary Information is in or enters the public domain, other than by a breach of this Section; or
 - 25.4.2 the Proprietary Information is known to the Receiving Party or its Representatives at the time of first disclosure hereunder, or thereafter becomes known to the Receiving Party or its Representatives prior to or subsequent to such disclosure without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or

- 25.4.3 the Proprietary Information is developed by the Receiving Party or its Representatives independently of any disclosure under this Agreement as evidenced by written records; or
- 25.4.4 the Proprietary Information is disclosed more than three (3) years after first receipt of the disclosed Proprietary Information, or three (3) years after the termination or expiration of this Agreement, whichever occurs later ; or
- 25.4.5 the Disclosing Party consents to the disclosure or use of the Proprietary Information; or
- 25.4.6 the Receiving Party or its Representatives has a reasonable belief that disclosure of the Proprietary Information is necessary for public safety reasons and has attempted to provide as much advance notice of the disclosure to the Disclosing Party as is practicable under the circumstances.

Anything in this Section or the Agreement to the contrary notwithstanding, the Receiving Party or its Representative(s) may disclose Proprietary Information of the other Party to the extent the Receiving Party or its Representative(s) is required to do so by law , by a court, or by other governmental or regulatory authorities; provided, however, that, if permitted to do so by applicable law, the Receiving Party shall give the Disclosing Party written notice of any such required disclosure prior to such disclosure being made so that the Disclosing Party may seek a protective order with respect to such Proprietary Information. Receiving Party will reasonably cooperate with the Disclosing Party to obtain such protective order.

- 25.5 The Parties acknowledge that information and/or data disclosed under this Agreement may include “critical energy infrastructure information” under applicable Federal Energy Regulatory Commission (“*FERC*”) rules and policies (“*CEII*”). Receiving Party shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC regulations, rules, orders and policies) applicable to any such CEII disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities.

Neither the Receiving Party nor its Representatives shall divulge any such CEII to any person or entity, directly or indirectly, unless permitted to do so by law and unless the Receiving Party has first obtained, in each case, the express specific written consent of the Disclosing Party and any affected affiliate of the Disclosing Party. In any event, to the extent that the Receiving Party or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, court or other governmental body, the Receiving Party shall, in addition to obtaining the Disclosing Party's and its affiliate's prior written consent (as applicable), seek a protective order or other procedural protections to ensure that such information is accorded CEII status and is otherwise treated as confidential.

With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Agreement, this Section shall govern in connection with such CEII.

25.6 This Article shall survive any termination, expiration or cancellation of this Agreement.

26.0 **Governing Law**

26.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of New York, without reference to such State's conflict-of-laws doctrine.

26.1.1 The Company and Customer agree to submit to the personal jurisdiction of the courts in the State of New York, or the Federal District courts in the State of New York, as permitted by law, with respect to any matter or dispute arising out of this Agreement.

26.2 For the avoidance of doubt: neither Party shall be required to undertake or complete any action or performance under this Agreement that is inconsistent with such Party's standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Good Utility Practice and/or any federal, state and/or local laws, regulations, rules, ordinances, codes, any directive or order of any governmental authority having jurisdiction, or any NYISO, NPCC, and/or NYSRC requirements.

27.0 **Miscellaneous**

- 27.1 **Project Managers.** Promptly following the Effective Date, each Party shall designate a Project Manager and shall provide the other Party with a written notice containing the name and contact information of its Project Manager. Whenever either Party is entitled to approve a matter, the Project Manager for the Party responsible for the matter shall notify the Project Manager of the other Party of the nature of such matter. The Project Managers shall discuss such matter, and each Project Manager shall confer on such matter on behalf of his/her Party. The foregoing notwithstanding, in no event shall any Project Manager be authorized to amend or modify the provisions of this Agreement.
- 27.2 **Dispute Resolution.** Any dispute arising under this Agreement shall be the subject of good-faith negotiations between the Parties. Each Party shall designate one or more representatives with the authority to negotiate the matter in dispute for the purpose of participating in such negotiations. Unless a Party identifies exigent circumstances reasonably requiring expedited resolution of the dispute by a court or agency with jurisdiction over the dispute, any dispute that is not resolved through good-faith negotiations after a negotiation period of not less than sixty (60) days may be submitted by either Party for resolution to a court or to an agency with jurisdiction over the dispute. Notwithstanding the foregoing, any dispute arising under this Agreement may be submitted to non-binding arbitration or any other form of alternative dispute resolution upon the agreement of both Parties to participate in such an alternative dispute resolution process. During the pendency of any dispute, the Parties will continue to execute their obligations under the Agreement, except for disputed portions thereof, unless otherwise mutually agreed in writing.
- 27.3 **Compliance with Law.** Each Party shall comply, at all times, with, and procure the compliance, at all times, by all of its subcontractors with, all applicable federal, state, and local laws, rules, codes, regulations, and ordinances in connection with this Agreement and performance of the Work hereunder. Such compliance shall include, among other things, compliance with all applicable wage and hour laws and regulations and all other laws and regulations dealing with or relating to the employment of persons, and the payment of contributions, premiums, and taxes required by such laws and regulations.
- 27.4 **Form and Address.** All notices, invoices and other communications from either Party to the other hereunder shall be in writing and shall be deemed received (i) upon actual receipt when personally delivered, (ii) upon acknowledgment of receipt if sent by facsimile, (iii) upon the expiration of the third (3rd) business Day after being deposited in the United States mails, postage prepaid, certified or registered mail, or (iv) upon the expiration of one (1) business Day after being deposited during the regular business hours for next-day delivery and prepaid for overnight delivery with a national overnight courier, addressed to the other Party. Each Party may change its address by giving the other Party notice thereof in conformity with this Section. Any payments made under this Agreement, if made by mail, shall be deemed to have been made on the date of receipt thereof.

- 27.5 **Exercise of Right.** No failure or delay on the part of either Party in exercising any right, power, or privilege hereunder, and no course of dealing between the Parties, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 27.6 **Additional Actions and Documents.** Each Party hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms, and conditions of this Agreement, whether at or after the execution of this Agreement.
- 27.7 **Headings.** The descriptive headings of the several Articles, sections, and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Such headings shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.
- 27.8 **Incorporation of Schedules and Exhibits.** The schedules, attachments and exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written in whole herein. In the event that any inconsistency exists between the provisions of this Agreement and any schedules, attachments or exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such schedules, attachments or exhibits.
- 27.9 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument. This Agreement may also be executed via counterpart facsimiles or in "PDF" format by electronic mail upon (a) the telecopy or emailing by each Party of a signed signature page thereof to the other Party, with, in the case of facsimile, return receipt requested and received and (b) the Parties' agreement that they will each concurrently post a fully executed original counterpart of this Agreement to the other Party.
- 27.10 **Prior Agreements; Modifications.** This Agreement and the schedules, attachments, and exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments, or representations concerning the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are expressly contained herein. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against whom the amendment, modification, or waiver is sought to be enforced. The Project Managers shall not be authorized representatives within the meaning of this Section.

- 27.11 **Severability.** Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.
- 27.12 **Nouns and Pronouns.** Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.
- 27.13 **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer on any person, other than the Parties, any rights or remedies under or by reason of this Agreement.
- 27.14 **Validity; Required Regulatory Approvals.** Each Party hereby represents that the provisions of this Agreement constitute valid and legally binding obligations of such Party and are enforceable in accordance with their terms.

