

Schedule 1
INSURANCE REQUIREMENTS

- Workers Compensation and Employers Liability Insurance as required by the State of New York, If required coverage shall include the U.S. Longshoremen's, and Harbor Workers Compensation Act & the Jones Act.
 - Public Liability (Including Contractual Liability), covering all activities and operations to be performed by it under this Agreement, with 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. BEACON shall provide such certificates or evidence of insurance to National Grid at the following address:
- To: National Grid do Niagara Mohawk Power Corporation
Attention: Risk Management,
300 Erie Boulevard West
Syracuse, NY 13202
- National Grid shall provide such certificates or evidence of insurance to BEACON at the following address:
- To:
2. Such certificates, and any renewals or extensions thereof, shall provide that at least thirty (30) days prior written notice shall be given to either party in the event of any cancellation or diminution of coverage and shall outline the amount of deductibles or self-insured retention's which shall be for the account of the insured party.
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 with copies of any accidents report(s) sent to the a 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 coverage's required herein have been reduced as a result of claim payments, expenses, or both.
7. BEACON shall name the COMPANY as an additional insured for all coverage's except Workers Compensation and Employers Liability Insurance in order to provide the COMPANY with protection from liability arising out of activities of. BEACON relating to the Project and associated Work.