FERC rendition of the electronically filed tariff records in Docket No. [include if docket no. exists]

Filing Data:

CID: C000038

Filing Title: National Grid and the Village of Boonville Interconnection Agreement 2204 Company Filing Identifier: 971

Type of Filing Code: 10

Associated Filing Identifier: [if applicable]
Tariff Title: NYISO Agreements
Tariff ID: 58

Payment Confirmation: N
Suspension Motion:

Tariff Record Data:

Record Content Description: Service Agreement No. 2204

Tariff Record Title: NiMo and Boonville Interconnection Agreement 2204 Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 159

Tariff Record Collation Value: 7075000

Tariff Record Parent Identifier: 2

Proposed Date: 2015-01-15

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier: [Source - if applicable]

Service Agreement No. 2204

AN

INTERCONNECTION AGREEMENT

BETWEEN

NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID

AND

THE VILLAGE OF BOONVILLE

EXECUTION COPY

ARTICLE I DEFINITIONS 1

ARTICLE II AGREEMENT TO INTERCONNECT DESCRIPTION OF INTERCONNECTION FACILITIES 12

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PARTIES 15

ARTICLE IV INTERCONNECTION STUDY 17

ARTICLE V OPERATION, MAINTENANCE, AND MODIFICATION OF FACILITIES 25

ARTICLE VI POWER DELIVERIES 32

ARTICLE VIII INSURANCE PROVISIONS 40

ARTICLE IX COMPLIANCE WITH LAWS 43

ARTICLE X COST PAYMENTS 46

ARTICLE XI NOTICES 53

ARTICLE XII TERM AND TERMINATION 55

ARTICLE XIII FORCE MAJEURE 57

ARTICLE XIV INDEMNIFICATION 58

ARTICLE XV RELATIONSHIP OF THE PARTIES 60

ARTICLE XVI THIRD PARTY BENEFICIARY/ASSIGNMENT 60

ARTICLE XVII APPROVAL 63

ARTICLE XVIII WAIVER 63

ARTICLE XIX AMENDMENT AND MODIFICATION 64

ARTICLE XX GOVERNING LAW 65

ARTICLE XXI DISPUTE RESOLUTION 65

ARTICLE XXII LIMITATION OF LIABILITY 66

ARTICLE XXIII CONFIDENTIALITY 67

ARTICLE XXIV SEVERABILITY 73

ARTICLE XXV HEADINGS 74

ARTICLE XXVI INFORMATION ACCESS AND AUDIT RIGHTS 74

ARTICLE XXVII. SUBCONTRACTORS 76

ARTICLE XXVIII COMPLIANCE WITH GOOD UTILITY PRACTICE 77

ARTICLE XXIX COUNTERPARTS 77

ii

ARTICLE XXX MISCELLANEOUS 77

iii

This INTERCONNECTION AGREEMENT (the “Agreement”) is made as of January \_\_, 2015, between Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid”), a New York Corporation, and the Village of Boonville (“Municipal”), (Collectively Municipal and National Grid may be referred to as the “Parties” or individually, as a “Party”).

WHEREAS, the Municipal owns and operates an existing load serving municipal electric
system, which is connected to the National Grid Transmission System in New York State, and

WHEREAS, Municipal and National Grid have agreed to enter into this Interconnection
Agreement for the purpose of documenting certain terms and conditions related to the
interconnection of the systems and the manner by which National Grid and Municipal will
coordinate to ensure the ongoing reliability of the New York State Transmission System.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements set forth herein, the Parties to this Agreement agree as follows:

ARTICLE I

DEFINITIONS

The following terms, when used herein with initial capitalization, shall have the meanings
specified in this Article I. Terms used in this Agreement with initial capitalization that are not
defined in this Article I shall have the meanings specified in Section 1.0 or Attachment S of the
NYISO OATT.

“Affiliate” shall mean, with respect to a person or entity, any individual, corporation,
partnership, firm, joint venture, association, joint-stock company, trust or
unincorporated organization, directly or indirectly controlling, controlled by, or under

common control with, such person or entity. The term “control” shall mean the

possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

“Agreement” shall mean this Interconnection Agreement between National Grid and Municipal, including all exhibits hereto, as the same may be amended, supplemented, revised, altered, changed, or restated in accordance with its terms.

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

“Applicable Laws and Regulations” shall mean all duly promulgated applicable

federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized
actions of any Governmental Authority, including but not limited to laws or regulations relating to pollution or protection of the environment or natural resources.

“Applicable Reliability Councils” shall mean the North American Electric Reliability Corporation, the Northeast Power Coordinating Council, the New York State
Reliability Council, and related and successor organizations.

“Applicable Reliability Standards” shall mean the requirements and guidelines of the
Applicable Reliability Councils, and the Transmission District to which the Municipal

2

System is directly interconnected, as those requirements and guidelines are amended and modified and in effect from time to time; provided that no Party shall waive its right to challenge the applicability or validity of any requirement or guideline as applied to it in the context of this Agreement.

“Authority” shall mean a Public Utility Authority formed per the New York State Public Authority Law as a Public Benefit Corporation.

“Breach” shall mean the failure of a Party to perform or observe any material term or condition of this Agreement.

“Bulletin No. 752” or “ESB 752” means that certain National Grid document

designated as Electric System Bulletin No. 752 attached hereto as Exhibit C, as such
Bulletin may be amended or superseded from time to time without amendment to this
Agreement.

“Business Day” shall mean Monday through Friday, excluding federal holidays.

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

“Confidential Information” means any plan, specification, pattern, procedure, design,
device, list, concept, policy or compilation relating to the present or planned business of a
Party which has not been released publicly by its authorized representatives and which has
been designated as "Confidential" by the Party asserting a claim of confidentiality, whether
such Confidential Information is conveyed orally, electronically, in writing, through
inspection, or otherwise. Confidential Information as used herein also includes

3

Confidential Information supplied by any Party to another Party prior to the execution of
this Agreement, and such Confidential Information shall be considered in the same manner
and be subject to the same treatment as the Confidential Information made available
after the execution of this Agreement. Confidential Information shall also include
Confidential Information observed by any Party while visiting the premises of another
Party.

“Effective Date” shall mean the date on which this Agreement becomes effective upon execution by the Parties, subject to acceptance by the Commission.

“Electricity” shall mean electric capacity as measured in MW or kW, energy as measured in MWh or kWh, and/or ancillary services.

“Emergency Condition” shall mean a condition or situation which is deemed

imminently likely to (i) endanger life, property, or public health; or (ii) adversely affect or impair the reliability of the New York State Transmission System, the Municipal System, Generators, or the electrical or transmission systems of others to which
National Grid's electrical systems are directly or indirectly connected.

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

“ESB 752” shall have the same meaning as “Bulletin No. 752.”

4

“Federal Power Act” shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq. (“FPA”).

“FERC” shall mean the United States of America's Federal Energy Regulatory Commission or any successor organization.

“Force Majeure” shall have the meaning set forth in Article XIII.

“Generator” shall mean a device for the production of electricity interconnected within the Municipal exporting energy to the municipal electric system. The device shall be capable of supplying Energy, Capacity, and/or Ancillary Services (each as defined by the NYISO) that is accessible to the New York Control Area (NYCA).

“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 be acceptable practices, methods, or acts generally accepted in the
region in which Municipal 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, New York State Reliability
Council (defined below) criteria, rules, guidelines and standards, and NYISO (defined

5

below) criteria, rules, guidelines and standards, where applicable, 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 Municipal, the term Good Utility Practice shall also include standards applicable to municipalities connecting to the distribution or transmission facilities or system of another utility.

“Governmental Authority” shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other
governmental subdivision, legislature, rulemaking board, tribunal, or other
governmental authority having jurisdiction over any of the Parties, their respective
facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that for purposes of this Agreement, such term does not include Municipal, National
Grid, NYISO, or any Affiliate thereof.

“Hazardous Substance(s)” shall mean those substances, materials, products or wastes
which are classified as hazardous or toxic, or as petroleum, under any applicable federal,
state or local law, including but not limited to the Comprehensive Environmental
Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. section 9601, et seq.,
the Resource Conservation and Recovery Act (“RCRA”), section 6901, et seq., the
Environmental Conservation Law, Article 27-1301, et seq., and the Navigation Law,
Article 12 or any regulations promulgated thereunder, effective as of the date of execution of
this Agreement, and the presence of which requires investigation, remediation, removal and/or
cleanup under this Agreement.

6

“Interconnection Facilities” shall include all those National Grid and Municipal facilities
and National Grid Properties or Municipal properties necessary to effect the transfer of
Electricity from the National Grid Transmission System to Municipal, as such facilities are
identified in more particularity in Exhibit A to this Agreement, and shall include any
Modifications, replacements, retirements or upgrades made to the Interconnection
Facilities.

“Interconnection Points” shall mean the points at which the Interconnection Facilities
are connected to the National Grid Transmission System as indicated on Exhibit A.

“Interconnection Study” shall mean the necessary studies performed by National Grid
for interconnection or Modification of an interconnection of the Municipal to the National
Grid Transmission System. National Grid shall perform those studies that, in the judgment
of National Grid, are necessary to determine (a) an appropriate Interconnection Point and
delivery point, (b) conceptual equipment and the facilities necessary and desirable for the
construction and operation of new or additional or modified facilities, (c) the interconnection
voltage and operational constraints, (d) the estimated costs of facilities and/or the costs for
National Grid's design, review, assistance and inspection of facilities to be designed and
constructed by Municipal, (e) the estimated costs of any new reinforcements to or additions
of new facilities to the National Grid Transmission System or the National Grid
Interconnection Facilities required or recommended to be made in order for National Grid
to interconnect with Municipal in accordance with NYISO Tariff rules and regulations and as
such Interconnection Study is attached hereto as Exhibit B. Interconnection Study shall
include the Interconnection Feasibility Study and the Interconnection System Reliability

7

Impact Study.

“Load Serving Entity (LSE)” shall mean an entity, including a municipal electric system and an electric cooperative, authorized or required by law, regulatory authorization,
agreement, or contractual obligation to supply Energy, Capacity, and/or Ancillary Services to retail customers located within the NYCA, including an entity that takes service directly
from the NYISO to supply its own load in the NYCA

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

“Metering Authority” shall mean an entity designated by the NYISO that is responsible for a NYISO electric revenue metering system for its calibration, maintenance, operation, and reporting of metered data.

“Metering Equipment” shall mean all metering equipment installed or to be installed at the Interconnection Facilities by National Grid or other Metering Authority pursuant to this Agreement at the metering points, including but not limited to instrument
transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

8

“Modification” means any new construction, new facilities, additions, reinforcements, alterations, improvements, appurtenances, replacements, retirements or upgrades made to the Interconnection Facilities, National Grid Transmission System, Municipal System, or
Municipal Interconnection Facilities after the Effective Date of this Agreement.
"Modification" as it applies to the Interconnection Facilities or National Grid Transmission System shall also include Modifications which are required to support the operations of
Municipal, including those required by: (i) changes in the operations of Municipal after the Effective Date as hereinafter defined, or (ii) changes in the technology employed at
Municipal’s Interconnection Facilities after the Effective Date.

“Municipal” shall mean the Village of Boonville, a municipal corporation duly organized and validly existing under the laws of the State of New York.

“Municipal Interconnection Facilities” shall mean facilities between the Municipal
System and the National Grid Interconnection Facilities, owned by the Municipal that
are necessary to effect the transfer of Electricity from the National Grid Transmission
System to Municipal, as such facilities are identified in more particularity in Exhibit A to
this Agreement.

“Municipal System” shall mean the electric transmission and distribution facilities that are owned, controlled and maintained by the Municipal.

“National Grid” shall mean Niagara Mohawk Power Corporation d/b/a National Grid and its successors and permitted assigns.

9

“National Grid Interconnection Facilities” shall mean facilities between the Municipal
Interconnection Facilities and the Transmission System owned by National Grid that are
necessary to effect the transfer of Electricity from the National Grid Transmission System to
Municipal, as such facilities are identified in more particularity in Exhibit A to this
Agreement.”

“National Grid Properties” shall mean those parcels of and/or interest in real property that National Grid uses for its Transmission System.

“National Grid Transmission System” means the properties, structures, facilities,

equipment, devices, and apparatus wholly or partly owned or leased by, or under contract to, or under the control of National Grid or its Affiliates, necessary for the provision of services under the NYISO OATT and/or National Grid’s Retail Tariff .