The obligations of each Party under this Agreement are expressly contingent upon (i) each Party receiving all approvals, authorizations, consents, franchises, Permits, and licenses from any local, state, or federal regulatory agency or other governmental agency that may be required for such Party in connection with the performance of such Party's obligations under or in connection with this Agreement (the "*Required Regulatory Approvals*") (ii) each Required Regulatory Approval being granted without the imposition of any modification or condition of the terms of this Agreement or the subject transactions, unless such modification(s) or condition(s) are agreed to by both Parties in their respective sole discretion and (iii) all applicable appeal periods with respect to the Required Regulatory Approvals having expired without any appeal having been made or, if such an appeal has been made, a full, final and non-appealable determination having been made regarding same by a court or other administrative body of competent jurisdiction, which determination disposes of or otherwise resolves such appeal (or appeals) to the satisfaction of both Parties in their respective sole discretion. If any application is made in connection with seeking any Required Regulatory Approval and is denied, or is granted in a form, or subject to conditions, that either Party rejects, in its sole discretion, as unacceptable, this Agreement shall terminate as of the date that a Party notifies the other Party of such denial or rejection, in which event the obligations of the Parties under this Agreement shall cease as of such date and this Agreement shall terminate, subject to Customer's obligation to pay Company for all Company Reimbursable Costs incurred through the effective termination date. All of the Company's actual costs for obtaining Required Regulatory Approvals shall be included within the meaning of the term Company Reimbursable Costs and shall be paid for by Customer.

27.15 **Notices** All formal notices, demands, or communications under this Agreement shall be submitted in writing either by hand, registered or certified mail, or recognized overnight mail carrier to:

To Customer : Matt Johnson, Compliance Manager
Brookfield Renewable Energy Group
399 Big Bay Road
Queensbury, NY 12804
T 518.743.2081

To Company: Mr. William Malee
Director, Transmission Commercial
Services
Niagara Mohawk Power Corporation
d/b/a National Grid
40 Sylvan Road
Waltham, MA 02451
(781) 907-2422

[Signatures are on following page.]

IN WITNESS WHEREOF, each Party has executed this Agreement by its duly authorized representative as of the Effective Date.

ERIE BOULEVARD HYDROPOWER, L.P.

By: 
Name: Thomas Ancher
Title: General Manager

NIAGARA MOHAWK POWER CORPORATION d/b/a National Grid

By: 
Name: William L. Malee
Title: Director, Transmission Commercial

Schedule A: Scope of Work

Until the FERC Acceptance Date, COMPANY shall perform the following Work under this Agreement:

1. Design, engineering, procurement, construction and testing of the Connecting Transmission Owner's (COMPANY's) attachment facilities as described in the attached Facility Study (Schedule E)
2. Engineering review and field verifications as required on the Developer's (CUSTOMER's) Attachment Facilities (DAF) as described in Schedule E.

[NOTE: COMPANY's specifications for electrical requirements referenced for this Agreement include: ESB-750; ESB-752; ESB-755 and ESB-756, Appendix A as such may be amended, modified and superseded from time to time. See:

https://www.nationalgridus.com/niagaramohawk/construction/3_elec_specs.asp

Schedule B: Projected Milestone Schedule

PROJECTED MILESTONE SCHEDULE

Task	Milestone	Date	Responsible Party
1.	Execute Agreement	November, 2012	Customer/Company
2.	Invoice and Payment of Pre- Payment	November, 2012	Customer/Company
2.	Start Engineering and Procurement	November, 2012	Company
4.	Complete Engineering and Procurement	February, 2013	Company

The dates above represent the Parties' preliminary schedule, which is subject to adjustment, alteration, and extension.

Schedule C: Customer's Responsibilities

Customer shall provide:

1. If and to the extent applicable or under the control of the Customer, complete and accurate information regarding requirements relating to the Work, including, without limitation, constraints, space requirements, underground or hidden facilities and structures, and all applicable drawings and specifications; and
2. Company access to the Site where Work is to be performed and adequate parking for Company vehicles; and
3. Other responsibilities and access deemed necessary by COMPANY to facilitate performance of the Work .

Schedule D

{INSURANCE REQUIREMENTS}

- Workers Compensation and Employers Liability Insurance as required by the State of **New York**. If required, coverage shall include the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act.
 - Public Liability (Including Contractual Liability), covering all activities and operations to be performed by it under this Agreement, with the following minimum limits:
 - (A) Bodily Injury - \$1,000,000/\$1,000,000
Property Damage - \$1,000,000/\$1,000,000
OR
 - (B) Combined Single Limit - \$1,000,000
OR
 - (C) Bodily Injury and Property Damage per Occurrence - \$1,000,000
General Aggregate & Product Aggregate - \$2,000,000 each
 - Umbrella or Excess Liability, coverage with a minimum limit of \$ 4,000,000.
1. Upon request, either Party shall promptly provide the requesting Party with either evidence of insurance or certificates of insurance evidencing the insurance coverage above. Customer shall provide such certificates or evidence of insurance to Company at the following address:

To: National Grid c/o NIAGARA MOHAWK POWER CORPORATION
Attention: Risk Management, A-4
300 Erie Boulevard West
Syracuse, NY 13202

Company shall provide such certificates or evidence of insurance to Customer at the following address:

To: Matt Johnson, Compliance Manager
Brookfield Renewable Energy Group
399 Big Bay Road
Queensbury, NY 12804
T 518.743.2081

2. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
3. If a party fails to secure or maintain any insurance coverage, or any insurance coverage is canceled before the completion of all services provided under this Agreement, and such party fails immediately to procure such insurance as specified herein, then the non-defaulting party has the right but not the obligation to procure such insurance and, at its option, either bill the cost thereof to the defaulting party or deduct the cost thereof from any sum due the defaulting party under this Agreement.

4. To the extent requested, both Parties shall furnish to each other copies of any accidents report(s) sent to the Party's insurance carriers covering accidents or incidents occurring in connection with or as a result of the performance of the Work for the Project under this Agreement.
5. Each Party shall comply with any governmental and/or site-specific insurance requirements even if not stated herein.
6. By the date that such coverage is required, each Party represents to the other that it will have full policy limits available and shall notify each other in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.
7. Customer shall name the Company as an additional insured for all coverages except Workers' Compensation and Employers Liability Insurance in order to provide the Company with protection from liability arising out of activities of Customer relating to the Project and associated Work.

SCHEDULE E

**NYISO Class Year 2012
Part 1 Facilities Study Report
for the
Stewarts Bridge Hydro
Generation Facility
3 MW Expansion
(Queue #355)**

**Stewarts Bridge Reservoir
Hadley, NY**

"THIS DOCUMENT AND ANY ATTACHMENTS HERETO ("DOCUMENT") IS MADE AVAILABLE BY NATIONAL GRID USA UPON AND SUBJECT TO THE EXPRESS UNDERSTANDING THAT: (A) NEITHER NATIONAL GRID NOR ANY OF ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, OR EMPLOYEES MAKES ANY WARRANTY, ASSURANCE, GUARANTY, OR REPRESENTATION WITH RESPECT TO THE CONTENTS OF THE DOCUMENT OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED OR REFERENCED IN THE DOCUMENT, AND (B) NATIONAL GRID USA, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, AND EMPLOYEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR INACCURACIES, ERRORS, OR OMISSIONS IN, OR ANY BUSINESS OR POLICY DECISIONS MADE BY ANY DIRECT OR INDIRECT RECIPIENT IN RELIANCE ON, THIS DOCUMENT OR THE INFORMATION CONTAINED OR REFERENCED THEREIN; ALL SUCH LIABILITY IS EXPRESSLY DISCLAIMED."

