Service Agreement No. 1702

This

STANDARD LARGE GENERATOR
INTERCONNECTION AGREEMENT

has been superseded by an Amended and Restated version
 and relocated within the Agreements Tariff

Service Agreement No. 1702

STANDARD LARGE GENERATOR
INTERCONNECTION AGREEMENT

AMONG THE

NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.,
NEW YORK STATE ELECTRIC & GAS CORPORATION
 AND

HOWARD WIND, LLC

Dated as of February 11, 2011

i

Service Agreement No. 1702

TABLE OF CONTENTS

Page No.

ARTICLE 1. DEFINITIONS 1

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION 12

2.1 Effective Date 12

2.2 Term of Agreement 12

2.3 Termination 12

2.4 Termination Costs 12

2.5 Disconnection 13

2.6 Survival 13

ARTICLE 3. REGULATORY FILINGS 14

3.1 Filing 14

ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE 14

4.1 Provision of Service 14

4.2 No Transmission Delivery Service 14

4.3 No Other Services 15

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT,

AND CONSTRUCTION 15

5.1 Options 15

5.2 General Conditions Applicable to Option to Build 17

5.3 Liquidated Damages 18

5.4 Power System Stabilizers 19

5.5 Equipment Procurement 19

5.6 Construction Commencement 20

5.7 Work Progress 21

5.8 Information Exchange 21

i

Service Agreement No. 1702

5.9 Limited Operation 21

5.10 Developer’s Attachment Facilities (“DAF”) 21

5.11 Connecting Transmission Owner’s Attachment Facilities Construction 22

5.12 Access Rights 23

5.13 Lands of Other Property Owners 23

5.14 Permits 23

5.15 Early Construction of Base Case Facilities 23

5.16 Suspension 24

5.17 Taxes 24

5.18 Tax Status; Non-Jurisdictional Entities 30

5.19 Modification 30

ARTICLE 6. TESTING AND INSPECTION 31

6.1 Pre-Commercial Operation Date Testing and Modifications 31

6.2 Post-Commercial Operation Date Testing and Modifications 32

6.3 Right to Observe Testing 32

6.4 Right to Inspect 32

ARTICLE 7. METERING 32

7.1 General 32

7.2 Check Meters 33

7.3 Standards 33

7.4 Testing of Metering Equipment 33

7.5 Metering Data 34

ARTICLE 8. COMMUNICATIONS 34

8.1 Developer Obligations 34

ii

Service Agreement No. 1702

8.2 Remote Terminal Unit 34

8.3 No Annexation 35

ARTICLE 9. OPERATIONS 35

9.1 General 35

9.2 NYISO and Connecting Transmission Owner Obligations 35

9.3 Developer Obligations 35

9.4 Start-Up and Synchronization 35

9.5 Real and Reactive Power Control 36

9.6 Outages and Interruptions 37

9.7 Switching and Tagging Rules 41

9.8 Use of Attachment Facilities by Third Parties 41

9.9 Disturbance Analysis Data Exchange 42

ARTICLE 10. MAINTENANCE 42

10.1 Connecting Transmission Owner Obligations 42

10.2 Developer Obligations 42

10.3 Coordination 42

10.4 Secondary Systems 42

10.5 Operating and Maintenance Expenses 43

ARTICLE 11. PERFORMANCE OBLIGATION 43

11.1 Developer Attachment Facilities 43

11.2 Connecting Transmission Owner’s Attachment Facilities 43

11.3 System Upgrade Facilities and System Deliverability Upgrades 43

11.4 Special Provisions for Affected Systems 43

11.5 Provision of Security 44

iii

Service Agreement No. 1702

11.6 Developer Compensation for Emergency Services 44

11.7 Line Outage Costs 44

ARTICLE 12. INVOICE 45

12.1 General 45

12.2 Final Invoice 45

12.3 Payment 45

12.4 Disputes 45

ARTICLE 13. EMERGENCIES 46

13.1 Obligations 46

13.2 Notice 46

13.3 Immediate Action 46

13.4 NYISO and Connecting Transmission Owner Authority 46

13.5 Developer Authority 47

13.6 Limited Liability 48

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW 48

14.1 Regulatory Requirements 48

14.2 Governing Law 48

ARTICLE 15. NOTICES 48

15.1 General 48

15.2 Billings and Payments 49

15.3 Alternative Forms of Notice 49

15.4 Operations and Maintenance Notice 49

ARTICLE 16. FORCE MAJEURE 49

16.1 Force Majeure 49

ARTICLE 17. DEFAULT 50

iv

Service Agreement No. 1702

17.1 Default 50

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE 50

18.1 Indemnity 50

18.2 No Consequential Damages 52

18.3 Insurance 52

ARTICLE 19. ASSIGNMENT 54

19.1 Assignment 54

ARTICLE 20. SEVERABILITY 55

20.1 Severability 55

ARTICLE 21. COMPARABILITY 55

21.1 Comparability 55

ARTICLE 22. CONFIDENTIALITY 55

22.1 Confidentiality 55

ARTICLE 23. ENVIRONMENTAL RELEASES 59

23.1 Developer and Connecting Transmission Owner Notice 59

ARTICLE 24. INFORMATION REQUIREMENT 59

24.1 Information Acquisition 59

24.2 Information Submission by Connecting Transmission Owner 59

24.3 Updated Information Submission by Developer 59

24.4 Information Supplementation 60

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS 61

25.1 Information Access 61

25.2 Reporting of Non-Force Majeure Events 61

25.3 Audit Rights 61

25.4 Audit Rights Periods 61

25.5 Audit Results 62

v

Service Agreement No. 1702

ARTICLE 26. SUBCONTRACTORS 62

26.1 General 62

26.2 Responsibility of Principal 62

26.3 No Limitation by Insurance 62

ARTICLE 27. DISPUTES 63

27.1 Submission 63

27.2 External Arbitration Procedures 63

27.3 Arbitration Decisions 63

27.4 Costs 63

27.5 Termination 64

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS 64

28.1 General 64

ARTICLE 29. MISCELLANEOUS 65

29.1 Binding Effect 65

29.2 Conflicts 65

29.3 Rules of Interpretation 65

29.4 Compliance 65

29.5 Joint and Several Obligations 66

29.6 Entire Agreement 66

29.7 No Third Party Beneficiaries 66

29.8 Waiver 66

29.9 Headings 66

29.10 Multiple Counterparts 66

29.11 Amendment 67

29.12 Modification by the Parties 67

vi

Service Agreement No. 1702

29.13 Reservation of Rights 67

29.14 No Partnership 67

29.15 Other Transmission Rights 67

Appendices 69

vii

Service Agreement No. 1702

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT
(“Agreement”) is made and entered into this 11th day of February 2011, by and among Howard
Wind, LLC, a limited liability corporation organized and existing under the laws of the State of
New York (“Developer” or “Howard Wind”) with a Large Generating Facility), the New York
Independent System Operator, Inc., a not-for-profit corporation organized and existing under the
laws of the State of New York (“NYISO”), and the New York State Electric & Gas Corporation,
a corporation organized and existing under the laws of the State of New York (“Connecting

Transmission Owner”). Developer, the NYISO, or Connecting Transmission Owner each may be referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, NYISO operates the Transmission System and Connecting Transmission Owner owns certain facilities included in the Transmission System; and

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

WHEREAS, Developer, NYISO, and Connecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the New York State Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1. DEFINITIONS

Whenever used in this Agreement with initial capitalization, the following terms shall
have the meanings specified in this Article 1. Terms used in this Agreement with initial
capitalization that are not defined in this Article 1 shall have the meanings specified in Section

30.1.0 or Attachment S of the NYISO OATT.