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

“New York Control Area (NYCA)” shall have the same meaning as in the

Independent System Operator Agreement establishing the New York ISO (as defined
below).

“New York State Transmission System” shall mean the entire New York State

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

10

“NPCC” shall mean the Northeast Power Coordinating Council or any successor organization.

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

“NYISO OATT” shall mean the FERC-approved Open Access Transmission Tariff for the NYISO, as it may be amended from time to time.

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

“NYISO Tariffs” shall mean the NYISO OATT and the NYISO Services Tariff and any successors thereto.

“NYPA” shall mean the New York Power Authority or any successor thereto.

“NYPSC” means the New York Public Service Commission or any successor thereto.

“NYSRC” shall mean the New York State Reliability Council or any successor organization.

“Reasonable Efforts” shall mean, with respect to an action required to be

attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

“Retail Tariff” means Niagara Mohawk's Retail Tariff, New York Public Service

11

Commission ("NYPSC") No. 220 — Electricity as approved by the NYPSC and all subsequent revisions, as it may be amended from time to time.

“Transmission System” shall mean an interconnected group of electric delivery lines and associated equipment for moving or transferring electric energy in bulk between points of supply and points at which it is transformed for delivery over the distribution system lines to consumers, or is delivered to other electric systems.

“Upgrades” shall mean the upgrades and additions to National Grid's Transmission System identified in the Interconnection Study.

ARTICLE II

AGREEMENT TO INTERCONNECT

DESCRIPTION OF INTERCONNECTION FACILITIES

2.1 This agreement governs the terms and conditions under which the Municipal System is

interconnected with, and operates in parallel with, the National Grid Transmission System. National Grid will own and operate the National Grid Interconnection Facilities. The
Municipal shall own and operate the Municipal Interconnection Facilities. This Agreement does not address rights or obligations of the Municipal when providing Transmission
Service or Generation Interconnecting Service under the NYISO OATT.

2.2 National Grid and Municipal are interconnected by means of existing Interconnection

Facilities as identified on Exhibit A to this Agreement. Municipal and National Grid
agree that the installation of the electrical equipment and the operation of the
Interconnection Facilities must meet or exceed the standards of Good Utility Practice, all
requirements of Bulletin No. 752, any applicable Interconnection Study and the NYISO;

12

provided, however, that in the event of a conflict between the requirements, rules and regulations of the NYISO and the requirements of Bulletin No. 752, the requirements, rules and regulations of the NYISO shall govern.

2.3 Municipal shall use Good Utility Practice to own, operate and maintain, and make

available to the extent consistent with Applicable Laws and Regulations the Municipal
Interconnection Facilities and Municipal System. National Grid shall use Good Utility
Practice to own, operate and maintain, and make available to the extent consistent with
Applicable Laws and Regulations the National Grid Interconnection Facilities and
National Grid Transmission System. National Grid does not, however, guarantee or
warrant uninterrupted availability of the National Grid Interconnection Facilities and
National Grid Transmission System. Any curtailment of deliveries over the National Grid
Interconnection Facilities and National Grid Transmission System shall be governed by
Good Utility Practice, the terms and conditions of the NYISO Tariffs, ESB 752, National
Grid's standard practices and procedures.

2.4 National Grid reserves the right to operate disconnect switch(s) at the Interconnection

Facilities with twenty four (24) hour notice to Municipal for National Grid requested

maintenance or in an Emergency Condition after giving Municipal reasonable notice

under the circumstances. National Grid shall exercise such right of disconnect (a) in

accordance with Bulletin No. 752, (b) in a non-discriminatory manner, (c) in accordance with Good Utility Practice, and (d) in recognition of Section 7.4 of this Agreement.

2.5 The Municipal and National Grid shall each be responsible for protection of its respective

facilities consistent with Good Utility Practice and Applicable Reliability Standards.

13

In compliance with NPCC requirements and Good Utility Practice, Municipal shall

provide, install, own, and maintain relays, circuit breakers and all other devices necessary
to remove any fault contribution of the Municipal System or generators directly connected
to the Municipal System to any short circuit occurring on the New York State
Transmission System not otherwise isolated by National Grid’s equipment, such that the
removal of the fault contribution shall be coordinated with the protective requirements of
the New York State Transmission System. Such protective equipment shall include,
without limitation, a disconnecting device or switch with load-interrupting capability
located between the Municipal System and the New York State Transmission System at a
site selected upon mutual agreement (not to be unreasonably withheld, conditioned or
delayed) of the Municipal and National Grid. Municipal shall be responsible for protection
of the Municipal System and Municipal’s other equipment from such conditions as
negative sequence currents, over- or under-frequency, sudden load rejection, over- or
under-voltage, and generator loss-of-field. Municipal shall be solely responsible to
disconnect the Municipal system and Municipal’s other equipment if conditions on the
New York State Transmission System could adversely affect the Municipal System.

2.6 This Agreement does not waive, alter or impair the rights or obligations of any party under

any other agreement.

2.7 No Transmission Delivery Service. The execution of this Agreement does not constitute a

request for, nor agreement to provide, any Transmission Service under the NYISO Tariffs,
and does not convey any right to deliver electricity to any specific customer or Point of
Delivery. If Municipal wishes to obtain Transmission Service on the New York State

14

Transmission System, then Municipal must request such Transmission Service in accordance with the provisions of the NYISO Tariffs.

2.8 The execution of this Agreement does not constitute a request for, nor agreement to

provide Energy, any Ancillary Services or Installed Capacity under the NYISO Tariffs. If Municipal wishes to supply Energy, Installed Capacity or Ancillary Services, then
Municipal will make application to do so in accordance with the NYISO Tariffs.

2.9 Both Parties agree that the Interconnection Facilities of either Party shall be used only for

wholesale service to Municipal except as otherwise agreed to by the Parties or as required by Applicable Laws and Regulations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PARTIES

3.1 Municipal is a municipal corporation duly organized and validly existing under the laws of

the State of New York. Municipal is qualified to do business under the laws of the State of New York, is in good standing under the laws of the State of New York, has the power and authority to own its properties, to carry on its business as now being conducted, and to
enter into this Agreement and the transactions contemplated herein and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this
Agreement, and is duly authorized to execute and deliver this Agreement and consummate the transactions contemplated herein.

3.2 National Grid is a corporation duly organized, validly existing and qualified to do business

under the laws of the State of New York, is in good standing under its certificate of

incorporation and the laws of the State of New York, has the corporate authority to own

15

its properties, to carry on its business as now being conducted, and to enter into this

Agreement and the transactions contemplated herein and perform and carry out all

covenants and obligations on its part to be performed under and pursuant to this

Agreement, and is duly authorized to execute and deliver this Agreement and consummate the transactions contemplated herein.

3.3 Municipal and National Grid each represents that: (a) it is not prohibited from entering

into this Agreement and discharging and performing all covenants and obligations on its
part to be performed under and pursuant to this Agreement; (b) upon the acceptance of
the terms of this Agreement by FERC, the execution and delivery of this Agreement, the
consummation of the transactions contemplated herein including the fulfillment of and
compliance with the provisions of this Agreement will not conflict with or constitute a
breach of or a default under any of the terms, conditions or provisions of any law, rule or
regulation, any order, judgment, writ, injunction, decree, determination, award or other
instrument or legal requirement of any court or other agency of government, or any

contractual limitation, corporate restriction or outstanding trust indenture, deed of trust,

mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement
or instrument to which it is a party or by which it or any of its property is bound and will
not result in a breach of or a default under any of the foregoing; and (c) unless this
Agreement is materially modified by any court or appropriate regulatory authority having
jurisdiction and subsequently terminated, this Agreement shall be a legal, valid and binding
obligation enforceable in accordance with its terms, except as limited by any subsequent
order of any court or appropriate regulatory authority having jurisdiction, or by any
applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium, or

16

other similar laws affecting the enforcement of rights of creditors generally as such laws may be applied in the event of a reorganization, insolvency, liquidation, readjustment of debt or other similar proceeding of or moratorium applicable to the Party and by general principles of equity (regardless of whether such enforceability is considered in a
proceeding in equity or at law.)

ARTICLE IV

INTERCONNECTION FACILITIES

4.1 Interconnection Facilities.

4.1.1 Exhibit A to this Agreement shall separately identify the Interconnection Facilities
 associated with the existing delivery point and the Interconnection Facilities
 associated with any new, modified, or upgraded delivery point. The
 Interconnection Facilities and the Upgrades associated with a new, modified, or
 upgraded delivery point shall be constructed and operated in accordance with the
 Interconnection Study performed by National Grid pursuant to this Agreement
 and in accordance with Good Utility Practice. The provisions of this Agreement
 addressing the design, engineering, procurement, and construction of
 Interconnection Facilities and Upgrades shall apply to the Interconnection
 Facilities and the Upgrades associated with any new, modified, or upgraded
 delivery point.

4.2 Obtaining Real Property Interests, and Necessary Licenses, Permits, and

Approvals.

4.2.1 Municipal will acquire all interests in real property that are necessary for

17

National Grid to construct, operate and maintain the National Grid

Interconnection Facilities or Modification in accordance with the terms and provisions of this Agreement.

4.2.2 National Grid, at Municipal's sole cost and expense, shall be responsible for
 preparing and maintaining in full force and effect all permits, authorizations,
 licenses, certificates and approvals necessary to design, construct, operate and
 maintain the National Grid Interconnection Facilities and/or Modifications.
 Municipal shall be responsible, at its own cost, for preparing and maintaining in
 full force and effect all permits, authorizations, licenses, certificates, and approvals
 necessary to design, construct, operate and maintain the Municipal Interconnection
 Facilities and effectuate its obligations under the Agreement with respect to the
 National Grid Interconnection Facilities. National Grid, at Municipal's sole cost
 and expense, shall fully cooperate with Municipal in order to prepare and maintain
 all permits, authorizations, licenses, certificates and approvals required by this
 Section. Municipal and National Grid agree to comply in all material respects
 with all federal, state and local environmental and other laws, ordinances, rules,
 regulations, permits, licenses, approvals, certificates and requirements thereunder
 in connection with the activities each performs pursuant to this Agreement.

4.2.3 Municipal agrees that, upon National Grid’s reasonable request, prior to the
 transfer of any real property interest to National Grid under the terms of this
 Agreement, Municipal shall conduct, or cause to be conducted, at Municipal’s sole
 cost and expense, sampling, soil testing, and any other methods of investigation

18

which would disclose the presence of any Hazardous Substance which has been

released on the property or which is present upon the property by migration from
an external source on the property and shall notify National Grid in writing as
soon as reasonably practicable after learning of the presence of Hazardous
Substance upon said property interest. Municipal shall provide National Grid with a
copy of any report or data generated as a result of such sampling or soil testing
activities. Municipal agrees to indemnify, defend, and save National Grid, its
agents and employees, harmless from and against any loss, damage, liability (civil
or criminal), cost, suit, charge (including reasonable attorneys' fees), expense, or
cause of action, for the investigation, remediation, removal, clean-up, and/or
management of any Hazardous Substance relating to any damages to any person or
property resulting from the presence of such Hazardous Substance.

4.2.4 National Grid, at Municipal's sole cost and expense, shall be given the

opportunity to inspect, be present for final testing and approve new or modified

Municipal Interconnection Facilities and review all appropriate approvals, certificates,
permits, and authorizations. Municipal shall be responsible for correcting any
situations contrary to Good Utility Practice, Bulletin No. 752,any other applicable
standards including applicable NERC and NPCC standards or any applicable
NYISO requirements, which such requirements shall govern in the event of a conflict
between NYISO and the requirements of Bulletin No. 752, which materially and
adversely affect the operability of the National Grid Interconnection Facilities or are
contrary to applicable laws or permits, and for correcting any material deficiencies
which could impede the National Grid Interconnection Facilities pursuant to

19

this Agreement. Municipal shall be responsible for the costs associated with making such corrections. Prior to placing new or modified Municipal
Interconnection Facilities in service, National Grid shall provide Municipal with documentation concerning the results of any National Grid review of any new or modified Municipal Interconnection Facilities.