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Executive Summary

The Stewarts Bridge Hydro 3 MW expansion project (Queue #355) (“the Project”), as proposed by Brookfield Renewable Power (“the Developer”), successfully completed the necessary milestones to become a Class Year 2012 (“CY12”) project and be included in the New York Independent System Operator’s (“NYISO”) Class Year 2012 Facilities Study.¹

National Grid (“the Connecting Transmission Owner” or “the CTO”) has completed Part 1 of the aforementioned Class Year 2012 Facilities Study (“Facilities Study-Part 1” or “FS-Part 1”) for the Project which is comprised of a proposed 3 MW/3 MVA expansion to the existing 37.5 MW Stewarts Bridge Hydro Generation Facility (“the Facility”) currently interconnected to the CTO’s 115 kV transmission system. This FS-Part 1 report presents the conclusions of the study and associated System Upgrade and Attachment Facilities requirements.

The Facility is located at the Stewarts Bridge Reservoir, near the Town of Hadley, in Saratoga County, New York, and is interconnected to National Grid’s Electric Power System (“EPS”) at Tower 25 of the 115 kV Spier-West Line #9 (“Line #9”) (“Point of Interconnection” or “POI”). Per the New York State Independent System Operator (“NYISO”) Queue, the Developer’s proposed In Service Date², for this Project is December 2012.³

The requirements specified herein are exclusive to the Project and are based upon the: (1) System Reliability Impact Study Report, dated December 16, 2011 (“SRIS”), (2) Facilities Study Agreement, dated April 25, 2012 (“FSA”), and (3) design drawings provided by the Developer specifically referenced in this report. Any further design changes made by the Developer without National Grid’s knowledge, review, and/or approval will render the findings of this report null and void.

This Facilities Study-Part 1 report provides all applicable functional and design specifications and drawings associated with the equipment, engineering, procurement, construction, installation, testing, and commissioning work required to build and/or modify the Connecting Transmission Owner Attachment Facilities (“CTO AF”) and related System Upgrade Facilities (“SUF”), and their integration with the Developer Attachment Facilities (“DAF”), so as to ensure the reliable interconnection of the Project to the 115 kV transmission system.

Cost Estimates

Assuming National Grid is responsible for all engineering, design, construction and commissioning of the SUFs and CTO AFs, the total estimated cost of the work associated with the interconnection of the Project is \$364,400, and includes:

¹ The Class Year Facilities Study is a study performed annually in accordance with the NYISO’s Open Access Transmission Tariff Attachments S (*Rules to Allocate Responsibility for the Cost of New Interconnection Facilities*), X (*Standard Large Facilities Interconnection Procedures*), and Z (*Small Generator Interconnection Procedures*).

² In accordance with NYISO OATT Attachment X, 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 backfed power.

³ The Developer’s desired In-Service, Initial Synchronization, and Commercial Operation Dates are subject to mutual agreement with the Connecting Transmission Owner. Any agreed-upon schedule is subject to change based whether third-parties permits, rights-of-way, and authorizations have been obtained; upon the CTO’s work force resource availability; and upon the CTO’s other public service requirements.

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Stewarts Bridge Hydro Interconnection Study Report Estimate	
Developer Attachment Facilities (DAFs)	
Engineering review and compliance verification of the ICIFs, including all required drawings and equipment spec reviews, relay settings, and construction and testing assistance by engineering.	\$69,300
Connecting Transmission Owner Attachment Facilities (CTO AFs)	
Engineering, design, construction & testing for revenue metering and RTU modifications.	\$175,900
Engineering, design, procurement, construction, testing & commissioning, associated with line tap revisions, including temporary and final guy and anchor relocations.	\$119,200
TOTAL: \$364,400	

Estimated Schedule

The estimated time for completing the construction and installation of the Connecting Transmission Owner Attachment Facilities and System Upgrade Facilities is 8-11 months, and the major milestones include:

Milestones include:

- E&P Agreement executed 11/2012
- Written authorization to proceed with Engineering and procurement provided 11/2012
- Security provided 11/2012
- Engineering design and procurement started 11/2012
- Engineering and procurement completed 02/2013
- Construction started 02/2013
- Construction completed 03/2013
- Initial Synchronization 03/2013
- Commercial Operation 03/2013
- As Built drawings submitted 07/2013

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- Project Closeout 10/2013

Pursuant to NYISO OATT, Attachment X, engineering design, construction and commissioning responsibilities shall be identified and defined as part of the Interconnection Agreement. If the Developer elects and commits to complete the engineering design and construction of the SA SUFs and/or CTO AFs, the revised estimated costs and Milestone Schedule will be included in the Interconnection Agreement.

The interconnection schedule is contingent on the Interconnecting Customer’s successful compliance with the requirements outlined in this report and timely completion of its obligations as outlined in Appendix A: *Developer Checklist and the Interconnection Agreement (“IA”) or Cost Reimbursement Agreement (“CRA”)*.

4.1.1 Introduction

This Facilities Study-Part 1 is part of Class Year 2012 Facilities Study and includes further review and revision of the conclusions in the SRIS. It has been completed by the CTO in accordance with the requirements set forth in the NYISO OATT, Attachment X: Large Generator Interconnection Requirements (“Attachment X”).

The CTO has completed an Impact Study to determine the scope of the required modifications to its EPS and/or the Facility for providing the requested interconnection service.

14.7 **Study Objective**

In accordance with the FSA and Study Work Agreement dated 07/2012 (“SWA”), the primary objectives of this study include:

1. Identify the CTO AFs and SUFs (including Stand Alone SUFs) necessary for the Project to reliably interconnect to the Connecting Transmission Owner’s system;
2. Identify if there is any Functional Headroom, and, if so, identify the respective facilities and their estimated cost.
3. Identify and describe the equipment, design/engineering, procurement, construction, installation, testing and commissioning work, needed to build the CTO AFs and SUFs and integrate them with the DAFs (e.g., preliminary functional and design specifications, etc.);
4. Provide:
 - A Simplified System One Line Diagram depicting the interconnection of all CTO AFs, SUFs and DAFs for the Project, as well as the POI and Point of Change of Ownership (“PCO”)
 - An Electrical One Line Diagram of the identified facilities;
 - An overall Project Site Plan depicting the location of the CTO AFs, SUFs, POI,

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and DAFs; and

- A substation Plot Plan for the CTO AFs and SUFs.
5. Provide good faith cost estimates, within a tolerance of +30%/-15%, associated with the CTO AFs and SUFs identified in Objective #1; and
 7. Provide a good faith estimate of the time required to complete the construction and installation of the CTO AFs and SUFs.