Affected System shall mean an electric system other than the transmission system

owned, controlled or operated by the Connecting Transmission Owner that may be affected by the proposed interconnection.

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

1

Service Agreement No. 1702

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

Affiliate shall mean, with respect to a person or entity, any individual, corporation,

partnership, firm, joint venture, association, joint-stock company, trust or unincorporated

organization, directly or indirectly controlling, controlled by, or under common control with,

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

Ancillary Services shall mean those services that are necessary to support the

transmission of Capacity and Energy from resources to Loads while maintaining reliable

operation of the New York State Transmission System in accordance with Good Utility Practice.

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

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

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

Attachment Facilities shall mean the Connecting Transmission Owner’s Attachment

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

2

Service Agreement No. 1702

Base Case shall mean the base case power flow, short circuit, and stability data bases

used for the Interconnection Studies by NYISO, Connecting Transmission Owner or Developer; described in Section 30.2.3 of the Large Facility Interconnection Procedures.

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

Breaching Party shall mean a Party that is in Breach of this Agreement.

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

Byway shall mean all transmission facilities comprising the New York State

Transmission System that are neither Highways nor Other Interfaces. All transmission facilities in Zone J and Zone K are Byways.

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

Capacity Region shall mean one of three subsets of the Installed Capacity statewide

markets comprised of Rest of State (Zones A through I), Long Island (Zone K), and New York City (Zone J).

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

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

Clustering shall mean the process whereby a group of Interconnection Requests is

studied together, instead of serially, for the purpose of conducting the Interconnection System Reliability Impact Study.

3

Service Agreement No. 1702

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

Commercial Operation Date of a unit shall mean the date on which the Large

Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this Agreement.

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

Connecting Transmission Owner shall mean the New York public utility or authority
(or its designated agent) that (i) owns facilities used for the transmission of Energy in interstate
commerce and provides Transmission Service under the Tariff, (ii) owns, leases or otherwise
possesses an interest in the portion of the New York State Transmission System at the Point of
Interconnection, and (iii) is a Party to the Standard Large Interconnection Agreement.

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

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

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

Deliverability Interconnection Standard shall mean the standard that must be met by
any Large Generating Facility proposing to interconnect to the New York State Transmission
System and become a qualified Installed Capacity Supplier. To meet the NYISO Deliverability

4

Service Agreement No. 1702

Interconnection Standard, the Developer of the proposed Large Generating Facility must, in
accordance with the rules in Attachment S to the NYISO OATT, fund or commit to fund the
System Deliverability Upgrades identified for its project in the Class Year Deliverability Study.

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

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

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

Effective Date shall mean the date on which this Agreement becomes effective upon

execution by the Parties, subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency State shall mean the condition or state that the New York State Power

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

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

Engineering & Procurement (E&P) Agreement shall mean an agreement that

authorizes Connecting Transmission Owner to begin engineering and procurement of long leadtime items necessary for the establishment of the interconnection in order to advance the
implementation of the Interconnection Request.

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

5

Service Agreement No. 1702

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a

et seq. (“FPA”).

FERC shall mean the Federal Energy Regulatory Commission (“Commission”) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy,
war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or
equipment, any order, regulation or restriction imposed by governmental, military or lawfully
established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure
event does not include acts of negligence or intentional wrongdoing by the Party claiming Force
Majeure.

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

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

Good Utility Practice shall mean any of the practices, methods and acts engaged in or
approved by a significant portion of the electric industry during the relevant time period, or any
of the practices, methods and acts which, in the exercise of reasonable judgment in light of the
facts known at the time the decision was made, could have been expected to accomplish the
desired result at a reasonable cost consistent with good business practices, reliability, safety and
expedition. Good Utility Practice is not intended to be limited to the optimum practice, method,
or act to the exclusion of all others, but rather to delineate acceptable practices, methods, or acts
generally accepted in the region.

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

Hazardous Substances shall mean any chemicals, materials or substances defined as or
included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,”

6

Service Agreement No. 1702

“hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Highway shall mean 115 kV and higher transmission facilities that comprise the

following NYCA interfaces: Dysinger East, West Central, Volney East, Moses South, Central
East/Total East, UPNY, SENY and UPNY ConEd, and their immediately connected, in series,
Bulk Power System facilities in New York State. Each interface shall be evaluated to determine
additional “in series” facilities, defined as any transmission facility higher than 115 kV that (a) is
located in an upstream or downstream zone adjacent to the interface and (b) has a power transfer
distribution factor (DFAX) equal to or greater than five percent when the aggregate of generation
in zones or systems adjacent to the upstream zone or zones which define the interface is shifted
to the aggregate of generation in zones or systems adjacent to the downstream zone or zones

which define the interface. In determining “in series” facilities for Dysinger East and West

Central interfaces, the 115 kV and 230 kV tie lines between NYCA and PJM located in LBMP Zones A and B shall not participate in the transfer. Highway transmission facilities are listed in ISO Procedures.

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

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

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

30.8 of the Standard Large Facility Interconnection Procedures.

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

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Large Generating Facility to the New York State

7

Service Agreement No. 1702

Transmission System, the scope of which is described in Section 30.6 of the Standard Large Facility Interconnection Procedures.

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

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

Interconnection Study shall mean any of the following studies: the Interconnection

Feasibility Study, the Interconnection System Reliability Impact Study, and the Interconnection Facilities Study described in the Standard Large Facility Interconnection Procedures.

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

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

IRS shall mean the Internal Revenue Service.

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

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

8

Service Agreement No. 1702

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

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

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

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

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

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with this Agreement or its performance.

NPCC shall mean the Northeast Power Coordinating Council or its successor organization.

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

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

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

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

9

Service Agreement No. 1702

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

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

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

Queue Position shall mean the order of a valid Interconnection Request, relative to all

other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by NYISO.

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

Scoping Meeting shall mean the meeting between representatives of the Developer,

NYISO and Connecting Transmission Owner conducted for the purpose of discussing alternative
interconnection options, to exchange information including any transmission data and earlier
study evaluations that would be reasonably expected to impact such interconnection options, to
analyze such information, and to determine the potential feasible Points of Interconnection.