4.2.5 Municipal shall be given the opportunity to inspect, be present for final

testing and approve new or modified National Grid Interconnection Facilities and
review all appropriate approvals, certificates, permits, and authorizations.
National Grid shall correct any situations contrary to Good Utility Practice, Bulletin
No. 752, National Grid's standards, procedures, practices and functional
specification requirements, standard National Grid environmental, construction,
forestry, and right-of-way managem ent practi ces and procedures, National
Grid's ROW Access, Maintenance and Construction Best
Management Practices and National Grid's Transmission Right-of-Way
Management Plans or any applicable NYISO requirements, which such
requirements shall govern in the event of a conflict between NYISO and the
requirements of Bulletin No. 752, which materially and adversely affect the
operability of the Interconnection Facilities or are contrary to applicable laws or
permits, and for correcting any material deficiencies which could impede the
Interconnection Facilities pursuant to this Agreement. Prior to placing new or
modified National Grid Interconnection Facilities in service, Municipal shall
provide National Grid with documentation concerning the results of any Municipal
review of any new or modified National Grid Interconnection Facilities.

20

4.3 National Grid Design, Engineering and Construction Activities.

4.3.1 At Municipal's expense, National Grid agrees to design, engineer, and construct
 the National Grid Interconnection Facilities and/or Modifications and Upgrades
 in accordance with (a) the Interconnection Study, (b) Good Utility Practice and (c)
 National Grid and NYISO standards. Any disputes concerning the foregoing
 shall be resolved in accordance with Article XXI of this Agreement.

4.3.2 At Municipal's expense, National Grid agrees to procure any and all equipment
 and materials to be incorporated into the construction or modification of the
 National Grid Interconnection Facility and Upgrades.

4.3.3 All design, engineering, procurement, and construction activities performed by
 National Grid or a third party selected by National Grid shall be performed in
 accordance with a schedule and an estimated budget mutually agreed to by the
 Parties in advance of the commencement of such activities. National Grid, at
 Municipal's expense, agrees to inform Municipal on the first business day of each
 month and at such other times as Municipal reasonably requests of the status of all
 design, engineering, procurement, and construction activities performed by
 National Grid or a third party selected by National Grid, including, but not limited
 to, the following information: progress to date; a description of upcoming
 scheduled activities and events; the delivery status of all ordered equipment; a
 revised budget and cost report; and the identification of any event which National
 Grid reasonably expects may delay construction of the Upgrades or the National
 Grid Interconnection Facilities.

21

4.3.4 No design, engineering, procurement, or construction activities shall be

undertaken by National Grid prior to Municipal's receipt of the Interconnection
Study and until such time as Municipal issues a written notice to proceed with such
activities and a money deposit received by National Grid for services to be
rendered.

4.3.5 Municipal reserves the right, upon thirty (30) Calendar Days prior written notice
 to National Grid, to suspend at any time all work by National Grid associated with
 the design, engineering, procurement, construction of the Upgrades or with any
 design, engineering, and construction activities relating to the National Grid
 Interconnection Facilities and/or Modifications. Municipal acknowledges and
 agrees to reimburse National Grid for all costs incurred by National Grid that cannot
 be avoided, due to Municipal's suspending said work, in accordance with Article X
 of this Agreement. National Grid shall, if requested by Municipal, use Reasonable
 Efforts to suspend work by National Grid less than thirty (30) Calendar Days after
 National Grid receives notice from Municipal.

4.3.6 National Grid shall, at Municipal's expense, test the Interconnection Facilities,
 Modifications and Upgrades to ensure their safe and reliable operation in
 accordance with Good Utility Practice.

4.4 Access Rights

4.4.1 National Grid hereby grants to Municipal access, and licenses, as Municipal may
 require in connection with the construction and permitting of the Interconnection

22

Facilities and/or Modifications.

4.4.2 Municipal hereby grants to National Grid all necessary access, and licenses,

including adequate and continuing rights of access to Municipal's property, as is

necessary for National Grid to construct, operate, maintain, replace, remove the National Grid Interconnection Facilities and or Modifications in accordance with the terms of this Agreement and to exercise any other of its obligations under this
Agreement. Municipal hereby agrees to execute such grants, deeds, licenses,
instruments or other documents as National Grid may require to enable it to record
such rights of way, easements, and licenses. Municipal also grants to National
Grid rights of access to Municipal's property as necessary for any purpose
reasonably related to this Agreement.

4.5 All expenditures incurred in acquiring franchises, necessary rights-of-way and associated

permits and authorizations shall be the sole responsibility of Municipal. All costs

associated with the transfer of real property rights to National Grid shall also be the

responsibility of Municipal, including, but not limited to, closing costs, subdivision costs,
transfer taxes and recording fees. National Grid shall be reimbursed for all costs it incurs in connection thereto and in carrying out the responsibilities hereunder as provided in Article X of this Agreement.

4.6 The rights-of-way for the Interconnection Facilities’ newly constructed or modified by

Municipal pursuant to this Agreement shall be conveyed to National Grid in fee simple or by an easement approved by National Grid, with good and marketable title free and clear of all liens and encumbrances for a sum of $1.00. With respect to any approved

23

conveyance of easements, Municipal shall subordinate pertinent mortgages to easement

rights. Municipal shall indemnify, defend, and hold harmless National Grid, its agents and

employees, from all liens and encumbrances against the property conveyed. Municipal further
agrees to provide a complete field survey with iron pin markers showing the centerline of the
entire right-of-way, a 40-year abstract of title, and a 10-year tax search. Municipal shall
be required to provide National Grid, as a condition of and pursuant to conveyance to
National Grid of any and all interests in real property acquired by Municipal on behalf of
National Grid for the new or modified Interconnection Facilities, title insurance with a
complete title report issued by a reputable title insurance company. In the event Municipal is
unable to convey to National Grid good and marketable title to any parcel of land acquired
pursuant to this Agreement, whether said defect in title is discovered prior to or after
conveyance of said parcel of land, or in the event of a failure by Municipal to comply with
National Grid's engineering standards or any applicable law, code, rule or regulation,
then Municipal shall cure such defect or failure to comply, to the reasonable satisfaction of
National Grid within six (6) months after receipt of written notice from National Grid to
Municipal specifying the defect or failure to comply or within such other time as the
parties may agree. All expenses and costs associated with curing said defects or failure to
comply shall be Municipal's sole responsibility.

4.7 Each Party shall provide to the other Party copies of all necessary environmental, right-

of-way, engineering, and other licenses, certificates, permits, approvals and as-built

drawings.

4.8 Each Party shall also provide to the other, upon request and at the costs of the requesting

24

Party, reasonable documentation necessary to verify costs relating to the new Interconnection Facilities and/or Modifications, including, but not limited to, any costs relating to the design, engineering, construction, operation or maintenance of the Interconnection
Facilities. Each Party shall have the right to request reasonable supporting documents which is necessary to substantiate its costs.

ARTICLE V

OPERATION, MAINTENANCE, AND MODIFICATION OF FACILITIES

5.1 Operation and Maintenance of Interconnection Facilities.

5.1.1 National Grid will own, operate, maintain and repair (repair includes, but is not
 limited to, replacement of existing equipment when required due to failure) the
 National Grid Interconnection Facilities in accordance with Good Utility
 Practice.

5.1.2 Municipal, at its own expense, will own, operate, maintain and repair (repair

includes, but is not limited to, replacement of existing equipment when required

due to failure) Municipal Interconnection Facilities in accordance with Good Utility Practice.

5.1.3 National Grid and Municipal shall confer regularly to coordinate the planning,
 scheduling and performance of preventive and corrective maintenance on the
 Interconnection Facilities. Absent an Emergency Condition, Municipal will use
 Reasonable Efforts to schedule outages on a date and time mutually acceptable to
 both National Grid and the Municipal. Municipal will notify and coordinate with
 National Grid the schedule for scheduled outages for the upcoming year in

25

accordance with Bulletin No. 752, Good Utility Practice, NYISO practices and
National Grid standard practices and, upon making any changes to such schedules
thereafter, shall promptly notify and coordinate with National Grid regarding any
such changes.

5.1.4 In furtherance of the Parties' mutual objective to preserve and maintain the

reliability of the National Grid Transmission System and the Municipal System, the Parties agree to coordinate the planning and scheduling of any outages and any
changes thereto in a manner that will preserve and maintain the reliability of, and
minimize the effect on, the National Grid Transmission System and the Municipal System consistent with Good Utility Practice, Bulletin No. 752, NYISO practices and National Grid standard practices.

5.1.5 In furtherance of the Parties' mutual objective to preserve and maintain the
 reliability of the National Grid Transmission System and the Municipal System, the
 Parties agree, to coordinate the planning and scheduling of preventive and corrective
 maintenance in a manner that will preserve and maintain the reliability of the
 National Grid Transmission System and the Municipal System. The Parties shall
 conduct preventive maintenance and corrective maintenance activities as scheduled
 and planned, or as they become necessary, consistent with Good Utility Practice.

5.1.6 Municipal shall maintain its Municipal Interconnection Facilities in a safe and
 reliable manner in accordance with this Agreement.

5.1.7 National Grid will maintain its National Grid Interconnection Facilities in a safe

26

and reliable manner in accordance with this Agreement.

5.1.8 Municipal and National Grid acknowledge that the purpose of the interconnection
 referred to herein is to allow Municipal to obtain transmission service on a non-
 discriminatory basis. Any actions taken by National Grid with respect to Municipal
 or the Municipal System shall not be unduly discriminatory or preferential.

5.2 Modification of the Interconnection Facilities.

5.2.1 National Grid shall retain the discretion to determine whether, when, and in
 what manner Modifications to the National Grid Interconnection Facilities are
 required by Good Utility Practice and, as soon as reasonably practicable, but no
 later than three months advance written notice including an estimate of the cost of
 the Modification, shall advise Municipal when it makes such a determination and
 whether performing the Modification, or the Modification itself, is expected to
 interrupt the flow of power over the Interconnection Facility. National Grid shall use
 Reasonable Efforts to minimize any interruption of power flow over or to the
 Interconnection Facilities. National Grid shall construct, operate, maintain and repair
 any such Modification, and Municipal shall reimburse National Grid for all actual
 costs and expenses of constructing, operating and maintaining the Modification.

5.2.2 If a Modification to the National Grid Interconnection Facilities is required to
 support the operations of Municipal, National Grid shall construct, operate,
 maintain and repair, at Municipal's expense, any such Modification, and
 Municipal shall reimburse National Grid for all actual costs and expenses of

27

constructing the Modification. National Grid shall provide three months advance written notice including an estimate of the cost of the Modification to Municipal to the extent reasonably practicable.

5.2.3 Municipal shall give National Grid three months advance written notice of any
 planned Modifications to the Municipal Interconnection Facilities.

5.2.3.1 Such notice shall include plans, specifications, information and
 operating instructions relating to the impact of planned
 Modifications on the National Grid Transmission System or the
 National Grid Interconnection Facilities, National Grid's
 electric operations and the Municipal System.

5.2.3.2 If National Grid determines that such Modification would have
 a material adverse effect upon National Grid's operations or the
 operations of National Grid's customers, then National Grid
 shall so notify Municipal. In the event that Municipal elects to
 continue with such Modification, National Grid shall be entitled
 to designate the earliest date upon which Municipal may begin
 the Modification, provided, however, that National Grid shall not
 designate a beginning date that is later than eighteen (18)
 months after receipt of the notice mandated by Section 5.2.3.
 Municipal shall be responsible for all costs associated with such
 Modification, including any costs incurred by National Grid
 associated with ensuring that the National Grid Interconnection

28

Facilities would be compatible with such Modification.

5.2.3.3 Notwithstanding the foregoing, should Municipal propose a

schedule for performing a Modification that National Grid in good faith determines may adversely affect National Grid's operations or the operations of National Grid's customers, National Grid may reject such schedule, but only to the extent such schedule is not in accordance with Good Utility Practice.

5.2.3.4 All Modifications to the National Grid Transmission System or the
 National Grid Interconnection Facilities, and any resulting effects
 on the National Grid Transmission System shall meet the rules and
 requirements of NERC, NPCC, NYSRC, the NRC, and the
 NYISO or their respective successors, the standards of Good
 Utility Practice, and the requirements of Bulletin No. 752;
 provided, however, that in the event of a conflict between the rules
 and requirements of the NYISO and the requirements of Bulletin No.
 752, the rules and requirements of the NYISO shall govern.