24.7 Standards and Specifications

In addition to applicable industry standards and specifications, the following CTO electric system bulletins⁴ pertain to this Project and are incorporated in this study report, by reference:

- ESB No. 750 – Specifications for Electrical Installations, April 2010 (“ESB 750”)
- ESB No. 750 series Errata and Change Revision List, September 2010 (“ESB 750 Series Errata”)
- ESB No. 752 – Service Above 15,000 Volts, Large Commercial and Industrial (“ESB 752”)
- ESB No. 755 – Operation & Maintenance Requirements for Services Above 600 Volts, June 2003 (“ESB 755”)
- ESB No. 756 – Requirements for Parallel Generation Connected to National Grid Owned EPS, August 2012 (“ESB 756”)
- ESB No. 758 – Primary Service to Metal-enclosed Switchgear (“ESB 758”)

Prescriptive specifications will be prepared and issued as necessary after receipt and review of the Developer’s final design and equipment specifications for the Project, including Developer Attachment Facilities (“DAFs”) and System Upgrade Facilities (“SUFs”), and notice to proceed with funding under the terms of the Interconnection Agreement or Cost Reimbursement Agreement.

5.1.1 Project Management

All business related matters, including but not limited to, those associated with the Interconnection Agreement and all technical information, correspondence and communications related to the engineering design, construction, testing and commissioning, energization, synchronization and project close out associated with the Project shall be coordinated by:

Douglas Fuess
 Lead Electric Transmission Account Manager
 National Grid USA -Federally Regulated Businesses
 300 Erie Blvd. W.
 Syracuse, New York 13202
 315-428-6192
Douglas.Fuess@nationagrid.com

⁴ All ESB’s are available at <http://www.nationalgridus.com/electricalspecifications>.

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All technical information related to the Project's shall be submitted to the Account Manager above, and to the CTO's Project Manager. The Developer shall be provided the Project Manager's name and contact information following execution of an Interconnection Agreement or Cost Reimbursement Agreement and receipt of payment in accordance with the applicable agreement.

6.1.1 Project Description

16.7 **Facility**

As depicted in the Developer's Operating Diagram, dated 10/7/2011 and Site Plan Powerhouse Area Partial Plan, dated 12/9/2011, (*Appendix B, Figures 1 & 2, respectively*), the Facility is to be comprised of the following major components:

- One (1) min flow generator: 3 MVA, 3 phase, 0.9 power factor;
- One (1) generator: 37.5 MVA, 3 phase, 0.8 power factor;
- Two (2) turbines: Existing Unit 1 42,000HP New Unit 2 - 3,420 HP , Unit 1 - 195.9 RPM, Unit 2 - 600 RPM, rated for 100.8 feet of head;
- Six (6) Unit 1 Gen 13.8 kV, Unit 2 Gen - 5.1kV MCOV station class surge arrestors;
- Six (6) surge capacitors: Unit 1 - 0.25 µF, Unit 2 0.5 µF;
- Two (2) air circuit breakers (generator breakers R21 and R22): 4.16 kV, 1200 A;
- Ten (10) fused voltage transformers;
- One (1) 3-phase manually gang operated disconnect switch for 13.2 kV station service;
- Three (3) fuses;
- One (1) 13.2 kV Δ-480 V Δ, 300 kVA station service transformer;
- One (1) 4.8 kV Δ - 480 V Δ, 300 kVA station service transformer;
- One (1) fused switch for 4.8 kV station service;
- Two (2) air circuit breakers for station service; and
- Four (4) fused metering potential transformers for station service.

26.7 **Developer Interconnection Facilities (DAFs)**

As presented in Appendix B, Figures 1 and 2, the DAFs consist of:

- One (1) 115Y-13.2/4.16 kVΔ transformer:
 - Primary: 25.2/33.6/42 MVA, Z=11.4%
 - Secondary: 22.5/30/37.5 MVA, Z=14%
 - Tertiary: 2.1/2.8/3.5 MVA, Z=22.8%;
- Three (3) 76 kV MCOV station class surge arrestors;
- One (1) 115 kV, 1200 A circuit switcher; and
- Three (3) 115 kV line Capacitive Voltage Transformers (CVTs).

36.7 **Point of Interconnection & Point of Change of Ownership**

The POI is on the CTO's 115 kV Spier-West Line #9, at Tower 25, approximately 8.28 miles from Spier Substation, 5.8 miles from EJ West Substation. The Point of Change of Ownership ("PCO") shall be at the insulators on the line side of the Generator Disconnect

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Switch. (See Appendix B, Figure 3: Simplified One Line Schematic for additional details on the interconnection scheme.)

7.1.1 Study Results

17.7 **Power Flow Analysis**

The results of the load flow studies confirmed that the addition of 3 MW of generation will not adversely impact the voltage and loading characteristics of Line #9.

27.7 **Fault Current Contributions**

Fault studies indicated that, with the addition of the 3 MVA generation and new three winding transformer, available fault current decreases slightly due to the higher impedance of the transformer. With the protective margins and speed slightly improved, no modifications are required at the remote stations.

The IC is responsible for ensuring that the Facility's equipment is rated to withstand the available fault current according to NEC and National Grid ESB 750, which specifies that the fault current should be no more than 80% of the device interrupting rating.

The 115 kV system impedance at the PCC per unit on a 100 MVA base, excluding the customer transformer and generator is:

$$Z1 = 0.01742 + J 0.07051$$

$$Z0 = 0.02229 + J 0.09053$$

The transformer as built and test reports, facility relaying and relay settings shall be reviewed by the CTO in accordance with the ESB 750 series.

8.1.1 Interconnection & Protection Requirements

18.7 **Developer Attachment Facilities**

The DAFs shall be designed, constructed, operated and maintained by the Developer in accordance with the standards and specifications defined in Section I.B. of this report. The design and equipment specifications shall be provided to the CTO for review and acceptance in accordance with the ESBs.

8.1.1. Substation Modifications

The Developer shall submit all engineering design and electrical specifications associated with the installation of the larger transformer, including those associated with the relocation of the take-off structure, to the CTO for review and acceptance.

8.1.2. Generator Disconnect Switch

The CTO evaluated the existing circuit switcher to determine if it meets the visible load break requirements of ESB 752 thereby classifying it as the Generator Disconnect Switch. Since operation of the switch is completely independent of electrical support

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(i.e., can be operated under low/no voltage conditions), and can be operated under load with no requirements for the CTO to perform additional operations to take load off the switch, it is acceptable. However, the switch must be retrofitted with a mutual lock bar that will hold locks for each of the parties (Developer and CTO) so as to allow either party to operate the switch in the absence of the other.

8.1.3. System Protection Requirements

The Facility shall conform to ESB 756 protection requirements. Upon receipt of the IC’s protective device coordination study, the CTO will review all the devices listed on Exhibit 1 of ESB 756 Appendix A for acceptance of the Developer’s interconnection. The CTO will then review the relays at the remote stations to ensure that they coordinate with the Developer’s protective devices of their large generation facility (LGF).

8.1.4. Telecommunications

In accordance with ESB 756, two voice grade phone circuits shall be installed to the meter panel: one for the revenue metering, and the other for 911 emergencies.

28.7 Connecting Transmission Owner Interconnection Facilities

8.2.1. Energy Management System and Remote Transmitting Unit (EMS-RTU)

EMS status and control capability is already in place at the Stewarts Bridge facility. Status and control of breaker R22 and metering points for the min flow generator shall be added to the RTU, and communications work may be required to restore the data link to National Grid.

The existing RTU housing shall be inspected to confirm that it is in compliance with current standards, including the requirements specified in ESB 756A, Section 4.1. Should the existing housing not be in compliance, the Developer shall make the necessary modifications.