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

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

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

10

Service Agreement No. 1702

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

Standard Large Generator Interconnection Agreement (“LGIA”) shall mean this

Agreement, the form of interconnection agreement applicable to an Interconnection Request

pertaining to a Large Generating Facility, that is included in Attachment X of the NYISO OATT.

System Deliverability Upgrades shall mean the least costly configuration of

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

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

(2) protect the Large Generating Facility from faults or other electrical system disturbances
occurring on the New York State Transmission System or on other delivery systems or other
generating systems to which the New York State Transmission System is directly connected.

System Upgrade Facilities shall mean the least costly configuration of commercially
available components of electrical equipment that can be used, consistent with Good Utility
Practice and Applicable Reliability Requirements, to make the modifications to the existing
transmission system that are required to maintain system reliability due to: (i) changes in the
system, including such changes as load growth and changes in load pattern, to be addressed in
the form of generic generation or transmission projects; and (ii) proposed interconnections. In

the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Minimum
Interconnection Standard.

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

Trial Operation shall mean the period during which Developer is engaged in on-site test
operations and commissioning of the Large Generating Facility prior to Commercial Operation.

11

Service Agreement No. 1702

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This Agreement shall become effective upon execution by the Parties,

subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC. The NYISO and Connecting Transmission Owner shall promptly file this Agreement with FERC upon execution in accordance with Article 3.1.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this Agreement shall

remain in effect for a period of twenty one (21) years from the Effective Date or such

other longer period as the Developer may request and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination.

2.3.1 Written Notice. This Agreement may be terminated by the Developer after
 giving the NYISO and Connecting Transmission Owner ninety (90) Calendar
 Days advance written notice, or by the NYISO and Connecting Transmission
 Owner notifying FERC after the Large Generating Facility permanently ceases
 Commercial Operations.

2.3.2 Default. Any Party may terminate this Agreement in accordance with Article

17.

2.3.3 Compliance. Notwithstanding Articles 2.3.1 and 2.3.2, no termination of this
 Agreement shall become effective until the Parties have complied with all
 Applicable Laws and Regulations applicable to such termination, including the
 filing with FERC of a notice of termination of this Agreement, which notice has
 been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article

2.3.1 above, the terminating Party shall pay all costs incurred (including any cancellation
costs relating to orders or contracts for Attachment Facilities and equipment) or charges
assessed by the other Parties, as of the date of the other Parties’ receipt of such notice of
termination, that are the responsibility of the terminating Party under this Agreement. In
the event of termination by a Party, all Parties shall use commercially Reasonable Efforts
to mitigate the costs, damages and charges arising as a consequence of termination.

Upon termination of this Agreement, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of the Connecting Transmission Owner’s Attachment
 Facilities that have not yet been constructed or installed, the Connecting
 Transmission Owner shall to the extent possible and with Developer’s

12

Service Agreement No. 1702

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

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

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

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

2.5 Disconnection. Upon termination of this Agreement, Developer and Connecting

Transmission Owner will take all appropriate steps to disconnect the Developer’s Large
Generating Facility from the New York State Transmission System. All costs required to
effectuate such disconnection shall be borne by the terminating Party, unless such
termination resulted from the non-terminating Party’s Default of this Agreement or such
non-terminating Party otherwise is responsible for these costs under this Agreement.

2.6 Survival. This Agreement shall continue in effect after termination to the extent

necessary to provide for final billings and payments and for costs incurred hereunder;

including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit Developer and

13

Service Agreement No. 1702

Connecting Transmission Owner each to have access to the lands of the other pursuant to this Agreement or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. NYISO and Connecting Transmission Owner shall file this Agreement (and any

amendment hereto) with the appropriate Governmental Authority, if required. Any

information related to studies for interconnection asserted by Developer to contain

Confidential Information shall be treated in accordance with Article 22 of this Agreement and Attachment F to the NYISO OATT. If the Developer has executed this Agreement, or any amendment thereto, the Developer shall reasonably cooperate with NYISO and Connecting Transmission Owner with respect to such filing and to provide any
information reasonably requested by NYISO and Connecting Transmission Owner
needed to comply with Applicable Laws and Regulations.

ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE

4.1 Provision of Service. NYISO will provide Developer with interconnection service of the

following type for the term of this Agreement.

4.1.1 Product. NYISO will provide Energy Resource Interconnection Service and
 Capacity Resource Interconnection Service to Developer at the Point of
 Interconnection.

4.1.2 Developer is responsible for ensuring that its actual Large Generating Facility
 output matches the scheduled delivery from the Large Generating Facility to the
 New York State Transmission System, consistent with the scheduling
 requirements of the NYISO’s FERC-approved market structure, including
 ramping into and out of such scheduled delivery, as measured at the Point of
 Interconnection, consistent with the scheduling requirements of the NYISO
 OATT and any applicable FERC-approved market structure.

4.2 No Transmission Delivery Service. The execution of this Agreement does not

constitute a request for, nor agreement to provide, any Transmission Service under the
NYISO OATT, and does not convey any right to deliver electricity to any specific
customer or Point of Delivery. If Developer wishes to obtain Transmission Service on
the New York State Transmission System, then Developer must request such
Transmission Service in accordance with the provisions of the NYISO OATT.

14

Service Agreement No. 1702

4.3 No Other Services. The execution of this Agreement does not constitute a request for,

nor agreement to provide Energy, any Ancillary Services or Installed Capacity under the
NYISO Market Administration and Control Area Services Tariff (“Services Tariff”). If
Developer wishes to supply Energy, Installed Capacity or Ancillary Services, then
Developer will make application to do so in accordance with the NYISO Services Tariff.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT,
 AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to by Developer and Connecting

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

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

5.1.2 Alternate Option. If the dates designated by Developer are acceptable to

Connecting Transmission Owner, the Connecting Transmission Owner shall so notify Developer and NYISO within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Connecting Transmission Owner’s Attachment Facilities by the designated dates.

If Connecting Transmission Owner subsequently fails to complete Connecting

Transmission Owner’s Attachment Facilities by the In-Service Date, to the extent
necessary to provide back feed power; or fails to complete System Upgrade
Facilities or System Deliverability Upgrades by the Initial Synchronization Date

15

Service Agreement No. 1702

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

5.1.3 Option to Build. If the dates designated by Developer are not acceptable to

Connecting Transmission Owner, the Connecting Transmission Owner shall so

notify the Developer and NYISO within thirty (30) Calendar Days, and unless the
Developer and Connecting Transmission Owner agree otherwise, Developer shall
have the option to assume responsibility for the design, procurement and
construction of Connecting Transmission Owner’s Attachment Facilities and
Stand Alone System Upgrade Facilities on the dates specified in Article 5.1.2;
provided that if an Attachment Facility or Stand Alone System Upgrade Facility is
needed for more than one Developer’s project, Developer’s option to build such
Facility shall be contingent on the agreement of all other affected Developers.
NYISO, Connecting Transmission Owner and Developer must agree as to what
constitutes Stand Alone System Upgrade Facilities and identify such Stand Alone
System Upgrade Facilities in Appendix A hereto. Except for Stand Alone System
Upgrade Facilities, Developer shall have no right to construct System Upgrade
Facilities under this option.