5.2.4 If Municipal is permitted by National Grid to construct, at its own expense, a
 Modification to the National Grid Interconnection Facilities subject to the terms of
 this Agreement, then Municipal shall transfer all rights, title and interest in such
 Modification to National Grid upon completion of construction and shall execute all
 necessary documents to effectuate transfer of ownership thereof to National Grid,
 provided however, that design, engineering, and construction activities on to the

29

existing National Grid Interconnection Facilities shall be performed by National
Grid, or by a third party selected by National Grid in accordance with Good
Utility Practice and at Municipal's expense. Municipal shall obtain any necessary
permits, authorizations and rights-of-way for the Modification, in accordance with
this Agreement, the costs thereof to be paid by Municipal. Municipal shall transfer
any such rights-of-way to National Grid. National Grid will accept transfer of
ownership and energize the Modification, upon Municipal 's satisfaction, at
Municipal 's expense, of the following: (a) the modification shall comply with
National Grid's engineering standards and all applicable laws, codes, rules and
regulations; (b) the transfer of all rights of way necessary for the Modification shall
be made in fee simple (by warranty deed free and clear of all liens and
encumbrances) for consideration in the amount of One Dollar and (c) a land survey
and title insurance for the Modification shall be provided to National Grid by
Municipal in a form and amount acceptable to National Grid. The Municipal shall
be responsible for any and all taxes caused by the transfer of ownership.

5.3 [Not used]

5.4 Interconnection of Third Party Facilities to Municipal System and Upgrades

Related to Municipal Expansions.

5.4.1 Municipal will provide advance written notice to National Grid prior to the

proposed interconnection to the Municipal System of any: (1) new Generator; or

(2) 10% increase or more in the capacity of an existing Generator connected to the

30

Municipal System. Such written notice shall be provided within 30 Calendar Days of Municipal receiving an interconnection or service request or notice of a proposed increase in Generator capacity.

5.4.2 National Grid or the NYISO, as applicable, will have the right to perform an

Interconnection Study, if necessary and as appropriate, in order to determine the
extent of the impact of the proposed interconnection of, or increase in, Generator
capacity on the National Grid Transmission System or Interconnection Facilities.
National Grid or the NYISO shall perform any such studies pursuant to any
applicable NYISO requirements. If upgrades to the National Grid Transmission
System or National Grid Interconnection Facility are required as a result of the
proposed interconnection or increase in Generator capacity, such upgrades will be
performed by National Grid or a third party designated by National Grid at the
expense of either the Municipal to the extent consistent with FERC policy or the
owner of the Generator, consistent with Attachment S to the NYISO OATT,
Attachment X to the NYISO OATT, or Attachment Z to the NYISO OATT, as
applicable.

5.4.2.1 Municipal, the owner of the Generator, or the owner of the load connecting to
 the Municipal System shall reimburse National Grid for all actual costs and
 expenses of studying, constructing, operating, and maintaining National Grid
 Interconnection Facility’s upgrades.

5.4.2.2 If the Transmission System upgrades are the result of a Generator

interconnection, Municipal or the owner of the Generator connecting to the

31

Municipal System shall reimburse National Grid for all actual costs and

expenses of studying and constructing the Transmission System upgrades to the extent consistent with Attachment S to the NYISO OATT.

5.4.2.3 Every year Municipal will provide National Grid with a ten year load forecast.
 Municipal will also provide advance written notice to National Grid prior to an
 otherwise unanticipated peak load increase of ten percent or greater over the
 peak load stated in Exhibit A. The parties will mutually agree as to the scope
 and methodology of any necessary impact study. If any required National Grid
 Interconnection Facility or Transmission System upgrades are the result of a
 load interconnection, Municipal, or the owner of the load connecting to the
 Municipal System shall reimburse National Grid for all actual costs and
 expenses of studying and constructing, operating, and maintaining the
 Transmission System upgrades to the extent consistent with FERC policy.

5.4.2.4 The construction of Transmission System upgrades by National Grid in

accordance with this Section 5.4.2 shall be subject to National Grid’s ongoing
ability to recover the prudently incurred costs associated with such
Transmission System upgrades through rates set forth in transmission and retail
tariffs, provided that nothing in this Section 5.4.2.4 shall limit the obligation of
National Grid to construct all Transmission System upgrades needed to comply
with Applicable Laws and Regulations or Applicable Reliability Standards.

ARTICLE VI POWER DELIVERIES

6.1 Metering.

32

6.1.1 The parties understand that metering shall be performed by the NYPA in

accordance with a separate agreement. Municipal shall comply with NYPA’s

Municipal System Interconnect Revenue Metering requirements. Municipal shall enter into arrangements for NYPA to provide and maintain compatible revenue
quality metering equipment. Such metering equipment shall record the delivery
of energy, including reactive power, in such a manner so as to measure on an
hour-by-hour basis total power and energy delivered to Municipal. Such metering equipment shall be installed at a location mutually agreeable to Municipal, NYPA and National Grid. Such metering equipment may be owned and/or operated by a third party Metering Authority but must, at a minimum, satisfy NYISO and
NYSDPS quality and technical requirements.

Additional metering requirements may apply to satisfy the needs of other

suppliers of power to Municipal. The costs to implement and operate such other requirements shall not be at the expense of National Grid nor shall such
requirements interfere with National Grid’s requirements. Each Party agrees to use Reasonable Efforts to comply with such additional metering requirements as may be required from time to time.

6.1.2 In the case where generation exists within the Municipal System, depending on
 the generation size or its final market destination, additional metering equipment
 may be required to satisfy National Grid’s, the NYISO’s, the Municipal’s or
 NYPA’s needs.

33

Where generation exists within the Municipal System and is consumed by
Municipal (i.e., is not sold to the NYISO or other markets) and is below a
mutually agreed upon MW threshold, no additional metering will be required under this Agreement.

Where generation exists within the Municipal System and it is sold to the NYISO
or other markets, or the generation is above a mutually agreed upon MW
threshold, the Municipal, at its own expense, shall provide all necessary
communication equipment and transmission mediums such as telephone lines and
any necessary protection for such communication equipment and related
equipment, and shall furthermore be responsible for all communication required
by National Grid for observability of the generator production and generator
station load, data, and transmission equipment status, and as also may be required
by NYPA, the NYPSC or the NYISO. Except as otherwise agreed, Municipal
shall be responsible for the purchase, ownership and maintenance of all
telemetering equipment required at or connected to Municipal's facilities.
Municipal shall provide, install and own National Grid approved or specified test
switches in the transducer circuits that have been also approved or specified by
National Grid. Municipal shall be responsible for any and all costs involved in
the relocation of communication circuits and transmission mediums that may be
required by National Grid, NYPA, the NYPSC, or the NYISO from time to
time. Nothing in this Agreement shall preclude Municipal from entering into
an agreement or other arrangement under which a Generator or Generators
assume responsibility for costs to be incurred by Municipal under this Article

34

VI. Any circumstance where National Grid is requested to provide data to the NYISO for a Generator or Generators within the Municipal System will be addressed in a separate agreement.

6.1.3 Electricity received at the delivery points by Municipal hereunder shall be

measured by electric watt hour meters of a type approved by the NYPSC and NYPA.
These metering facilities will be installed, owned, and maintained by NYPA and shall
be sealed by NYPA, with the seal broken only upon occasions when the meters are
to be inspected, tested or adjusted and representatives of both National Grid and
Municipal are present. The metering and installation costs are to be borne by
Municipal. The meters shall be maintained in accordance with the rules set forth in

16 NYCRR Part 92, as amended from time to time, and with Good Utility Practice.

6.1.4 National Grid, at its own expense, may elect to install its own meters in addition
 to Municipal or NYPA's meters. Such meters shall meet the requirements of 16
 NYCRR Part 92, as may be amended from time to time.

6.1.5 In the event the Municipal desires access to meter information, Municipal, at its
 own expense, shall be responsible for purchasing and installing software, hardware
 and/or other technology that may be required to access such meter information.
 The software, hardware and/or other technology installed for this purpose shall be
 in compliance with any applicable NYPSC, NYPA and National Grid rules,
 requirements, or standards.

6.1.6 Municipal grants to the employees and agents of National Grid the right of

35

access to Municipal Interconnection Facilities at all reasonable times for such
purposes of the reading of meters; inspection of meters, their wiring and related
equipment; and installing, operating, maintaining, disconnecting and removing of
any or all of the property belonging to National Grid. If Municipal refuses such
access to the meters or other National Grid equipment, or if access is obstructed
or hazardous, National Grid shall provide notice that Municipal shall have five

(5) Calendar Days in which to permit access, or remove any obstruction or

hazard. If, after five (5) Calendar Days from the receipt of the notice, Municipal
does not permit access or remove any obstruction or hazard, it will constitute an
event of breach, and National Grid may take any action in accordance with this
Agreement, including disconnecting Municipal from the Transmission System in
accordance with Good Utility Practice, after providing reasonable notice.

6.2 Losses.

If the metering equipment and the Interconnection Points are not at the same location, the metering equipment shall record delivery of Electricity in a manner that accounts for losses occurring between the metering points and the Interconnection Points. The metering
point, the delivery points, associated equipment and distance between the metering point and the delivery points shall be as set forth in Exhibit A. If the metering points are changed to another location, losses in accordance with this Section will be recalculated.

ARTICLE VII

EMERGENCIES

36

7.1 Obligations. Each Party shall comply with the Emergency State procedures of NYISO,

the Applicable Reliability Councils, Applicable Laws and Regulations, and any emergency procedures agreed to by the NYISO Operating Committee.

7.2 Notice. National Grid shall notify Municipal promptly when it becomes aware of an

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

7.3 Immediate Action. Unless, in Municipal’s reasonable judgment, immediate action is

required, Municipal shall obtain the consent of National Grid, such consent to not be

unreasonably withheld, prior to performing any manual switching operations at the

Interconnection Facilities in response to an Emergency State either declared by NYISO, National Grid or otherwise regarding New York State Transmission System.

7.4 NYISO and National Grid Authority.

37

7.4.1 General. NYISO or National Grid may take whatever actions with regard to the
 New York State Transmission System (including the National Grid Transmission
 System) or the National Grid Interconnection Facilities it deems necessary during
 an Emergency State in order to (i) preserve public health and safety, (ii) preserve the
 reliability of the New York State Transmission System or the National Grid
 Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite
 restoration of service.

National Grid shall use Reasonable Efforts to minimize the effect of such actions
or inactions on the Municipal System. The Parties understand that any actions
the NYISO is authorized to take under this Section 7.4.1 are conditioned upon
the NYISO’s use of Reasonable Efforts to minimize the effect of such actions
or inactions on the Municipal System. NYISO or National Grid may, on the
basis of technical considerations, require the Municipal System to mitigate an

Emergency State by taking actions necessary and limited in scope to remedy the Emergency State.

Any actions taken by National Grid with respect to Municipal or the Municipal System shall not be unduly discriminatory or preferential.

7.4.2 Disconnection. NYISO or National Grid may disconnect the Municipal System
 when disconnection is necessary under Good Utility Practice due to an Emergency
 State. These rights are separate and distinct from any right of Curtailment of
 NYISO pursuant to the NYISO OATT. When National Grid can schedule

38

the disconnection in advance, National Grid shall notify Municipal of the reasons,
timing and expected duration of the disconnection. National Grid shall
coordinate with the Municipal using Good Utility Practice to schedule the
disconnection during periods of least impact to the Municipal and the New York
State Transmission System. The Parties understand that any disconnection the
NYISO is authorized to make under this Section 7.4.2 are conditioned upon: (i) the
NYISO’s notification of the Municipal of the reasons, timing and expected
duration of the disconnection; and (ii) the NYISO’s coordination with the
Municipal using Good Utility Practice to schedule the disconnection during
periods of least impact to the Municipal and the New York State Transmission
System. Any disconnection shall continue only for so long as reasonably necessary
under Good Utility Practice. The Parties shall cooperate with each other to restore
the Municipal System, and the New York State Transmission System to their
normal operating state as soon as practicable consistent with Good Utility
Practice.

7.5 Municipal Authority. Consistent with Good Utility Practice and this Agreement, the

Municipal may take whatever actions or inactions with regard to the Municipal System or

Municipal Interconnection Facilities during an Emergency State in order to (i) preserve public
health and safety, (ii) preserve the reliability of the Municipal System or Municipal
Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of
service. Municipal shall use Reasonable Efforts to minimize the effect of such actions or
inactions on the New York State Transmission System and the National Grid
Interconnection Facilities. National Grid shall use Reasonable Efforts to assist

39

Municipal in such actions.