8.2.2. Metering

Revenue metering is currently in place for the existing 37.5 MW generator. However, the Developer has requested that new metering facilities be installed to accommodate the entire Facility. The new metering equipment shall be comprised of a bi-directional meter, meter socket, and metering current and potential transformers (CTs and PTs). Due to extensive lead times, the Developer has already procured three (3) ABB-Kuhlman Electric Co. 115 kV combination current and voltage transformer units (CVTs), and shall install them and complete all primary wiring. The units shall be owned and maintained by the CTO. The CTO shall provide and install the meter socket and meter, and complete all secondary wiring.

The revenue meter shall be located in accordance with the NYISO, NY PSC and National Grid ESB 752 requirements. The Developer shall provide meter equipment mounting in accordance with ESB 752 Section VII, and a voice grade telephone circuit per Section V.A.2 above. The Developer shall submit to the CTO for review and acceptance, its proposed revenue meter panel location.

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The Developer’s request to use a set of voltage taps from the CVTs as a reference voltage for the plant excitation system shall be reviewed as part of the final engineering.

8.2.3. Line #9 Tap

As a result of the Developer relocating its substation take-off structure to accommodate the larger transformer, the CTO will need to re-conductor between Structure #1 of the Line #9 tap and their take-off structure to shorten the span by approximately 15-20 linear feet. Additionally, the existing deadend insulator strings shall be replaced with 6-10 unit insulator strings.

The Developer’s planned construction activities for the installation of a new penstock require that a head guy line and anchor on Structure #1 be relocated to avoid interference with grading and drainage work. Depending on the construction, the guy line and anchor may need to be relocated twice: one temporary and one final, and a rock anchor may be necessary since there is bedrock near the surface.

The CTO shall complete all engineering, design, and construction work for the guy line and anchor relocation and re-conductoring.

With respect to construction of the new penstock in and around the line tap and associated right-of-way, the Developer must comply with *Appendix C: Conditions for Proposed Activities within Transmission Line Right-of-Way, including but not limited to:*

- No excavation is to be performed within 10 feet of the structures.
- No materials (including pipes) shall be stored under the lines.
- No loading/unloading under the lines.
- Equipment must be grounded when working under the lines (IEEE Std. 80).
- There must be cover over the pipe to support H-20 loading.
- Providing protection for the structures.

To ensure compliance, the Developer shall provide to the CTO for review and acceptance, a plan for constructing in and around the line tap and right-of-way, and the details for temporary retaining walls and/or shoring for the structures.

The Facility must be de-energized and line tap must be taken out of service to perform the construction activities summarized in this section without de-energizing the Spier - EJ West Line #9. As such, the tap will be de-energized by cutting the loops to the tap at Tower #25 and locking the Generator Disconnect Switch open.

38.7 System Upgrade Facilities

Based on the design of the Facility submitted for performing the Facilities study, no system upgrades are required. However, if design changes occur during completion of preliminary and final engineering, a re-assessment of system impacts may need to be completed.

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9.1.1 Performance Requirements

The overall performance requirements are generally specified in the National Grid Electric System Bulletin 756: Requirements for Parallel Generation Connected to National Grid Owned EPS (“ESB 756”).

19.7 **Power Factor at the POI**

At full output, the Project shall be capable of a unity power factor at the POI, and at outputs less than maximum, it should be capable of power factors 0.95 leading and 0.95 lagging (MVars into the 115 kV).

The Developer shall provide a curve indicating the Power Factor (PF) capability of the Project at the Point of Interconnection (POI) as a function of overall Plant MW Output.

The Developer will indicate the fastest rate at which the plant MW output could change from zero output to fully rated conditions. The Developer will provide details of any time delays for the Power Factor to follow these changes.

29.7 **System Frequency Excursions**

The Facility shall not automatically trip for system frequency excursions within the envelope as shown in ESB 756A, Section 4, Exhibit 2.

39.7 **Performance Requirements**

The IC shall be responsible for correcting any Power Quality or Plant control system performance issues that may arise with day-to-day system operation that may not have been explicitly studied in the interconnection process.

10.1.1 Inspections and Compliance Verification

This Facility is deemed an Independent Power Producer under the NYS Public Service Law (PSL). A third party electrical inspection approval certificate from an agency acceptable to the local Authority Having Jurisdiction and the CTO⁵ for the Developer’s facilities (i.e. primary service entrance conduit, primary switchgear, wiring, and generation equipment is required).⁶ The CTO must receive the Developer’s final set of installation drawings, equipment data, and test plan for the functional verification tests **at least four (4) weeks before** the CTO’s field audit.

The Developer shall adhere to all other CTO related verification and compliance requirements as set forth in ESB’s 750, 752, and 756 Appendix A. The verification and compliance requirements and documented acceptance testing requirements for the DAFs will be specified during the final design review of the Project prior to the CTO’s field audit and energization.

⁵ A list of CTO approved Electrical Inspection Agencies for New York is available at: http://www.nationalgridus.com/niagamohawk/non_html/constr_ny_inspectors.pdf.

⁶ For this project, the inspection certificate is only required for the new facilities associated with the expansion.

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11.1.1 Testing and Commissioning

The Developer shall submit a Testing and Commissioning Plan (“TCP”) to the CTO for review and acceptance, no later than **forty-five (45) calendar days** following the CTO’s acceptance of the Developer Attachment Facilities station’s final design. The TCP must be finalized, including CTO acceptance, no later than **six (6) weeks prior** to functional testing and will be specified during the final design review of the Project.

12.1.1 Energization and Synchronization

The Generator Disconnect Switch shall be “opened” and remain “open”, in accordance with the Developer’s construction schedule, until successful completion of all DAF construction and the CTO’s field audit and witness testing.

Prior to the start of construction, the Developer shall designate an Energization Coordinator (“EC”), and prepare and submit an Energization Plan (“EP”) to the CTO for review and comment.

The energization schedule shall be submitted to the CTO and communicated with the CTO’s Central Region Control Center at least **two (2) weeks in advance** of proposed energization.

Further details of the EP and synchronization requirements will be specified during the final design review of the Project.

13.1.1 Operation and Maintenance

The Developer is responsible for the operation and maintenance of their facilities up to the PCO. The Generator Disconnect Switch at the delivery point shall be jointly operable between the CTO and the Developer with a dual padlock provision.

In addition to the requirements of ESB 756 Appendix A, the Developer shall refer to Section 1.7 of the CTO’s ESB 750 and to ESB 752 and 755 regarding their responsibility for their electric service operating and maintenance requirements.

14.1.1 Conceptual Cost Estimate and Scheduling

114.7 **Cost Estimate**

The cost estimates provided in this report are in 2012 dollars and are based on the assumptions listed below. Any variance to the assumptions, including the energization date, will void this cost estimate and a revised estimate will be required. The estimate details are provided in *Appendix D: Good Faith Cost Estimate Details*.

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Stewarts Bridge Hydro Interconnection Study Report Estimate	
Developer Attachment Facilities (DAFs)	
Engineering review and compliance verification of the ICIFs, including all required drawings and equipment spec reviews, relay settings, and construction and testing assistance by engineering.	\$69,300
Connecting Transmission Owner Attachment Facilities (CTO AFs)	
Engineering, design, construction & testing for revenue metering and RTU modifications.	\$175,900
Engineering, design, procurement, construction, testing & commissioning, associated with line tap revisions, including temporary and final guy and anchor relocations.	\$119,200
TOTAL: \$364,400	

The estimates provided herein do not include:

- discussions and negotiations of issued interconnection study,
- application fees,
- applicable surcharges,
- overall project sales tax,
- property taxes,
- future operation and maintenance costs,
- recurring monthly communications circuits' charges, if any, responsible by the Developer to the communications utility,
- provisions for communications circuits at each delivery point on customer property responsible by the Developer to the communications utility,
- allowance for funds used during construction (AFUDC) assuming Customer upfront payment,
- adverse field conditions such as rock, water, weather, and Developer electrical equipment obstructions,
- extended engineering and/or construction hours to minimize outage time or National Grid's public duty to serve,
- the cost of any temporary construction service, or
- any required permits.