5.1.4 Negotiated Option. If the Developer elects not to exercise its option under

Article 5.1.3, Option to Build, Developer shall so notify Connecting Transmission
Owner and NYISO within thirty (30) Calendar Days, and the Developer and
Connecting Transmission Owner shall in good faith attempt to negotiate terms
and conditions (including revision of the specified dates and liquidated damages,
the provision of incentives or the procurement and construction of a portion of the
Connecting Transmission Owner’s Attachment Facilities and Stand Alone System
Upgrade Facilities by Developer) pursuant to which Connecting Transmission
Owner is responsible for the design, procurement and construction of the
Connecting Transmission Owner’s Attachment Facilities and System Upgrade
Facilities and System Deliverability Upgrades. If the two Parties are unable to
reach agreement on such terms and conditions, Connecting Transmission Owner
shall assume responsibility for the design, procurement and construction of the
Connecting Transmission Owner’s Attachment Facilities and System Upgrades
Facilities and System Deliverability Upgrades pursuant to 5.1.1, Standard Option.

16

Service Agreement No. 1702

5.2 General Conditions Applicable to Option to Build. If Developer assumes

responsibility for the design, procurement and construction of the Connecting

Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities,

(1) Developer shall engineer, procure equipment, and construct the Connecting

Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Connecting Transmission Owner;

(2) Developer’s engineering, procurement and construction of the Connecting

Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities
shall comply with all requirements of law to which Connecting Transmission Owner
would be subject in the engineering, procurement or construction of the Connecting
Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities;

(3) Connecting Transmission Owner shall review and approve the engineering

design, equipment acceptance tests, and the construction of the Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities;

(4) Prior to commencement of construction, Developer shall provide to Connecting
Transmission Owner and NYISO a schedule for construction of the Connecting
Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities,
and shall promptly respond to requests for information from Connecting Transmission
Owner or NYISO;

(5) At any time during construction, Connecting Transmission Owner shall have the
right to gain unrestricted access to the Connecting Transmission Owner’s Attachment
Facilities and Stand Alone System Upgrade Facilities and to conduct inspections of the
same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of the Connecting Transmission Owner’s Attachment
Facilities and Stand Alone System Upgrade Facilities not meet the standards and
specifications provided by Connecting Transmission Owner, the Developer shall be
obligated to remedy deficiencies in that portion of the Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities;

(7) Developer shall indemnify Connecting Transmission Owner and NYISO for claims arising from the Developer’s construction of Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities under procedures applicable to Article 18.1 Indemnity;

17

Service Agreement No. 1702

(8) Developer shall transfer control of Connecting Transmission Owner’s Attachment

Facilities and Stand Alone System Upgrade Facilities to the Connecting Transmission

Owner;

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

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

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

5.3 Liquidated Damages. The actual damages to the Developer, in the event the Connecting

Transmission Owner’s Attachment Facilities or System Upgrade Facilities or System

Deliverability Upgrades are not completed by the dates designated by the Developer and
accepted by the Connecting Transmission Owner pursuant to subparagraphs 5.1.2 or

5.1.4, above, may include Developer’s fixed operation and maintenance costs and lost

opportunity costs. Such actual damages are uncertain and impossible to determine at this
time. Because of such uncertainty, any liquidated damages paid by the Connecting
Transmission Owner to the Developer in the event that Connecting Transmission Owner
does not complete any portion of the Connecting Transmission Owner’s Attachment
Facilities or System Upgrade Facilities or System Deliverability Upgrades by the
applicable dates, shall be an amount equal to 1/2 of 1 percent per day of the actual cost of
the Connecting Transmission Owner’s Attachment Facilities and System Upgrade
Facilities and System Deliverability Upgrades, in the aggregate, for which Connecting
Transmission Owner has assumed responsibility to design, procure and construct.

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

18

Service Agreement No. 1702

damages, when the Developer and Connecting Transmission Owner agree to them, are
the exclusive remedy for the Connecting Transmission Owner’s failure to meet its
schedule.

Further, Connecting Transmission Owner shall not pay liquidated damages to Developer
if: (1) Developer is not ready to commence use of the Connecting Transmission Owner’s
Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades to
take the delivery of power for the Developer’s Large Generating Facility’s Trial
Operation or to export power from the Developer’s Large Generating Facility on the
specified dates, unless the Developer would have been able to commence use of the
Connecting Transmission Owner’s Attachment Facilities or System Upgrade Facilities or
System Deliverability Upgrades to take the delivery of power for Developer’s Large
Generating Facility’s Trial Operation or to export power from the Developer’s Large
Generating Facility, but for Connecting Transmission Owner’s delay; (2) the Connecting
Transmission Owner’s failure to meet the specified dates is the result of the action or
inaction of the Developer or any other Developer who has entered into a Standard Large
Generator Interconnection Agreement with the Connecting Transmission Owner and
NYISO, or action or inaction by any other Party, or any other cause beyond Connecting
Transmission Owner’s reasonable control or reasonable ability to cure; (3) the Developer
has assumed responsibility for the design, procurement and construction of the
Connecting Transmission Owner’s Attachment Facilities and Stand Alone System
Upgrade Facilities; or (4) the Connecting Transmission Owner and Developer have
otherwise agreed.

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

5.4 Power System Stabilizers. The Developer shall procure, install, maintain and operate

Power System Stabilizers in accordance with the requirements identified in the

Interconnection Studies conducted for Developer’s Large Generating Facility. NYISO
and Connecting Transmission Owner reserve the right to reasonably establish minimum
acceptable settings for any installed Power System Stabilizers, subject to the design and
operating limitations of the Large Generating Facility. If the Large Generating Facility’s
Power System Stabilizers are removed from service or not capable of automatic
operation, the Developer shall immediately notify the Connecting Transmission Owner
and NYISO. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement. If responsibility for construction of the Connecting

Transmission Owner’s Attachment Facilities or System Upgrade Facilities or System

Deliverability Upgrades is to be borne by the Connecting Transmission Owner, then the
Connecting Transmission Owner shall commence design of the Connecting Transmission
Owner’s Attachment Facilities or System Upgrade Facilities or System Deliverability
Upgrades and procure necessary equipment as soon as practicable after all of the

19

Service Agreement No. 1702

following conditions are satisfied, unless the Developer and Connecting Transmission Owner otherwise agree in writing:

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

5.5.2 The NYISO has completed the required cost allocation analyses, and Developer
has accepted his share of the costs for necessary System Upgrade Facilities and System
Deliverability Upgrades in accordance with the provisions of Attachment S of the NYISO
OATT;

5.5.3 The Connecting Transmission Owner has received written authorization to proceed with design and procurement from the Developer by the date specified in Appendix B hereto; and