7.6 Limited Liability. Except as otherwise provided in the NYISO Tariffs, no Party shall

be liable to another Party for any action it takes in responding to an Emergency State so long as such action is made in good faith and is consistent with Good Utility Practice and the NYISO Tariffs.

ARTICLE VIII

INSURANCE PROVISIONS

8.1 The Parties agree to maintain at their own expense insurance policies issued by reputable

insurance companies acceptable to the other Party or self-insure to the extent permitted by this Article VIII which provide insurance coverage which meets or exceeds the following requirements:

8.1.1 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.

8.1.2 Commercial General 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 per occurrence

40

AND

(C) General Aggregate & Product Aggregate - $2,000,000 each.

8.1.3 Automobile Liability, covering all owned, non-owned and hired vehicles used in
 connection with all operations, work or services to be performed by or on behalf of
 any contractor under or in connection with this Agreement with minimum limits
 of:

Bodily Injury - $500,000 per occurrence; 1,000,000 aggregate Property Damage - $500,000 per occurrence

OR

Combined Single Limit - $1,000,000 per occurrence

8.1.4 Umbrella or Excess Liability, coverage with a minimum limit of $ 4,000,000.

8.2 Each Party shall include the other Party as an additional insured for all coverage's except

Workers Compensation and Employers Liability Insurance. For National Grid, please use
the following wording: National Grid USA, its direct and indirect parents, subsidiaries and
affiliates.

8.3 In the event any Party uses subcontractors in connection with this Agreement, that Party

shall require all subcontractors to provide the same insurance coverage's set forth in Section

8.1.

8.4 Upon request by any Party, the other Party shall promptly provide the requesting Party with

either evidence of insurance or certificates of insurance evidencing the insurance coverage required under Sections 8.1 and 8.2. Municipal shall provide such certificates or evidence of insurance to National Grid at the following address:

Transmission Commercial

40 Sylvan Rd

Waltham, MA. 02451

National Grid shall provide such certificates or evidence of insurance to Municipal at the

41

following address:

Kenneth P. Stabb

Electric & Water Superintendent

Municipal Commission of Boonville Village of Boonville

13169 State Rt. 12

Boonville, NY 13309-4943

Should any of the above described policies be cancelled before the expiration date thereof, notice will be given in accordance with the policy provisions.

8.5 If any 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 that
Party fails immediately to procure such insurance as specified herein, then the other Party has
the right to procure such insurance and, at its option, either bill the cost thereof to the
failing Party or deduct the cost thereof from any sum due the failing Party under this
Agreement.

8.6 To the extent requested, each Party shall furnish the other Party with copies of any

accident report(s) sent to either Party's insurance carriers covering accidents or incidents
occurring in connection with or as a result of the performance of the work under this
Agreement.

8.7 Each Party shall comply with any governmental and/or site specific insurance

requirements even if not stated herein.

42

8.8 Nothing contained in these insurance requirements is to be construed as (A) limiting the

extent, if any, to which any Party is responsible for payment of damages, or (B) limiting,

diminishing, or waiving the obligation of any Party to indemnify, defend and save harmless the other Party in accordance with this Agreement.

8.9 Notwithstanding the foregoing, Municipal and National Grid may each self-insure to

meet the minimum insurance requirements of Article VIII to the extent each maintains a
self-insurance program; provided that, such Party’s senior debt is rated at investment
grade, or better, by Standard & Poor’s. For any period of time that a Party’s senior debt
is unrated by Standard & Poor’s or is rated at less than investment grade by Standard &
Poor’s, such Party shall comply with the insurance requirements applicable to it under
Article VIII. In the event that a Party is permitted to self-insure pursuant to this Article
VIII, it shall notify the other Party that it meets the requirements to self-insure and that
its self-insurance program meets the minimum insurance requirements in a manner

consistent with that specified in Article VIII.

8.10 For purposes of complying with this Article VIII only, the term “Parties” shall mean

Municipal and National Grid USA.

ARTICLE IX

COMPLIANCE WITH LAWS

9.1 National Grid and Municipal each agree to comply in all material respects with all

applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses,
approvals, certificates, and requirements thereunder in connection with all its activities
performed pursuant to this Agreement, including, but not limited to all design,

43

environmental, regulatory, engineering, construction, and property acquisition activities.

9.2 If either Party observes that any requirement specified in this Agreement is at variance

with any governing laws, ordinances, rules, regulations, permits, licenses, approvals,
certificates and requirements thereunder, such Party shall promptly notify the other in
writing before incurring any further liability, expense or obligation. National Grid and
Municipal shall in good faith attempt to reform this Agreement to comply with the
aforementioned laws, ordinances, rules, regulations, permits, approvals, or certificates. If
National Grid and Municipal are unable to do so, either Party may terminate this

Agreement.

9.3 Environmental Releases by Municipal. Municipal shall notify National Grid first

verbally, and then in writing, of the Release of Hazardous Substances that may reasonably be
expected to affect Grid property as soon as possible but not later than twenty-four (24) hours
after the incident, and shall promptly furnish to National Grid copies of any reports filed
with any governmental agencies addressing such events. If Hazardous Substances are
released or reasonably believed to have been released onto National Grid's property, Municipal,
at its own expense, shall conduct, or cause to be conducted, sampling, soil testing, and any
other methods of investigation which would disclose the presence and extent of
contamination by any Hazardous Substance which has been released onto National Grid's
property and shall notify National Grid in writing as soon as reasonably practicable after
learning of the presence of any Hazardous Substance upon National Grid's property.
Municipal shall provide National Grid with a copy of any report or data generated as a result of
such sampling or soil testing activities. Municipal shall notify National Grid immediately of
any type of remediation activities. Municipal shall provide National Grid thirty (30) Calendar

44

Days written notice prior to conducting any asbestos or lead abatement activities, and shall
promptly furnish to National Grid (i) copies of any reports filed with any governmental or
regulatory agencies pertaining to such abatement activities, (ii) copies of applications for permits to conduct abatement activities, and (iii) copies of all permits authorizing abatement activities. Municipal agrees to indemnify, defend, and save harmless National Grid, its
agents and employees, from and against any loss, damage, liability (civil or criminal), cost,
suit, charge (including reasonable attorneys' fees), expense, or cause of action, for the removal or management of any Hazardous Substance and/or relating to any damages to any person or property resulting from presence of such Hazardous Substance.

9.4 Environmental Releases by National Grid. National Grid shall notify Municipal first

verbally, and then in writing, of the Release of Hazardous Substances that may reasonably
be expected to affect Municipal property as soon as possible but not later than twenty-four

(24) hours after the incident, and shall promptly furnish to Municipal copies of any reports
filed with any governmental agencies addressing such events. If Hazardous Substances are
released or reasonably believed to have been released onto Municipal's property, National
Grid, at its own expense, shall conduct, or cause to be conducted, sampling, soil testing,
and any other methods of investigation which would disclose the presence and extent of
contamination by any Hazardous Substance which has been released onto Municipal's
property and shall notify Municipal in writing as soon as reasonably practicable after
learning of the presence of any Hazardous Substance upon Municipal's property. National
Grid shall notify Municipal immediately of any type of remediation activities. National
Grid shall provide Municipal thirty (30) Calendar Days written notice prior to conducting
any asbestos or lead abatement activities, and shall promptly furnish to Municipal (i)

45

copies of any reports filed with any governmental or regulatory agencies pertaining to such abatement activities, (ii) copies of applications for permits to conduct abatement activities, and (iii) copies of all permits authorizing abatement activities. National Grid agrees to
indemnify, defend, and save harmless Municipal, its agents and employees, from and
against any loss, damage, liability (civil or criminal), cost, suit, charge (including
reasonable attorneys' fees), expense, or cause of action, for the removal or management of
any Hazardous Substance and/or relating to any damages to any person or property resulting from presence of such Hazardous Substance.

9.5 Both Parties shall promptly provide to the other Party, all relevant information,

documents, or data which may reasonably be expected to pertain to the safety, security or reliability of the immediate Transmission System that Municipal is connected to.

ARTICLE X

COST PAYMENTS

10.1 National Grid shall invoice Municipal monthly in an amount equal to National Grid's

actual costs and expenses for which National Grid is to be reimbursed under this
Agreement. However, if and as requested by National Grid, Municipal shall reimburse
National Grid for costs and expenses in advance of National Grid incurring the
aforementioned costs or expenses. To the extent National Grid receives any costs and
expenses from Municipal under this Agreement, National Grid shall make appropriate
credits in accordance with any applicable formula transmission rate to avoid
duplicative charges.

10.2 Municipal shall pay National Grid within thirty (30) Calendar Days of invoicing for all

46

costs incurred by National Grid under this Agreement, including, but not limited to, the
cost of; constructing the Interconnection Facility, Upgrades and Modifications; relocations,
rearrangements, abandonments or retirements; operation, maintenance, repair and spare
parts; metering, telemetering and communication media; and miscellaneous studies,
testing, documentation and items performed by National Grid at the request of Municipal.

10.2.1 Municipal shall be responsible for all actual costs of National Grid, including, but
 not limited to, capital costs, labor (direct and distributable); labor fringe benefits
 and payroll taxes; invoices for material, contractors, consultants, etc.; employee
 expenses; storeroom material and handling; any and all costs and expenses
 resulting from damage to National Grid property not otherwise covered by insurance
 including risk of loss of the Interconnection Facility during construction; sales and/or
 use taxes on invoices and material; transportation; allowance for funds used during
 construction (AFUDC); administrative and general expense (A&G) at the current
 rate applied to the total of all costs; and state, county, local sales and use taxes
 applied to the total of all costs and administrative and general and expenses
 associated with the acquisition, ownership, operation, repair, spare parts, A&G,
 inspection, design review, engineering, surveying, project management and
 coordination, testing of electrical equipment and installation of energy management
 system remote terminal units and revenue meters, construction, construction
 monitoring, financing, maintenance, environmental and regulatory permitting and
 licensing of, taxes and transfer of title of any new facilities and Modifications.

10.2.2 Municipal shall be responsible for any and all costs or expenses that are incurred

47

by National Grid pursuant to this Agreement for the operation, maintenance and

repair of the National Grid Interconnection Facilities including any Modifications transferred to National Grid.

10.2.2.1 Municipal shall reimburse National Grid on a monthly basis for

operation, maintenance, and repair costs and expenses.

However, if and as requested by National Grid, Municipal shall

reimburse National Grid for operation, maintenance, and repair costs and expenses in advance of National Grid incurring the
aforementioned costs or expenses.

10.2.2.2 Operation, maintenance and repair costs and expenses shall include

all actual costs and expenses associated with operation,

maintenance, repair, spare parts, inspection, engineering and legal services, contract administration, right-of-way acquisition, working capital (to the extent National Grid has not previously recovered such capital costs), and A&G (including material adders, overhead charges, and transportation charges).

10.2.3 [Not used]

10.2.4 Municipal shall be responsible for any and all federal, state, local, and foreign

taxes levied or assessed upon National Grid for payments made to National Grid by
Municipal for services provided under this Agreement including, but not limited to,
the following: transfer tax, property tax, federal income tax, and New York State

48

taxes, including New York income or gross receipts, sales and use taxes; provided,
however, that National Grid shall pay any applicable interest or penalty incurred
as a result of National Grid's delay in paying such taxes or seeking reimbursement
from Municipal. If any form of tax, other than income or excess profits tax,
under any present or future federal, state or other law different from or in addition
to the taxes for which participation in or payment by Municipal is provided herein or
elsewhere in this Agreement, is required to be paid, levied or assessed against or
incurred by National Grid with respect to any property, property right, commodity,
or service involved in, resulting from or accruing from National Grid's performance
under this Agreement, which such different or additional tax would not be required
to be paid by National Grid in the absence of this Agreement and, with respect to
such different or additional tax, no obligation of Municipal to participate or pay
would have attached under the provisions of this Agreement elsewhere than in this
Section, then in such event Municipal shall fully reimburse National Grid for the full
amount of such different or additional tax paid by National Grid.

10.2.4.1 If National Grid receives a refund from the taxing authorities of any

amounts paid by Municipal, National Grid shall refund to Municipal

such amount refunded National Grid (net of expenses related to obtaining
the refund) within thirty (30) Calendar Days of receiving such refund.