Cost adders estimated for overtime would be based on 1.5 and 2 times labor rates if required for work beyond normal business hours. Meals and equipment are also extra costs incurred for overtime labor.

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214.7 **Schedule**

The milestone schedule presented below provides an approximation of the Project schedule, assuming:

- The Developer elects to enter into an engineering and procurement agreement and interconnection agreement in advance of the Class Year 2012 completion.
- The Developer has obtained all property requirements, including, but not limited to, property rights, permitting, and licensing.
- Developer has completed all work necessary to get the property shovel ready.
- Transmission Owner is constructing all SUFs (including SA SUFs) and CTOAFs.
- Developer adheres to submittal due dates.
- Developer submittals are complete.

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<u>Item</u>	<u>Milestone</u>	<u>Date (mo/yr)</u>	<u>Responsible</u>
1.	Engineering, procurement and construction agreement (Cost Reimbursement Agreement (CRA) executed and security provided	11/2012	Developer
2.	Start engineering and procurement	11/2012	Developer/CTO
3.	Submit Final Engineering design and equipment specifications for Developer Attachment Facilities (DAFs) and revenue metering housing	11/2012	Developer
4.	Start Construction of Developer Attachment Facilities	11/2012	Developer
5.	Provide review comments on Final Engineering design and equipment specifications for DAFs and revenue metering housing	12/2012	CTO
6.	Submit Issued For Construction (IFC) design package to CTO for DAFs and revenue metering housing	12/2012	Developer
7.	Issue written authorization to commence construction of System Upgrade Facilities and Connecting CTO Attachment Facilities not being constructed by the Developer	12/2012	Developer
8.	Complete review and acceptance of DAF and revenue metering housing IFC package	01/2013	CTO
9.	Complete engineering and procurement for DAFs and revenue metering housing	01/2013	Developer
10.	Complete engineering and procurement for SUFs and CTO AFs not constructed by Developer	02/2013	CTO
11.	Interconnection Agreement Executed	02/2013	Developer/CTO/NYISO
12.	Start Construction of System Upgrade Facilities and Connecting CTO Attachment Facilities not being constructed by the Developer.	02/2013	CTO
13.	Complete Construction of Developer Attachment Facilities	02/2013	Developer
14.	Complete Construction of System Upgrade Facilities and Connecting CTO Attachment Facilities not constructed by the Developer.	03/2013	CTO
15.	Transfer ownership of Connecting CTO Attachment Facilities (prior to commercial operation)	03/2013	Developer/CTO
16.	Complete all functional tests and verifications for Developer Attachment Facilities, System Upgrade Facilities and Connecting CTO Attachment Facilities, and documentation of punch list	03/2013	Developer/CTO
17.	Initial Synchronization and start of Developer testing	03/2013	Developer/CTO
18.	Facility testing completed	03/2013	Developer
19.	Commercial Operation Date	03/2013	Developer/CTO/NYISO

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|-----|--|---------|---------------|
| 20. | Complete and submit all required documentation, including As Builts | 07/2013 | Developer/CTO |
| 21. | Project close out completed (<i>including completion of punch list items.</i>) | 10/2013 | Developer/CTO |

The interconnection schedule is contingent on the Interconnecting Customer’s successful compliance with the requirements outlined in this report and timely completion of its obligations as outlined in Appendix A: *Developer Checklist and the Interconnection Agreement (“IA”) or Cost Reimbursement Agreement (“CRA”).*

15.1.1 Conclusion

Pursuant to this Interconnection Study, the Connecting Transmission Owner has identified the CTO IFs and SUFs required for the interconnection of the Project to the CTO’s 115 kV Spier - EJ West Line #9 at Tower 25. The estimated cost of the facilities and associated work necessary for Project interconnection is \$364,400.

Note: Authorization for energization will not be issued without a fully executed Interconnection Agreement, receipt of the necessary insurance documentation, and successful completion of the CTO approved witness testing. Such authorization shall be provided in writing.

16.1.1 Revision History

<u>Version</u>	<u>Date</u>	<u>Description of Revision</u>
1.0	09/07/2012	First DRAFT version of Facilities Study-Part 1 for the Stewarts Bridge Hydro Expansion Project.

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- 1.1 10/12/2012 Revised per comments from all parties.
- 1.2 10/26/2012 Revised per comments from Developer.
- 1.3 11/06/2012 Revised Milestone Schedule and Table of Contents.

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**Appendix A
Developer Checklist**

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CONSTRUCTION, COMPLIANCE VERIFICATION, ENERGIZATION & SYNCHRONIZATION		
13.	Receive written notification of construction start date from IC.	<input type="checkbox"/>
14.	Receive IC's Sequence of Operation (SOO).	<input type="checkbox"/>
15.	Receive IC's Testing & Commissioning Plan. (TCP)	<input type="checkbox"/>
16.	Receive IC's Energization Plan. (EP)	<input type="checkbox"/>
17.	Review and accept IC's Sequence of Operation (SOO).	<input type="checkbox"/>
18.	Review and accept IC's Testing & Commissioning Plan.	<input type="checkbox"/>
19.	Review and accept IC's Energization Plan.	<input type="checkbox"/>
20.	Complete Operating Procedures and issue to Customer Facilities Engineer.	<input type="checkbox"/>
21.	Ground Grid inspection completed by Field Engineering.	<input type="checkbox"/>
22.	Telephone and/or serial communications installed.	<input type="checkbox"/>
23.	Data communications circuit(s) installed.	<input type="checkbox"/>
24.	IC's advanced notification of functional testing ¹⁰ received.	<input type="checkbox"/>
25.	Preliminary field audit completed by CFE and comments provided to IC.	<input type="checkbox"/>
26.	IC's written notification of construction completion received with any revised construction drawings (field markups).	<input type="checkbox"/>
27.	Ground resistance test reports received.	<input type="checkbox"/>
28.	Relay test reports received.	<input type="checkbox"/>
29.	Proof of electrical inspection (i.e., copy of inspection certificate, photo of inspection sticker w/ copy of signed inspection report.) ¹¹	<input type="checkbox"/>
30.	IC or its NYS certified PE written notification from a qualified agency/engineer of satisfactory wiring and relay tests received.	<input type="checkbox"/>
31.	For wind projects only: IC submits verification results of NYISO test procedures in FERC's "Interconnection Requirements for a Wind Generating Plant".	<input type="checkbox"/>
32.	Company completes final field audit, including delivery and review of Operating Procedures and associated Operating Diagram, and Field Engineering approval to synchronize and/or energize provided to Regional Control Center.	<input type="checkbox"/>
33.	Company Field Engineering provides authorization to synchronize and/or energize to Regional Control Center.	<input type="checkbox"/>
34.	Company confirms standby/station service retail account is established.	<input type="checkbox"/>
35.	Company field verification and witness testing of protection schemes completed and notification of successful completion provided to Regional Control Center.	<input type="checkbox"/>
36.	IC provides written confirmation of successful completion of NYISO registration process and PTID ¹² number received.	<input type="checkbox"/>
37.	Interconnection Agreement fully executed.	<input type="checkbox"/>
38.	Company provides written authorization for synchronization and/or energization to IC.	<input type="checkbox"/>
39.	Energization/Synchronization of facility.	<input type="checkbox"/>
40.	IC provides notification of Commercial Operation date to Company.	<input type="checkbox"/>
PROJECT CLOSEOUT		
41.	IC submits final As-Builts (due 120 days following commercial operation.)	<input type="checkbox"/>
42.	Company review and acceptance of As Builts.	<input type="checkbox"/>
43.	Company reconciles work orders and issues final invoice(s). (60-90 days after As Builts received)	<input type="checkbox"/>

¹⁰ Notification shall be provided in writing 2 weeks or more in advance of the testing, depending on the project size, type, and/or POI. The Company will provide the required advanced notification period in the System Protection and Interconnection Customer Attachment Facilities Electric Installation Specification.