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

5.6 Construction Commencement. The Connecting Transmission Owner shall commence

construction of the Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any
 facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent
 required for the construction of a discrete aspect of the Connecting Transmission
 Owner’s Attachment Facilities and System Upgrade Facilities and System
 Deliverability Upgrades;

5.6.3 The Connecting Transmission Owner has received written authorization to

proceed with construction from the Developer by the date specified in Appendix B hereto; and

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

20

Service Agreement No. 1702

5.7 Work Progress. The Developer and Connecting Transmission Owner will keep each

other, and NYISO, advised periodically as to the progress of their respective design,
procurement and construction efforts. Any Party may, at any time, request a progress
report from the Developer or Connecting Transmission Owner. If, at any time, the
Developer determines that the completion of the Connecting Transmission Owner’s
Attachment Facilities will not be required until after the specified In-Service Date, the
Developer will provide written notice to the Connecting Transmission Owner and

NYISO of such later date upon which the completion of the Connecting Transmission Owner’s Attachment Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the

Developer and Connecting Transmission Owner shall exchange information, and provide NYISO the same information, regarding the design and compatibility of their respective Attachment Facilities and compatibility of the Attachment Facilities with the New York State Transmission System, and shall work diligently and in good faith to make any
necessary design changes.

5.9 Limited Operation. If any of the Connecting Transmission Owner’s Attachment

Facilities or System Upgrade Facilities or System Deliverability Upgrades are not

reasonably expected to be completed prior to the Commercial Operation Date of the

Developer’s Large Generating Facility, NYISO shall, upon the request and at the expense of Developer, in conjunction with the Connecting Transmission Owner, perform
operating studies on a timely basis to determine the extent to which the Developer’s
Large Generating Facility and the Developer’s Attachment Facilities may operate prior to the completion of the Connecting Transmission Owner’s Attachment Facilities or System Upgrade Facilities or System Deliverability Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this
Agreement. Connecting Transmission Owner and NYISO shall permit Developer to
operate the Developer’s Large Generating Facility and the Developer’s Attachment
Facilities in accordance with the results of such studies.

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

5.10.1 DAF Specifications. Developer shall submit initial specifications for the DAF,
 including System Protection Facilities, to Connecting Transmission Owner and
 NYISO at least one hundred eighty (180) Calendar Days prior to the Initial
 Synchronization Date; and final specifications for review and comment at least
 ninety (90) Calendar Days prior to the Initial Synchronization Date. Connecting
 Transmission Owner and NYISO shall review such specifications to ensure that
 the DAF are compatible with the technical specifications, operational control, and
 safety requirements of the Connecting Transmission Owner and NYISO and
 comment on such specifications within thirty (30) Calendar Days of Developer’s

21

Service Agreement No. 1702

submission. All specifications provided hereunder shall be deemed to be Confidential Information.

5.10.2 No Warranty. The review of Developer’s final specifications by Connecting

Transmission Owner and NYISO shall not be construed as confirming, endorsing,
or providing a warranty as to the design, fitness, safety, durability or reliability of
the Large Generating Facility, or the DAF. Developer shall make such changes to
the DAF as may reasonably be required by Connecting Transmission Owner or
NYISO, in accordance with Good Utility Practice, to ensure that the DAF are
compatible with the technical specifications, operational control, and safety
requirements of the Connecting Transmission Owner and NYISO.

5.10.3 DAF Construction. The DAF shall be designed and constructed in accordance

with Good Utility Practice. Within one hundred twenty (120) Calendar Days after
the Commercial Operation Date, unless the Developer and Connecting
Transmission Owner agree on another mutually acceptable deadline, the
Developer shall deliver to the Connecting Transmission Owner and NYISO “as-
built” drawings, information and documents for the DAF, such as: a one-line
diagram, a site plan showing the Large Generating Facility and the DAF, plan and
elevation drawings showing the layout of the DAF, a relay functional diagram,
relaying AC and DC schematic wiring diagrams and relay settings for all facilities
associated with the Developer’s step-up transformers, the facilities connecting the
Large Generating Facility to the step-up transformers and the DAF, and the
impedances (determined by factory tests) for the associated step-up transformers
and the Large Generating Facility. The Developer shall provide to, and
coordinate with, Connecting Transmission Owner and NYISO with respect to
proposed specifications for the excitation system, automatic voltage regulator,
Large Generating Facility control and protection settings, transformer tap settings,
and communications, if applicable.

5.11 Connecting Transmission Owner’s Attachment Facilities Construction. The

Connecting Transmission Owner’s Attachment Facilities shall be designed and

constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Connecting Transmission Owner and Developer agree on another mutually acceptable deadline, the Connecting Transmission Owner shall deliver to the Developer the following “as-built” drawings, information and documents for the Connecting Transmission Owner’s
Attachment Facilities as set forth in the Appendices.

The Connecting Transmission Owner shall not transfer operational control of the Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities to the NYISO upon completion of such facilities.

22

Service Agreement No. 1702

5.12 Access Rights. Upon reasonable notice and supervision by the Granting Party, and

subject to any required or necessary regulatory approvals, either the Connecting

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

5.13 Lands of Other Property Owners. If any part of the Connecting Transmission Owner’s

Attachment Facilities and/or System Upgrade Facilities and/or System Deliverability
Upgrades is to be installed on property owned by persons other than Developer or
Connecting Transmission Owner, the Connecting Transmission Owner shall at
Developer’s expense use efforts, similar in nature and extent to those that it typically
undertakes for its own or affiliated generation, including use of its eminent domain
authority, and to the extent consistent with state law, to procure from such persons any
rights of use, licenses, rights of way and easements that are necessary to construct,
operate, maintain, test, inspect, replace or remove the Connecting Transmission Owner’s
Attachment Facilities and/or System Upgrade Facilities and/or System Deliverability
Upgrades upon such property.

5.14 Permits. NYISO, Connecting Transmission Owner and the Developer shall cooperate

with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Connecting Transmission Owner shall
provide permitting assistance to the Developer comparable to that provided to the
Connecting Transmission Owner’s own, or an Affiliate’s generation, if any.

5.15 Early Construction of Base Case Facilities. Developer may request Connecting

Transmission Owner to construct, and Connecting Transmission Owner shall construct,
subject to a binding cost allocation agreement reached in accordance with Attachment S
to the NYISO OATT, including Section 25.8.7 thereof, using Reasonable Efforts to
accommodate Developer’s In-Service Date, all or any portion of any System Upgrade
Facilities or System Deliverability Upgrades required for Developer to be interconnected

23

Service Agreement No. 1702

to the New York State Transmission System which are included in the Base Case of the Facilities Study for the Developer, and which also are required to be constructed for another Developer, but where such construction is not scheduled to be completed in time to achieve Developer’s In-Service Date.