10.2.4.2 Notwithstanding the foregoing, Municipal, at its own expense, shall have
 the right to require National Grid to seek a Private Letter Ruling from the
 Internal Revenue Service on whether any of the sums paid to National Grid

49

by Municipal under the terms of this Agreement for the construction
of the facilities contemplated herein are subject to U.S. federal taxation.
To the extent that the Private Letter Ruling concludes that any such sums
are taxable to National Grid., Municipal shall reimburse National Grid
for all such taxes consequently imposed upon National Grid in accordance
with the terms of this Agreement. Municipal shall reimburse National
Grid for all costs, including but not limited to legal fees, associated with
seeking the Private Letter Ruling.

10.2.5 Increased income tax to National Grid arising from Municipal's payment or
 reimbursement of tax under the preceding provisions will be addressed in the
 following manner. Any net actual U.S. federal income tax or New York State
 tax (collectively, for this Section 10.2.5 "Tax"), if any, arising out of any
 payment or reimbursement of any tax by Municipal under this Article shall be
 reimbursed to National Grid. The amount reimbursed to National Grid under
 this Section shall consist of (1) the Tax arising under this Section (the "First
 Amount"); plus (2) the net actual Tax imposed on the First Amount (the
 "Second Amount"); plus (3) the net actual Tax imposed on the Second Amount
 (the "Third Amount"); and plus (4) the net actual Tax imposed on the Third
 Amount and on each succeeding amount until the final amount is less than one
 dollar.

10.2.6 Municipal as a municipality is generally exempt from taxation and upon

execution of the Agreement, Municipal shall immediately provide to National

50

Grid all documentation required by National Grid to verify Municipal's tax exemption status.

10.3 National Grid agrees to cooperate with the Municipal in attempting to minimize National
 Grid's and Municipal’s costs under this Article, provided Municipal reimburses National
 Grid for all costs incurred by National Grid in connection with such cooperation, including
 reasonable attorneys' fees and expenses, and provided further that Municipal shall
 indemnify, defend, and save harmless National Grid, its agents and employees, against any
 and all penalties, judgments, fines (civil or criminal), or other costs that may be imposed by
 any Governmental Authority as a result hereof.

10.4 National Grid shall include with each invoice, documentation supporting the costs, expenses,
 and/or taxes incurred by National Grid in the previous quarter, or to be incurred in the next
 quarter, as provided for in Section 10.2.2.1. National Grid will provide such documentation
 from its standard accounting methods. Within thirty (30) Calendar Days from date of the
 invoice, Municipal shall pay the invoice and/or notify National Grid that Municipal
 disputes, in whole or in part, any of the costs, expenses, and/or taxes reflected in the
 invoice and shall specify with particularity the reasons for such dispute. If Municipal
 disputes any invoice or portion thereof, Municipal shall immediately place into an independent
 escrow account an amount equal to the portion of the invoice it disputes. Such amount
 shall remain in escrow until the dispute between the Parties is resolved in accordance with
 Article XXI of this Agreement. If any portion of any invoice Municipal has not
 disputed remains unpaid thirty (30) Calendar Days from the invoice date, National Grid
 shall apply to the unpaid balance, and Municipal shall pay, a finance charge at the rate of

51

one and one-half percent (1.5%) per month, but in no event more than the maximum allowed by law.

10.5 National Grid has undertaken to construct or modify the National Grid Interconnection

Facility solely at the request of Municipal and in reliance on Municipal's commitment to pay all of the costs of constructing and maintaining the Interconnection Facility. The
Interconnection Facility and all of its components shall at all times be classified as
substation leads that may be directly charged to Municipal and not as improvements to
National Grid's Transmission System, except to the extent that National Grid hereafter voluntarily elects to reclassify those facilities as improvements to its Transmission
System. Nothing contained in this Section 10.5 shall be construed as limiting Municipal's
rights under Section 206 of the FPA.

10.6 Disputes. In the event of a billing dispute between National Grid and Municipal, National

Grid will continue to perform under this Agreement as long as Municipal: (i) continues to make all payments not in dispute; and (ii) pays to National Grid or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Municipal fails to meet these two requirements for continuation of service, then
National Grid may provide notice to Municipal of a Default. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC’s regulations at 18 C.F.R § 35.19a(a)(2)(iii).

52

ARTICLE XI
NOTICES

11.1 All notices required or permitted under this Agreement shall be in writing and shall be

personally delivered or sent by certified or registered first class mail (return receipt

requested, postage prepaid), facsimile transmission, or overnight express mail or courier service addressed as follows:

To Municipal: To National Grid:

Kenneth P. Stabb

Electric & Water Superintendent Director, Transmission

Municipal Commission of Boonville Commercial

Village of Boonville 40 Sylvan Road

13169 State Rt. 12 Waltham, MA 02451

Boonville, NY 13309-4943 Fax: 781-907-5707

Fax: 315-942-4462

11.1.1 All notices required for billing purposes under this Agreement shall be in
 writing and shall be delivered to the following address:

To Municipal: To National Grid:

53

Kenneth P. Stabb

Electric & Water Superintendent Municipal Commission of Boonville Village of Boonville

13169 State Rt. 12

Boonville, NY 13309-4943 Fax: 315-942-4462

Director, Transmission Commercial

40 Sylvan Road

Waltham, MA 02451 Fax: 781-907-5707

11.1.2 If given by electronic transmission (including e-mail, facsimile or telecopy), notice
 shall be deemed given on the date received and shall be confirmed by a written
 copy sent by first class mail. If sent in writing by certified mail, notice shall be
 deemed given on the second business day following deposit in the United States
 mails, properly addressed, with postage prepaid. If sent by same-day or overnight
 delivery service, notice shall be deemed given on the day of delivery.

11.2 Either Party may change its address for notices without an amendment to this
 Agreement by notice to the other in the manner provided above.

11.3 Notwithstanding Section 11.1, any notice hereunder, with respect to an Emergency
 Condition or other occurrence requiring prompt attention, shall be communicated in an
 expedited manner and may be made by telephone provided that such notice is confirmed in
 writing promptly thereafter.

54

11.4 The representatives noted in Section 11.1, or their designees shall be authorized to act on
 behalf of the Parties, and their instructions, requests, and decisions will be binding upon the
 Parties as to all matters pertaining to this Agreement and the performance of the Parties
 hereunder. Only these representatives shall have the authority to commit funds or make
 binding obligations on behalf of the Parties. The Parties shall be permitted to change their
 respective representatives by providing notice to the other party of the change of
 representative.

ARTICLE XII

TERM AND TERMINATION

12.1 This Agreement shall become effective as of the date first above written (the

"EFFECTIVE DATE"), subject to its approval or acceptance for filing by the FERC (if applicable) or if filed unexecuted, upon the date specified by the FERC, and shall
continue in effect for twenty (20) years thereafter.

12.2 This Agreement shall not merge with or be terminated or superseded by any future
 agreement between the Parties that does not specifically so provide.

12.3 In the event either National Grid or Municipal abandons its work or facilities under this
 Agreement; becomes insolvent; or assigns or sublets this Agreement in a manner
 inconsistent with this Agreement, or is violating any of the material conditions, terms,
 obligations, or covenants of this Agreement, or is not performing this Agreement in good
 faith, the other Party may terminate this Agreement by providing written notice. Before
 instituting proceedings before FERC to terminate the Agreement, National Grid must give
 Municipal written notice of the reasons for termination. If, within a period of ten (10)

55

Calendar Days of receiving such notice, Municipal or National Grid cures the default or
breach cited by the other in such written notice, to the reasonable satisfaction of the
Party that provided such notice, and shall have complied with the provisions of this
Agreement, such notice shall become null and void and of no effect. Otherwise, such
notice shall remain in effect and, except to the extent expressly provided for herein, the
obligations of the Parties under this Agreement shall terminate ten (10) Calendar Days after
such notice was provided.

12.4 In the event of a billing dispute between National Grid and Municipal, National Grid
 shall not remove the Interconnection Facilities or any part of the National Grid
 Transmission System from service or terminate transmission service thereon unless
 specifically authorized to do so under Applicable Laws and Regulations. Municipal shall
 not be in default under this Agreement as long as Municipal: (i) continues to make all
 payments and (ii) adheres to the dispute resolution procedures set forth in Article XXI of
 this Agreement and pays into an independent escrow account the portion, of any invoice in
 dispute, pending resolution of such dispute. If Municipal fails to meet the foregoing two
 requirements, then a default shall be deemed to exist, to which appropriate procedures set
 forth in this Article XII shall apply.

12.5 Termination of this Agreement shall not relieve Municipal or National Grid of any of its

liabilities and obligations arising hereunder prior to the date termination becomes effective,
and Municipal or National Grid may take whatever judicial or administrative actions as
appear necessary or desirable to enforce its rights hereunder. The rights specified herein
are not exclusive and shall be in addition to all other remedies available to either Party,

56

either at law or in equity, for default or breach of any provision of this Agreement; provided, however, that in no event shall National Grid or Municipal be liable for any incidental, special, indirect, exemplary or consequential costs, expenses, or damages sustained by the other, as provided for in Article XXII hereto.

12.6 If a Party provides to the other written notice of termination pursuant to Section 12.3

and, in accordance therewith, such notice remains in effect ten (10) Calendar Days after such notice was provided (thereby terminating the obligations of the Parties under this
Agreement), the Party that received such notice shall be liable to the other for all costs, expenses, liabilities and obligations, including reasonable attorneys' fees, incurred by the other Party resulting from or relating to the termination of this Agreement.

12.7 In the event of termination of this Agreement without a superseding agreement governing
 the interconnection of Municipal and National Grid, National Grid, at its sole option, will
 physically disconnect Municipal from the National Grid Transmission System. National
 Grid may return the Transmission System to its original state prior to this Agreement, and
 remove any or all of National Grid Interconnection Facilities equipment. Municipal shall
 bear the costs of disconnecting any facilities solely used for the interconnection of
 Municipal to the National Grid Transmission System.

ARTICLE XIII

FORCE MAJEURE

13.1 Economic hardship is not considered a Force Majeure event.

13.2 Neither Party shall be considered to be in default or breach hereunder, and shall be
 excused from performance hereunder, if and to the extent that it shall be delayed in or

57

prevented from performing or carrying out any provisions of this Agreement by reason of
flood, lightning strikes, earthquake, fire, epidemic, war, act of terrorism as confirmed by a
Governmental Authority having jurisdiction, invasion, riot, civil disturbance, sabotage,
explosion, insurrection, military or usurped power, strikes, stoppage of labor, labor
dispute, failure of contractors or supplies of material, action of any court or Governmental
Authority, or any civil or military authority de facto or de jure, change in law, act of God
or the public enemy, or any other event or cause beyond such Party's control, including,
without limitation, disconnection or limited operation of National Grid's electric
system, unscheduled repairs or maintenance or equipment breakdown resulting even with
Good Utility Practice which are beyond such Party's reasonable control; provided, however,
that neither Party may claim Force Majeure for any delay or failure to perform or carry out
any provision of this Agreement to the extent that such Party has been negligent or engaged
in intentional misconduct and such negligence or misconduct contributed to that Party's
delay or failure to perform or carry out its duties and obligations under this Agreement.

13.3 The Party claiming force majeure shall give notice to the other Party of the occurrence of
 Force Majeure no later than ten (10) Business Days after such occurrence and shall use due
 diligence to resume performance or the provision of service hereunder as soon as
 practicable.

ARTICLE XIV

INDEMNIFICATION

14.1 To the fullest extent allowed by law and subject to the other terms and conditions of
 this Agreement, each Party (the “Indemnifying Party”) shall indemnify, defend, and

58

save harmless the other Party, its affiliates and its and its affiliates’ officers, directors
and employees (each, individually, an “Indemnified Party” and, collectively, the
“Indemnified Parties”), from and against any losses, damages, claims, including claims
and actions relating to injury to or death of any person or damage to property, liabilities,
injuries, costs, suits, causes of action, charges, expenses, reasonable attorneys’ fees, and all
other liabilities by or to third parties (“Damages”), to the extent caused by or arising out
of (i) any breach of this Agreement by the Indemnifying Party, or (ii) any negligence,
willful misconduct or breach of applicable law by the Indemnifying Party in connection
with this Agreement, except to the extent such Damages are the result of any Indemnified
Party’s gross negligence, willful misconduct or breach of this Agreement or of
applicable law. The foregoing notwithstanding, each Party shall be and remain solely
responsible for all claims of the Party's own employees arising out of any provision of the
Workers' Compensation Law.