¹¹ If station service is being provided by the Company through its interconnection facilities (i.e., back fed through point of interconnection (POI)), and the electrical inspection cannot be completed until after station service is provided, then proof of electrical inspection is to be provided within 5 business days of receipt of station service.

¹² New generation facilities participating in Wholesale Market, must complete all registration and startup requirements as set forth in the NYISO Technical Bulletin 116.

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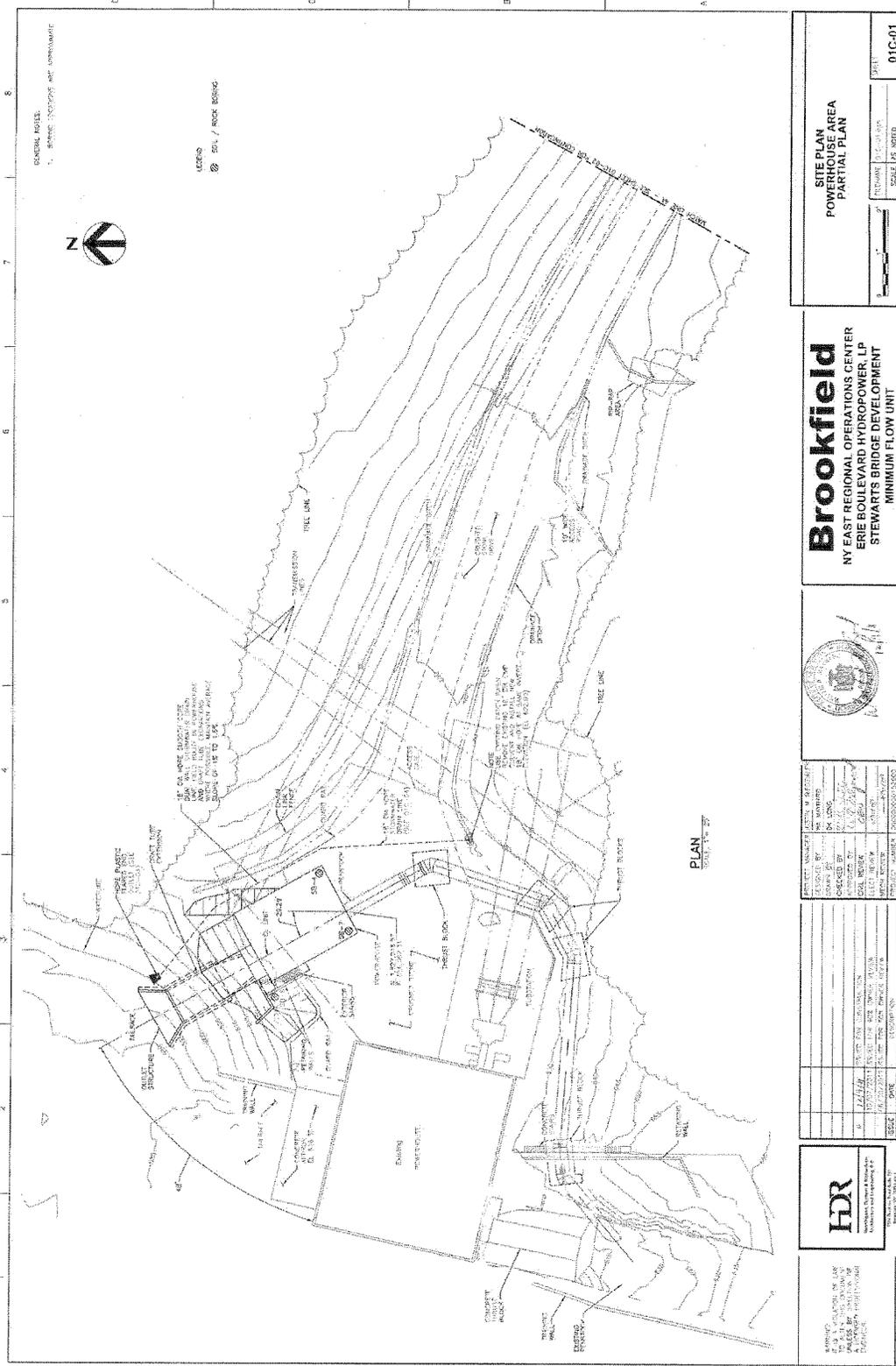
nationalgrid	LEVEL IV PROCESS DOCUMENT	Queue #355
	NYISO Attachment X Facilities Study	Page 49 of 54
	Large Generation Facility	Version 1.3 – 11/6/2012
Project	Stewarts Bridge Hydro 3 MW Expansion	DRAFT

**Appendix B
Developer Schematics**

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nationalgrid	LEVEL IV PROCESS DOCUMENT		Queue #355
	NYISO Attachment X Facilities Study		Page 51 of 54
Project	Large Generation Facility		Version 1.3 - 11/6/2012
	Stewarts Bridge Hydro 3 MW Expansion		DRAFT