5.16 Suspension. Developer reserves the right, upon written notice to Connecting

Transmission Owner and NYISO, to suspend at any time all work by Connecting

Transmission Owner associated with the construction and installation of Connecting
Transmission Owner’s Attachment Facilities and/or System Upgrade Facilities and/or
System Deliverability Upgrades required for only that Developer under this Agreement
with the condition that the New York State Transmission System shall be left in a safe
and reliable condition in accordance with Good Utility Practice and the safety and
reliability criteria of Connecting Transmission Owner and NYISO. In such event,
Developer shall be responsible for all reasonable and necessary costs and/or obligations
in accordance with Attachment S to the NYISO OATT including those which Connecting
Transmission Owner (i) has incurred pursuant to this Agreement prior to the suspension
and (ii) incurs in suspending such work, including any costs incurred to perform such
work as may be necessary to ensure the safety of persons and property and the integrity
of the New York State Transmission System during such suspension and, if applicable,
any costs incurred in connection with the cancellation or suspension of material,
equipment and labor contracts which Connecting Transmission Owner cannot reasonably
avoid; provided, however, that prior to canceling or suspending any such material,
equipment or labor contract, Connecting Transmission Owner shall obtain Developer’s
authorization to do so.

Connecting Transmission Owner shall invoice Developer for such costs pursuant to
Article 12 and shall use due diligence to minimize its costs. In the event Developer
suspends work by Connecting Transmission Owner required under this Agreement
pursuant to this Article 5.16, and has not requested Connecting Transmission Owner to
recommence the work required under this Agreement on or before the expiration of three

(3) years following commencement of such suspension, this Agreement shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Connecting Transmission Owner and NYISO, if no
effective date is specified.

5.17 Taxes.

5.17.1 Developer Payments Not Taxable. The Developer and Connecting

Transmission Owner intend that all payments or property transfers made by

Developer to Connecting Transmission Owner for the installation of the

Connecting Transmission Owner’s Attachment Facilities and the System Upgrade
Facilities and the System Deliverability Upgrades shall be non-taxable, either as
contributions to capital, or as an advance, in accordance with the Internal Revenue
Code and any applicable state income tax laws and shall not be taxable as

24

Service Agreement No. 1702

contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and
 IRS Notice 88-129, Developer represents and covenants that (i) ownership of the
 electricity generated at the Large Generating Facility will pass to another party
 prior to the transmission of the electricity on the New York State Transmission
 System, (ii) for income tax purposes, the amount of any payments and the cost of
 any property transferred to the Connecting Transmission Owner for the
 Connecting Transmission Owner’s Attachment Facilities will be capitalized by
 Developer as an intangible asset and recovered using the straight-line method
 over a useful life of twenty (20) years, and (iii) any portion of the Connecting
 Transmission Owner’s Attachment Facilities that is a “dual-use intertie,” within
 the meaning of IRS Notice 88-129, is reasonably expected to carry only a de
 minimis amount of electricity in the direction of the Large Generating Facility.
 For this purpose, “de minimis amount” means no more than 5 percent of the total
 power flows in both directions, calculated in accordance with the “5 percent test”
 set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the
 relevant conditions that must be met to conform to IRS requirements for non-
 taxable treatment.

At Connecting Transmission Owner’s request, Developer shall provide

Connecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Connecting Transmission Owner represents and covenants that the cost of the Connecting Transmission Owner’s Attachment Facilities paid for by Developer will have no net effect on the base upon which rates are determined.

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

Connecting Transmission Owner shall not include a gross-up for the cost
consequences of any current tax liability in the amounts it charges
Developer under this Agreement unless (i) Connecting Transmission
Owner has determined, in good faith, that the payments or property
transfers made by Developer to Connecting Transmission Owner should
be reported as income subject to taxation or (ii) any Governmental
Authority directs Connecting Transmission Owner to report payments or

25

Service Agreement No. 1702

property as income subject to taxation; provided, however, that

Connecting Transmission Owner may require Developer to provide
security, in a form reasonably acceptable to Connecting Transmission
Owner (such as a parental guarantee or a letter of credit), in an amount
equal to the cost consequences of any current tax liability under this
Article 5.17. Developer shall reimburse Connecting Transmission Owner
for such costs on a fully grossed-up basis, in accordance with Article

5.17.4, within thirty (30) Calendar Days of receiving written notification from Connecting Transmission Owner of the amount due, including detail about how the amount was calculated.

This indemnification obligation shall terminate at the earlier of (1) the
expiration of the ten-year testing period and the applicable statute of
limitation, as it may be extended by the Connecting Transmission Owner
upon request of the IRS, to keep these years open for audit or adjustment,
or (2) the occurrence of a subsequent taxable event and the payment of
any related indemnification obligations as contemplated by this Article

5.17.

5.17.4 Tax Gross-Up Amount. Developer’s liability for the cost consequences of any
 current tax liability under this Article 5.17 shall be calculated on a fully grossed-
 up basis. Except as may otherwise be agreed to by the parties, this means that
 Developer will pay Connecting Transmission Owner, in addition to the amount
 paid for the Attachment Facilities and System Upgrade Facilities and System
 Deliverability Upgrades, an amount equal to (1) the current taxes imposed on
 Connecting Transmission Owner (“Current Taxes”) on the excess of (a) the gross
 income realized by Connecting Transmission Owner as a result of payments or
 property transfers made by Developer to Connecting Transmission Owner under
 this Agreement (without regard to any payments under this Article 5.17) (the
 “Gross Income Amount”) over (b) the present value of future tax deductions for
 depreciation that will be available as a result of such payments or property
 transfers (the “Present Value Depreciation Amount”), plus (2) an additional
 amount sufficient to permit the Connecting Transmission Owner to receive and
 retain, after the payment of all Current Taxes, an amount equal to the net amount
 described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on

Connecting Transmission Owner’s composite federal and state tax rates at
the time the payments or property transfers are received and Connecting
Transmission Owner will be treated as being subject to tax at the highest
marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the
Present Value Depreciation Amount shall be computed by discounting
Connecting Transmission Owner’s anticipated tax depreciation deductions
as a result of such payments or property transfers by Connecting

26

Service Agreement No. 1702

Transmission Owner’s current weighted average cost of capital. Thus, the formula for calculating Developer’s liability to Connecting Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows:
(Current Tax Rate x (Gross Income Amount - Present Value of Tax
Depreciation))/(1 - Current Tax Rate).