14.2 The Indemnifying Party shall take prompt action to defend and indemnify the Indemnified
 Party(ies) pursuant to Section 14.1 against claims, actual or threatened, but in no event later
 than notice by the Indemnified Party to the Indemnifying Party of the service of notice,
 summons, complaint, petition or other service of process alleging damage, injury, liability,
 or expense that may be subject to indemnification hereunder. The Indemnifying Party
 shall defend any such claim or threatened claim, including, as applicable, engagement of
 legal counsel reasonably acceptable to the Indemnified Party, to respond to, defend, settle,
 or compromise any such claim or threatened claim. The Indemnifying Party shall not
 agree to any settlement that would impose any liability whatsoever on any Indemnified
 Party.

59

14.3 Furthermore, the Indemnifying Party understands and agrees it is responsible for any
 and all costs and expenses incurred by the Indemnified Party to enforce this Article.

14.4 The obligations set forth in this Article shall survive the later of the completion of the
 work, termination or expiration of the Agreement.

ARTICLE XV

RELATIONSHIP OF THE PARTIES

15.1 Nothing contained in this Agreement shall be construed or deemed to cause, create,
 constitute, give effect to, or otherwise recognize Municipal and National Grid to be
 partners, joint venturers, employer and employee, principal and agent, or any other
 business association, with respect to any matter.

15.2 Unless otherwise agreed to in writing signed by both Parties, neither Party shall have any
 authority to create or assume in the other Party's name or on its behalf any obligation,
 express or implied, or to act or purport to act as the other Party's agent or legal
 empowered representative for any purpose whatsoever.

15.3 Neither Party shall be liable to any third party in any way for any engagement, obligation,
 commitment, contract, representation or for any negligent act or omission of the other
 Party, except as expressly provided for herein.

15.4 The rights and obligations of the Parties shall be limited to those expressly set forth herein.

ARTICLE XVI

THIRD PARTY BENEFICIARY/ASSIGNMENT

16.1 No person or party shall have any rights or interests, direct or indirect, in this

60

Agreement or the services or facilities to be provided hereunder, or both, except the Parties, their successors, and authorized assigns.

16.2 The Parties specifically disclaim any intent to create any rights in any person or party as a
 third-party beneficiary to this Agreement.

16.3 Except as provided for in Sections 16.3.1, 16.3.2 and 16.3.3, neither Party may assign
 this Agreement or any of its rights, interests, or obligations hereunder without the prior
 written consent of the other Party, which such consent shall not be unreasonably withheld.

16.3.1 Municipal may, with only prior written notice to National Grid, assign, transfer,

pledge, or otherwise dispose of its rights and interests under this Agreement to any lender or financial institution in connection with the financing or refinancing of the Municipal Interconnection Facilities or property acquisition therefore.

16.3.2 National Grid may, with only prior written notice to Municipal, assign, transfer,
 pledge, or otherwise dispose of National Grid's rights and interests under this
 Agreement to any lender or financial institution in connection with the financing or
 refinancing of the Transmission System or property acquisition therefor.

16.3.3 Any company or entity which succeeds by purchase, merger or consolidation of
 the properties and assets, substantially or entirely, of National Grid or Municipal
 shall be entitled to the rights and shall be subject to the obligations of National
 Grid or Municipal under this Agreement.

16.4 Each Party agrees to reimburse the other Party for any costs and expenses (including

61

reasonable attorneys' fees) incurred in connection with the other Party's review, execution
and delivery of instruments, agreements or documents necessary in connection with the
assigning Party's assignment, transfer, sale or other disposition of this Agreement or any
interest in the Interconnection Facilities or the National Grid Transmission System.

16.5 Any assignment in violation of Article XVI shall be considered null and void from its
 inception and National Grid reserves the right to proceed with a regulatory or judicial
 resolution regarding the continued operation of the Interconnection Facilities.

16.6 Any authorized assignment shall not relieve the assigning Party of the responsibility of full
 compliance with the requirements of this Agreement, unless the other Party consents and
 the assignee agrees in writing to be bound by all of the obligations and duties of the
 assigning Party provided for in this Agreement and has provided written assurances to the
 other Party of continued performance and protection against liability upon assignment.

16.7 Assignment contrary to the provisions of this Agreement shall make the assigning Party
 the indemnitor of the other Party and its successors against any liabilities and costs,
 including attorneys' fees as to which the assigning Party's transferee fails to indemnify,
 defend, and hold harmless the other Party, its agents, employees and its successors, from
 and against any loss, damage, liability , cost, suit, charge, expense (including reasonable
 attorney's fees) or cause of action, incurred by the other Party as a result of said
 assignment or as a result of any dispute between the assigning Party and its transferees, or
 between any subsequent transferees, that arises from or relates to any assignment by the
 assigning Party.

62

16.8 This Agreement shall bind and inure to the benefit of the Parties to this Agreement, their
 successors and permitted assigns.

ARTICLE XVII

APPROVAL

17.1 National Grid shall file this Agreement with the appropriate regulatory authorities. If
 any such regulatory body materially modifies the terms and conditions of this Agreement
 and such modification(s) materially affect the benefits flowing to one or both of the
 Parties, the Parties agree to attempt in good faith to negotiate an amendment or
 amendments to this Agreement or take other appropriate action(s) so as to put each Party in
 effectively the same position in which the Parties would have been had such modification
 not been made. In the event that, within sixty (60) Calendar Days or some other time period
 mutually agreed upon by the Parties after such modification has been made, the Parties are
 unable to reach agreement as to what, if any, amendments are necessary and fail to take
 other appropriate action to put each Party in effectively the same position in which the
 Parties would have been had such modification not been made, then either Party shall have the
 right to unilaterally terminate this Agreement.

ARTICLE XVIII

WAIVER

18.1 No provision of this Agreement may be waived except by mutual agreement of the
 Parties as expressed in writing and signed by both Parties.

18.2 Any waiver that is not in writing and signed by both Parties shall be null and void from its
 inception.

63

18.3 No express waiver in any specific instance as provided in a required writing shall be
 construed as a waiver of future instances unless specifically so provided in the required
 writing.

18.4 No express waiver of any specific default shall be deemed a waiver of any other default
 whether or not similar to the default waived, or a continuing waiver of any other right or
 default by a Party.

18.5 The failure of either Party to insist in any one or more instances upon the strict

performance of any of the provisions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment for the future of such strict
performance of such provision or the exercise of such right.

ARTICLE XIX

AMENDMENT AND MODIFICATION

19.1 This Agreement may be amended or modified if the amendment or modification is in
 writing and executed by both Parties.

19.2 No express amendment or modification in any specific instance as provided herein shall be
 construed as an amendment or modification of future instances, unless specifically so
 provided in the required writing.

19.3 Except as provided for in Section 10.5, nothing in this Agreement shall be construed as
 affecting in any way the right of National Grid to unilaterally make application to FERC
 (or any successor agency) for a change in rates, terms and conditions, charges, classifications
 of service, rule or regulation under Section 205, of the Federal Power Act and pursuant to

64

FERC's rules and regulations promulgated thereunder.

ARTICLE XX

GOVERNING LAW

20.1 This Agreement and the rights and obligations of the Parties to this Agreement shall be
 governed by and construed in accordance with the laws of the State of New York, without
 giving effect to the conflict of laws principles thereof.

20.2 Municipal and National Grid agree that National Grid shall file this Agreement with
 FERC for approval under the Federal Power Act, provided that nothing in this
 Agreement shall cause Municipal to become subject to the jurisdiction of FERC.

20.3 Municipal and National Grid waive personal service by manual delivery and agree that

service of process on Municipal or National Grid in any action concerning or arising out of
this Agreement may be made by registered or certified mail, return receipt requested,
delivered to Municipal or National Grid at the addresses set forth in Article XI of this
Agreement.

20.4 This Agreement is subject to all Applicable Laws and Regulations.

20.5 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest
 any laws, orders, rules, or regulations of a Governmental Authority.

20.6 Subject to the procedures of Article XXI, each Party reserves all rights under Applicable

Laws and Regulations to raise issues and disputes related to this Agreement in the appropriate legal and/or regulatory forum.

ARTICLE XXI

65

DISPUTE RESOLUTION

21.1 Should a claim or dispute among the Parties arise under this Agreement, the Parties shall
 continue, in good faith, to perform their respective obligations hereunder. Notice of any
 claim or dispute that any Party may have against another Party, arising out of the
 Agreement shall be submitted in writing to the other Parties in a manner that clearly
 identifies the nature of the claim or dispute and requests that the Parties engage in
 negotiations to resolve the claim or dispute.

21.2 Upon receipt of the notice of claim or dispute under Section 21.1, the Parties shall use

Reasonable Efforts to resolve any such dispute without resorting to judicial resolution,

through good faith negotiations between representatives with authority to resolve or settle
the claim or dispute. The Parties agree to keep confidential any documents or materials
exchanged and/or confidential information revealed in furtherance of resolving or settling
the claim or dispute under this Article XXI of this Agreement and that such documents,
materials, or information shall be considered confidential settlement information and that,
pursuant to Rule 408 of the Federal Rules of Evidence and parallel doctrines of state law,
shall not be admissible as evidence in any subsequent judicial or regulatory proceeding.

21.3 If the dispute remains unresolved for more than sixty (60) Calendar Days after receipt of

the notice of claim or dispute under Section 21.1, any Party may seek resolution of its rights and remedies under this Agreement through any available forum in accordance with this Article XXI.

ARTICLE XXII

LIMITATION OF LIABILITY

22.1 Notwithstanding any other provision of this Agreement, neither Party shall be

66

responsible to the other Party or to any Indemnified Party for any incidental, indirect,
exemplary, multiple, punitive, special or consequential damages (including, without
limitation, loss of profits) in connection with 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.

Anything in this Agreement to the contrary notwithstanding, if any Party’s liability in connection with this Agreement is limited or capped pursuant to any applicable law, statute, ordinance, rule or regulation, then the other Party hereto shall be entitled to elect an identical liability limitation and/or cap as if such law, statute, ordinance, rule or
regulation were applicable to such Party.

22.2 [Not Used]

22.3 Survival. The provisions of this Article shall apply regardless of fault and shall

survive termination, cancellation, suspension, completion or expiration of this Agreement.

ARTICLE XXIII CONFIDENTIALITY

23.1 Confidentiality. Certain information exchanged by the Parties during the term of
 this Agreement shall constitute confidential information ("Confidential
 Information") and shall be subject to this Article XXIII.

If requested by a Party receiving information, the Party supplying the information
shall provide in writing, the basis for asserting that the information referred to in
this Article warrants confidential treatment, and the requesting Party may disclose

67

such writing to the appropriate Governmental Authority. Each Party shall be
responsible for the costs associated with affording confidential treatment to its information.

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

23.1.2 Confidential Information. The following shall constitute Confidential

Information: (1) any non-public information that is treated as confidential by the disclosing Party and which the disclosing Party identifies as Confidential Information in writing at the time, or promptly after the time, of disclosure; or (2) information designated as Confidential Information by the NYISO Code of
Conduct contained in Attachment F to the NYISO OATT.

23.1.3 Scope. Confidential Information shall not include information that the

receiving Party can demonstrate: (1) is generally available to the public other
than as a result of a disclosure by the receiving Party; (2) was in the lawful
possession of the receiving Party on a non-confidential basis before receiving
it from the disclosing Party; (3) was supplied to the receiving Party without
restriction by a third party, who, to the knowledge of the receiving Party after
due inquiry, was under no obligation to the disclosing Party to keep such

information confidential; (4) was independently developed by the receiving

68

Party without reference to Confidential Information of the disclosing Party; (5)
is, or becomes, publicly known, through no wrongful act or omission of the
receiving Party or Breach of this Agreement; or (6) is required, in accordance
with Section 23.1.8 of this Agreement, Order of Disclosure, to be disclosed by
any Governmental Authority or is otherwise required to be disclosed by law or
subpoena, or is necessary in any legal proceeding establishing rights and
obligations under this Agreement. Information designated as Confidential
Information will no longer be deemed confidential if the Party that designated
the information as confidential notifies the other Party that it no longer is
confidential.