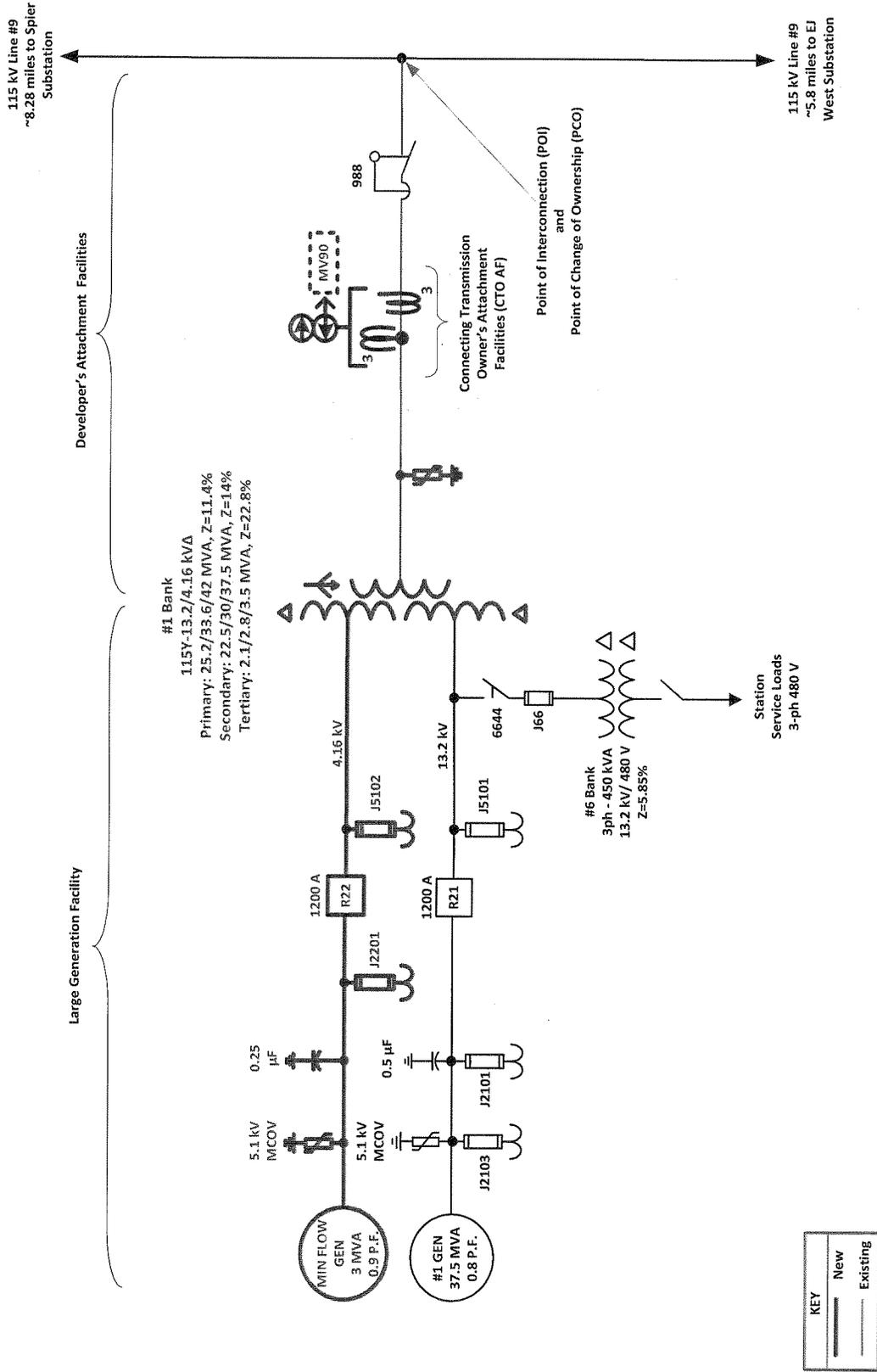
Figure 2: Site Plan



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nationalgrid	LEVEL IV PROCESS DOCUMENT		Queue #355
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Figure 3: Simplified One Line Schematic



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	NYISO Attachment X Facilities Study	Page 53 of 54
	Large Generation Facility	Version 1.3 – 11/6/2012
Project	Stewarts Bridge Hydro 3 MW Expansion	DRAFT

Appendix C
Conditions for Proposed Activities within Transmission Line Right-of-Way

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nationalgrid	LEVEL IV PROCESS DOCUMENT	Queue #355
	NYISO Attachment X Facilities Study	Page 54 of 54
	Large Generation Facility	Version 1.3 – 11/6/2012
Project	Stewarts Bridge Hydro 3 MW Expansion	DRAFT

Appendix D: Good Faith Cost Estimate Details

Stewarts Bridge Hydro Interconnection Study Report Estimate													
Developer Attachment Facilities (DAFs)													
<p>Engineering review and compliance verification of the ICIFs, including all required drawings and equipment spec reviews, relay settings, and construction and testing assistance by engineering.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right;"><i>Estimate</i></td> </tr> <tr> <td style="text-align: right;"><i>Project Management</i></td> <td style="text-align: right;">\$47,123</td> </tr> <tr> <td style="text-align: right;"><i>Engineering/Design</i></td> <td style="text-align: right;">\$20,164</td> </tr> <tr> <td style="text-align: right;"><i>Labor/Contractor</i></td> <td style="text-align: right;">\$1,977</td> </tr> <tr> <td style="text-align: right;"><i>Equipment & Materials</i></td> <td style="text-align: right;"><u>\$0</u></td> </tr> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$69,264</td> </tr> </table>	<i>Estimate</i>		<i>Project Management</i>	\$47,123	<i>Engineering/Design</i>	\$20,164	<i>Labor/Contractor</i>	\$1,977	<i>Equipment & Materials</i>	<u>\$0</u>	Subtotal	\$69,264	\$69,300
<i>Estimate</i>													
<i>Project Management</i>	\$47,123												
<i>Engineering/Design</i>	\$20,164												
<i>Labor/Contractor</i>	\$1,977												
<i>Equipment & Materials</i>	<u>\$0</u>												
Subtotal	\$69,264												
Connecting Transmission Owner Attachment Facilities (CTO AFs)													
<p>Engineering, design, construction & testing for revenue metering and RTU modifications.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right;"><i>Estimate</i></td> </tr> <tr> <td style="text-align: right;"><i>Project Management</i></td> <td style="text-align: right;">\$22,704</td> </tr> <tr> <td style="text-align: right;"><i>Engineering/Design</i></td> <td style="text-align: right;">\$38,692</td> </tr> <tr> <td style="text-align: right;"><i>Labor/Contractor</i></td> <td style="text-align: right;">\$9,079</td> </tr> <tr> <td style="text-align: right;"><i>Equipment & Materials¹³</i></td> <td style="text-align: right;"><u>\$105,329</u></td> </tr> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$175,803</td> </tr> </table>	<i>Estimate</i>		<i>Project Management</i>	\$22,704	<i>Engineering/Design</i>	\$38,692	<i>Labor/Contractor</i>	\$9,079	<i>Equipment & Materials¹³</i>	<u>\$105,329</u>	Subtotal	\$175,803	\$175,900
<i>Estimate</i>													
<i>Project Management</i>	\$22,704												
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<i>Labor/Contractor</i>	\$9,079												
<i>Equipment & Materials¹³</i>	<u>\$105,329</u>												
Subtotal	\$175,803												
<p>Engineering, design, procurement, construction, testing & commissioning, associated with line tap revisions, including temporary and final guy and anchor relocations.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right;"><i>Estimate</i></td> </tr> <tr> <td style="text-align: right;"><i>Project Management</i></td> <td style="text-align: right;">\$33,487</td> </tr> <tr> <td style="text-align: right;"><i>Engineering/Design</i></td> <td style="text-align: right;">\$9,702</td> </tr> <tr> <td style="text-align: right;"><i>Labor/Contractor</i></td> <td style="text-align: right;">\$62,263</td> </tr> <tr> <td style="text-align: right;"><i>Equipment & Materials</i></td> <td style="text-align: right;"><u>\$13,680</u></td> </tr> <tr> <td style="text-align: right;">Subtotal</td> <td style="text-align: right;">\$119,132</td> </tr> </table>	<i>Estimate</i>		<i>Project Management</i>	\$33,487	<i>Engineering/Design</i>	\$9,702	<i>Labor/Contractor</i>	\$62,263	<i>Equipment & Materials</i>	<u>\$13,680</u>	Subtotal	\$119,132	\$119,200
<i>Estimate</i>													
<i>Project Management</i>	\$33,487												
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<i>Labor/Contractor</i>	\$62,263												
<i>Equipment & Materials</i>	<u>\$13,680</u>												
Subtotal	\$119,132												
TOTAL: \$364,400													

¹³ The actual cost of the revenue metering CTPTs is \$61,128.

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