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

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

Connecting Transmission Owner shall keep Developer fully informed of
the status of such request for a private letter ruling and shall execute either
a privacy act waiver or a limited power of attorney, in a form acceptable to
the IRS, that authorizes Developer to participate in all discussions with the
IRS regarding such request for a private letter ruling. Connecting
Transmission Owner shall allow Developer to attend all meetings with
IRS officials about the request and shall permit Developer to prepare the
initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the
 relevant Connecting Transmission Owner Attachment Facilities are placed in
 service, (i) Developer Breaches the covenants contained in Article 5.17.2, (ii) a
 “disqualification event” occurs within the meaning of IRS Notice 88-129, or (iii)
 this Agreement terminates and Connecting Transmission Owner retains
 ownership of the Attachment Facilities and System Upgrade Facilities and System
 Deliverability Upgrades, the Developer shall pay a tax gross-up for the cost
 consequences of any current tax liability imposed on Connecting Transmission
 Owner, calculated using the methodology described in Article 5.17.4 and in
 accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Connecting
 Transmission Owner’s receipt of payments or property constitutes income that is

27

Service Agreement No. 1702

subject to taxation, Connecting Transmission Owner shall notify Developer, in
writing, within thirty (30) Calendar Days of receiving notification of such
determination by a Governmental Authority. Upon the timely written request by
Developer and at Developer’s sole expense, Connecting Transmission Owner may
appeal, protest, seek abatement of, or otherwise oppose such determination. Upon
Developer’s written request and sole expense, Connecting Transmission Owner
may file a claim for refund with respect to any taxes paid under this Article 5.17,
whether or not it has received such a determination. Connecting Transmission
Owner reserves the right to make all decisions with regard to the prosecution of
such appeal, protest, abatement or other contest, including the selection of counsel
and compromise or settlement of the claim, but Connecting Transmission Owner
shall keep Developer informed, shall consider in good faith suggestions from
Developer about the conduct of the contest, and shall reasonably permit
Developer or an Developer representative to attend contest proceedings.

Developer shall pay to Connecting Transmission Owner on a periodic basis, as

invoiced by Connecting Transmission Owner, Connecting Transmission Owner’s
documented reasonable costs of prosecuting such appeal, protest, abatement or
other contest. At any time during the contest, Connecting Transmission Owner
may agree to a settlement either with Developer’s consent or after obtaining
written advice from nationally-recognized tax counsel, selected by Connecting
Transmission Owner, but reasonably acceptable to Developer, that the proposed
settlement represents a reasonable settlement given the hazards of litigation.
Developer’s obligation shall be based on the amount of the settlement agreed to
by Developer, or if a higher amount, so much of the settlement that is supported
by the written advice from nationally-recognized tax counsel selected under the
terms of the preceding sentence. The settlement amount shall be calculated on a
fully grossed-up basis to cover any related cost consequences of the current tax
liability. Any settlement without Developer’s consent or such written advice will
relieve Developer from any obligation to indemnify Connecting Transmission
Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Connecting

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

28

Service Agreement No. 1702

attributable to any payment or property transfer made by Developer to

Connecting Transmission Owner pursuant to this Agreement, Connecting
Transmission Owner shall promptly refund to Developer the following:

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

(ii) Interest on any amounts paid by Developer to Connecting

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

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

The intent of this provision is to leave both the Developer and Connecting

Transmission Owner, to the extent practicable, in the event that no taxes are due with respect to any payment for Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Developer, and at
 Developer’s sole expense, Connecting Transmission Owner shall appeal, protest,
 seek abatement of, or otherwise contest any tax (other than federal or state income
 tax) asserted or assessed against Connecting Transmission Owner for which
 Developer may be required to reimburse Connecting Transmission Owner under
 the terms of this Agreement. Developer shall pay to Connecting Transmission
 Owner on a periodic basis, as invoiced by Connecting Transmission Owner,
 Connecting Transmission Owner’s documented reasonable costs of prosecuting

29

Service Agreement No. 1702

such appeal, protest, abatement, or other contest. Developer and Connecting
Transmission Owner shall cooperate in good faith with respect to any such
contest. Unless the payment of such taxes is a prerequisite to an appeal or
abatement or cannot be deferred, no amount shall be payable by Developer to
Connecting Transmission Owner for such taxes until they are assessed by a final,
non-appealable order by any court or agency of competent jurisdiction. In the
event that a tax payment is withheld and ultimately due and payable after appeal,
Developer will be responsible for all taxes, interest and penalties, other than
penalties attributable to any delay caused by Connecting Transmission Owner.

5.18 Tax Status; Non-Jurisdictional Entities.

5.18.1 Tax Status. Each Party shall cooperate with the other Parties to maintain the
 other Parties’ tax status. Nothing in this Agreement is intended to adversely
 affect the tax status of any Party including the status of NYISO, or the status of
 any Connecting Transmission Owner with respect to the issuance of bonds
 including, but not limited to, Local Furnishing Bonds. Notwithstanding any other
 provisions of this Agreement, LIPA, NYPA and Consolidated Edison Company
 of New York, Inc. shall not be required to comply with any provisions of this
 Agreement that would result in the loss of tax-exempt status of any of their Tax-
 Exempt Bonds or impair their ability to issue future tax-exempt obligations. For
 purposes of this provision, Tax-Exempt Bonds shall include the obligations of the
 Long Island Power Authority, NYPA and Consolidated Edison Company of New
 York, Inc., the interest on which is not included in gross income under the
 Internal Revenue Code.

5.18.2 Non-Jurisdictional Entities. LIPA and NYPA do not waive their exemptions,

pursuant to Section 201(f) of the FPA, from Commission jurisdiction with respect to the Commission’s exercise of the FPA’s general ratemaking authority.

5.19 Modification.

5.19.1 General. Either the Developer or Connecting Transmission Owner may

undertake modifications to its facilities covered by this Agreement. If either the
Developer or Connecting Transmission Owner plans to undertake a modification
that reasonably may be expected to affect the other Party’s facilities, that Party
shall provide to the other Party, and to NYISO, sufficient information regarding
such modification so that the other Party and NYISO may evaluate the potential
impact of such modification prior to commencement of the work. Such

information shall be deemed to be Confidential Information hereunder and shall
include information concerning the timing of such modifications and whether
such modifications are expected to interrupt the flow of electricity from the Large
Generating Facility. The Party desiring to perform such work shall provide the

30

Service Agreement No. 1702

relevant drawings, plans, and specifications to the other Party and NYISO at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not
unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require

Developer to submit an Interconnection Request, the NYISO shall provide, within
sixty (60) Calendar Days (or such other time as the Parties may agree), an
estimate of any additional modifications to the New York State Transmission
System, Connecting Transmission Owner’s Attachment Facilities or System
Upgrade Facilities or System Deliverability Upgrades necessitated by such
Developer modification and a good faith estimate of the costs thereof. The
Developer shall be responsible for the cost of any such additional modifications,
including the cost of studying the impact of the Developer modification.

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

5.19.3 Modification Costs. Developer shall not be assigned the costs of any additions,
 modifications, or replacements that Connecting Transmission Owner makes to the
 Connecting Transmission Owner’s Attachment Facilities or the New York State
 Transmission System to facilitate the interconnection of a third party to the
 Connecting Transmission Owner’s Attachment Facilities or the New York State
 Transmission System, or to provide Transmission Service to a third party under
 the NYISO OATT, except in accordance with the cost allocation procedures in
 Attachment S of the NYISO OATT. Developer shall be responsible for the costs
 of any additions, modifications, or replacements to the Developer Attachment
 Facilities that may be necessary to maintain or upgrade such Developer
 Attachment Facilities consistent with Applicable Laws and Regulations,
 Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial

Operation Date, the Connecting Transmission Owner shall test the Connecting

Transmission Owner’s Attachment Facilities and System Upgrade Facilities and System
Deliverability Upgrades and Developer shall test the Large Generating Facility and the
Developer Attachment Facilities to ensure their safe and reliable operation. Similar
testing may be required after initial operation. Developer and Connecting Transmission
Owner shall each make any modifications to its facilities that are found to be necessary as
a result of such testing. Developer shall bear the cost of all such testing and
modifications. Developer shall generate test energy at the Large Generating Facility only

31

Service Agreement No. 1702

if it has arranged for the injection of such test energy in accordance with NYISO procedures.