23.1.4 Release of Confidential Information. No Party shall release or disclose

Confidential Information to any other person, except to its Affiliates (limited
by FERC Standards of Conduct requirements), subcontractors, employees,
consultants, or to parties who may be or considering providing financing to or
equity participation with Municipal, or to potential purchasers or assignees of a
Party, on a need-to-know basis in connection with this Agreement, unless such
person has first been advised of the confidentiality provisions of this Article
XXIII and has agreed to comply with such provisions. Notwithstanding the
foregoing, a Party providing Confidential Information to any person shall
remain primarily responsible for any release of Confidential Information in
contravention of this Article XXIII.

23.1.5 Rights. Each Party retains all rights, title, and interest in the Confidential

69

Information that each Party discloses to the other Party. The disclosure by

each Party to the other Parties of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

23.1.6 No Warranties. By providing Confidential Information, no Party makes any
 warranties or representations as to its accuracy or completeness. In addition, by
 supplying Confidential Information, no Party obligates itself to provide any
 particular information or Confidential Information to the other Parties nor to
 enter into any further agreements or proceed with any other relationship or
 joint venture.

23.1.7 Standard of Care. Each Party shall use at least the same standard of care to
 protect Confidential Information it receives as it uses to protect its own
 Confidential Information from unauthorized disclosure, publication or
 dissemination. Each Party may use Confidential Information solely to fulfill
 its obligations to the other Party under this Agreement or its regulatory
 requirements, including the NYISO OATT and NYISO Services Tariff.

23.1.8 Order of Disclosure. If a court or a Government Authority or entity with the
 right, power, and apparent authority to do so requests or requires any Party, by
 subpoena, oral deposition, interrogatories, requests for production of
 documents, administrative order, or otherwise, to disclose Confidential
 Information, that Party shall provide the other Parties with prompt notice of
 such request(s) or requirement(s) so that the other Parties may seek an

70

appropriate protective order or waive compliance with the terms of this

Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use
Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

23.1.9 Termination of Agreement. Upon termination of this Agreement for any

reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Parties, use Reasonable Efforts to destroy, erase, or
delete (with such destruction, erasure, and deletion certified in writing to the other Parties) or return to the other Parties, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Parties pursuant to this Agreement.

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

71

equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are
reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article XXIII.

23.1.11 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this
 Article XXIII to the contrary, and pursuant to 18 C.F.R. section Ib.20, if FERC
 or its staff, during the course of an investigation or otherwise, requests
 information from one of the Parties that is otherwise required to be maintained
 in confidence pursuant to this Agreement or the NYISO OATT, the Party shall
 provide the requested information to FERC or its staff, within the time provided
 for in the request for information. In providing the information to FERC or its
 staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the
 information be treated as confidential and non-public by FERC and its staff and
 that the information be withheld from public disclosure. Parties are prohibited
 from notifying the other Parties to this Agreement prior to the release of the
 Confidential Information to the Commission or its staff. The Party shall notify
 the other Parties to the Agreement when it is notified by FERC or its staff that a
 request to release Confidential Information has been received by FERC, at
 which time the Parties may respond before such information would be made
 public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory
 body conducting a confidential investigation shall be treated in a similar manner
 if consistent with the applicable state rules and regulations. A Party shall not be

72

liable for any losses, consequential or otherwise, resulting from that Party

divulging Confidential Information pursuant to a FERC or state regulatory body request under this paragraph.

23.1.12 Except as otherwise expressly provided herein, no Party shall disclose

Confidential Information to any person not employed or retained by the Party
possessing the Confidential Information, except to the extent disclosure is (i)
required by law; (ii) reasonably deemed by the disclosing Party to be required to
be disclosed in connection with a dispute between or among the Parties, or the
defense of litigation or dispute; (iii) otherwise permitted by consent of the
other Party, such consent not to be unreasonably withheld; or (iv) necessary to
fulfill its obligations under this Agreement, the NYISO OATT or the NYISO
Services Tariff. Prior to any disclosures of a Party's Confidential Information
under this subparagraph, or if any third party or Governmental Authority
makes any request or demand for any of the information described in this
subparagraph, the disclosing Party agrees to promptly notify the other Party
in writing and agrees to assert confidentiality and cooperate with the other
Party in seeking to protect the Confidential Information from public disclosure
by confidentiality agreement, protective order or other reasonable measures.

ARTICLE XXIV

SEVERABILITY

24.1 If any term of this Agreement, or the interpretation or application of any term or provision
 to any prior circumstance, is held to be unenforceable, illegal, or invalid by any
 governmental agency or court of competent jurisdiction, the remainder of this Agreement,

73

or the interpretation or application of all other terms or provisions to persons or

circumstances other than those that are unenforceable, illegal, or invalid, shall not be

affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXV

HEADINGS

25.1 The headings in this Agreement are included herein for convenience of reference only and
 shall not constitute a part of this Agreement for any other purpose, or limit or be used as
 an aid in construing the provisions of this Agreement.

ARTICLE XXVI

INFORMATION ACCESS AND AUDIT RIGHTS

26.1 Information Access. Each Party (“Disclosing Party”) shall make available to another

Party (“Requesting Party”) information that is in the possession of the Disclosing Party and is necessary in order for the Requesting Party to: (i) verify the costs incurred by the
Disclosing Party for which the Requesting Party is responsible under this Agreement; and (ii) carry out its obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Section 26.1 of this
Agreement and to enforce their rights under this Agreement.

26.2 Reporting of Non-Force Majeure Events. Each Party (the “Notifying Party”) shall
 notify the other Parties when the Notifying Party becomes aware of its inability to
 comply with the provisions of this Agreement for a reason other than a Force Majeure
 event. The Parties agree to cooperate with each other and provide necessary information
 regarding such inability to comply, including the date, duration, reason for the inability to
 comply, and corrective actions taken or planned to be taken with respect to such inability

74

to comply. Notwithstanding the foregoing, notification, cooperation or information

provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this Agreement.

26.3 Audit Rights. Subject to the requirements of confidentiality under Article XXIII of this
 Agreement, each Party shall have the right, during normal business hours, and upon prior
 reasonable notice to another Party, to audit at its own expense the other Party’s accounts
 and records pertaining to the other Party’s performance or satisfaction of its obligations
 under this Agreement. Such audit rights shall include audits of the other Party’s costs,
 calculation of invoiced amounts, and each Party’s actions in an Emergency Condition. Any
 audit authorized by this Article shall be performed at the offices where such accounts and
 records are maintained and shall be limited to those portions of such accounts and records
 that relate to the Party’s performance and satisfaction of obligations under this
 Agreement. Each Party shall keep such accounts and records for a period equivalent to
 the audit rights periods described in Section 26.4 of this Agreement.

26.4 Audit Rights Periods.

26.4.1 Audit Rights Period for Construction-Related Accounts and Records.

Accounts and records related to the design, engineering, procurement, and

construction of Interconnection Facilities and Upgrades shall be subject to audit for a period of twenty-four months following National Grid’s issuance of a final
invoice concerning these Interconnection Facilities and Upgrades.

26.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and

records related to a Party’s performance or satisfaction of its obligations under

75

this Agreement other than those described in Section 26.4.1 of this Agreement shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party’s receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

26.5 Audit Results. If an audit by a Party determines that an overpayment or an

underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

ARTICLE XXVII. SUBCONTRACTORS

27.1 General. Nothing in this Agreement shall prevent a Party from utilizing the services of
 any subcontractor as it deems appropriate to perform its obligations under this
 Agreement; provided, however, that each Party shall require its subcontractors to
 comply with all applicable terms and conditions of this Agreement in providing such
 services and each Party shall remain primarily liable to the other Parties for the
 performance of such subcontractor.

27.2 Responsibility of Principal. The creation of any subcontract relationship shall not

relieve the hiring Party of any of its obligations under this Agreement. The hiring Party
shall be fully responsible to the other Parties for the acts or omissions of any
subcontractor the hiring Party hires as if no subcontract had been made; provided,

76

however, that in no event shall National Grid be liable for the actions or inactions of the Municipal or its subcontractors with respect to obligations of the Municipal related to the construction of Interconnection Facilities. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be
construed as having application to, any subcontractor of such Party.

27.3 No Limitation by Insurance. The obligations under this Article XXVII will not be

limited in any way by any limitation of subcontractor's insurance.

ARTICLE XXVIII

COMPLIANCE WITH GOOD UTILITY PRACTICE

28.1 The Parties shall comply with Good Utility Practice.

ARTICLE XXIX

COUNTERPARTS

29.1 This Agreement may be executed in two or more counterparts, each of which shall be
 deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XXX

MISCELLANEOUS

30.1 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding
 upon and shall inure to the benefit of the successors and permitted assigns of the Parties
 hereto.

30.2 Conflicts. If there is a discrepancy or conflict between or among the terms and

conditions of this cover agreement and the Appendices hereto, the terms and conditions of this cover agreement shall be given precedence over the Appendices, except as

77

otherwise expressly agreed to in writing by the Parties.

30.3 Rules of Interpretation. This Agreement, unless a clear contrary intention appears,

shall be construed and interpreted as follows: (1) the singular number includes the plural
number and vice versa; (2) reference to any person includes such person’s successors and
assigns but, in the case of a Party, only if such successors and assigns are permitted by
this Agreement, and reference to a person in a particular capacity excludes such person in
any other capacity or individually; (3) reference to any agreement (including this
Agreement), document, instrument or tariff means such agreement, document,
instrument, or tariff as amended or modified and in effect from time to time in
accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to
any Applicable Laws and Regulations means such Applicable Laws and Regulations as
amended, modified, codified, or reenacted, in whole or in part, and in effect from time to
time, including, if applicable, rules and regulations promulgated thereunder; (5) unless
expressly stated otherwise, reference to any Article, Section or Appendix means such
Article of this Agreement or such Appendix to this Agreement; (6) “hereunder”, “hereof’,
“herein”, “hereto” and words of similar import shall be deemed references to this Agreement
as a whole and not to any particular Article or other provision hereof or thereof; (7)
“including” (and with correlative meaning “include”) means including without limiting
the generality of any description preceding such term; and (8) relative to the
determination of any period of time, “from” means “from and including”, “to” means “to
but excluding” and “through” means “through and including”.

30.4 Compliance. Each Party shall perform its obligations under this Agreement in

78

accordance with Applicable Laws and Regulations, Applicable Reliability Standards, the

NYISO OATT and Good Utility Practice. To the extent a Party is required or prevented or
limited in taking any action by such regulations and standards, such Party shall not be deemed
to be in Breach of this Agreement for its compliance therewith. When any Party becomes
aware of such a situation, it shall notify the other Parties promptly so that the Parties can
discuss the amendment to this Agreement that is appropriate under the circumstances.

30.5 Entire Agreement. This Agreement, including all Appendices, Attachments, Exhibits
 and Schedules attached hereto, constitutes the entire agreement between the Parties with
 reference to the subject matter hereof, and supersedes all prior and contemporaneous
 understandings or agreements, oral or written, between the Parties with respect to the subject
 matter of this Agreement. There are no other agreements, representations, warranties, or
 covenants which constitute any part of the consideration for, or any condition to, either
 Party’s compliance with its obligations under this Agreement.

79

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the day and year first above written.

80

Exhibit A

The Municipal is served via a tap from National Grid's 115 kV Boonville-Porter # 2 transmission line (Line). Two Line switches in the transmission line allow for segmenting of the Line to allow re-institution of service after a single line fault (see Interconnection Diagram)

The National Grid Interconnection Facilities are composed of a 865 foot 115 kV transmission line
that includes; one 115 kV line switch (X2-3), two 3-pole wood structures (designated as 17.1 and

17.2), and all insulators and associated loops from the interconnection point to the Municipal's Station Take-off Structure (Change of Ownership Point).

The Municipal’s Interconnection Facilities include Phase and Ground Fault Protection at the Municipal’s Station.

The Municipal has a 4.8 MW generator (Owner - WM Renewable Energy) interconnected to its system that sends, via a RTU, real-time generation information to National Grid.

Service Metering is provided by the New York Power Authority at Station Take-Off Structure. The peak load of the Municipal is 23 MW.

Exhibit B

Existing Facility - No Study

Exhibit C

Electric System Bulletin No. 752, as it may be updated from time to time.

A current copy of Electric System Bulletin No. 752 can be found at the following link:

<http://www.nationalgridus.com/niagaramohawk/construction/3_elec_specs.asp>