6.2 Post-Commercial Operation Date Testing and Modifications. Developer and

Connecting Transmission Owner shall each at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice and
Applicable Reliability Standards as may be necessary to ensure the continued
interconnection of the Large Generating Facility with the New York State Transmission System in a safe and reliable manner. Developer and Connecting Transmission Owner
shall each have the right, upon advance written notice, to require reasonable additional
testing of the other Party’s facilities, at the requesting Party’s expense, as may be in
accordance with Good Utility Practice.

6.3 Right to Observe Testing. Developer and Connecting Transmission Owner shall each

notify the other Party, and the NYISO, in advance of its performance of tests of its

Attachment Facilities. The other Party, and the NYISO, shall each have the right, at its own expense, to observe such testing.

6.4 Right to Inspect. Developer and Connecting Transmission Owner shall each have the

right, but shall have no obligation to: (i) observe the other Party’s tests and/or inspection
of any of its System Protection Facilities and other protective equipment, including
Power System Stabilizers; (ii) review the settings of the other Party’s System Protection
Facilities and other protective equipment; and (iii) review the other Party’s maintenance
records relative to the Attachment Facilities, the System Protection Facilities and other
protective equipment. NYISO shall have these same rights of inspection as to the
facilities and equipment of Developer and Connecting Transmission Owner. A Party
may exercise these rights from time to time as it deems necessary upon reasonable notice
to the other Party. The exercise or non-exercise by a Party of any such rights shall not be
construed as an endorsement or confirmation of any element or condition of the
Attachment Facilities or the System Protection Facilities or other protective equipment or
the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability
of same. Any information that a Party obtains through the exercise of any of its rights
under this Article 6.4 shall be treated in accordance with Article 22 of this Agreement
and Attachment F to the NYISO OATT.

ARTICLE 7. METERING

7.1 General. Developer and Connecting Transmission Owner shall each comply with

applicable requirements of NYISO and the New York Public Service Commission when
exercising its rights and fulfilling its responsibilities under this Article 7. Unless
otherwise agreed by the Connecting Transmission Owner and NYISO approved meter
service provider and Developer, the Connecting Transmission Owner shall install
Metering Equipment at the Point of Interconnection prior to any operation of the Large

32

Service Agreement No. 1702

Generating Facility and shall own, operate, test and maintain such Metering Equipment.
Net power flows including MW and MVAR, MWHR and loss profile data to and from
the Large Generating Facility shall be measured at the Point of Interconnection.
Connecting Transmission Owner shall provide metering quantities, in analog and/or
digital form, as required, to Developer or NYISO upon request. Where the Point of
Interconnection for the Large Generating Facility is other than the generator terminal, the
Developer shall also provide gross MW and MVAR quantities at the generator terminal.
Developer shall bear all reasonable documented costs associated with the purchase,
installation, operation, testing and maintenance of the Metering Equipment.

7.2 Check Meters. Developer, at its option and expense, may install and operate, on its

premises and on its side of the Point of Interconnection, one or more check meters to

check Connecting Transmission Owner’s meters. Such check meters shall be for check
purposes only and shall not be used for the measurement of power flows for purposes of
this Agreement, except as provided in Article 7.4 below. The check meters shall be
subject at all reasonable times to inspection and examination by Connecting
Transmission Owner or its designee. The installation, operation and maintenance thereof
shall be performed entirely by Developer in accordance with Good Utility Practice.

7.3 Standards. Connecting Transmission Owner shall install, calibrate, and test revenue

quality Metering Equipment including potential transformers and current transformers in
accordance with applicable ANSI and PSC standards as detailed in the NYISO Control
Center Communications Manual and in the NYISO Revenue Metering Requirements
Manual.

7.4 Testing of Metering Equipment. Connecting Transmission Owner shall inspect and test

all of its Metering Equipment upon installation and at least once every two (2) years

thereafter. If requested to do so by NYISO or Developer, Connecting Transmission

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

33

Service Agreement No. 1702

associated metering equipment installation on the Developer’s or Connecting Transmission Owner’s property at any time.

7.5 Metering Data. At Developer’s expense, the metered data shall be telemetered to one or

more locations designated by Connecting Transmission Owner, Developer and NYISO. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

8.1 Developer Obligations. In accordance with applicable NYISO requirements, Developer

shall maintain satisfactory operating communications with Connecting Transmission
Owner and NYISO. Developer shall provide standard voice line, dedicated voice line
and facsimile communications at its Large Generating Facility control room or central
dispatch facility through use of either the public telephone system, or a voice
communications system that does not rely on the public telephone system. Developer
shall also provide the dedicated data circuit(s) necessary to provide Developer data to
Connecting Transmission Owner and NYISO as set forth in Appendix D hereto. The
data circuit(s) shall extend from the Large Generating Facility to the location(s) specified
by Connecting Transmission Owner and NYISO. Any required maintenance of such
communications equipment shall be performed by Developer. Operational
communications shall be activated and maintained under, but not be limited to, the
following events: system paralleling or separation, scheduled and unscheduled
shutdowns, equipment clearances, and hourly and daily load data.

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date of the Large

Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer
equipment acceptable to the Parties, shall be installed by Developer, or by Connecting
Transmission Owner at Developer’s expense, to gather accumulated and instantaneous
data to be telemetered to the location(s) designated by Connecting Transmission Owner
and NYISO through use of a dedicated point-to-point data circuit(s) as indicated in
Article 8.1. The communication protocol for the data circuit(s) shall be specified by
Connecting Transmission Owner and NYISO. Instantaneous bi-directional analog real
power and reactive power flow information must be telemetered directly to the
location(s) specified by Connecting Transmission Owner and NYISO.

Each Party will promptly advise the appropriate other Party if it detects or otherwise

learns of any metering, telemetry or communications equipment errors or malfunctions
that require the attention and/or correction by that other Party. The Party owning such
equipment shall correct such error or malfunction as soon as reasonably feasible.

34

Service Agreement No. 1702

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and

remain the property of the Party providing such equipment regardless of the mode and

manner of annexation or attachment to real property, unless otherwise mutually agreed by the Party providing such equipment and the Party receiving such equipment.

ARTICLE 9. OPERATIONS

9.1 General. Each Party shall comply with Applicable Laws and Regulations and

Applicable Reliability Standards. Each Party shall provide to the other Parties all information that may reasonably be required by the other Parties to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 NYISO and Connecting Transmission Owner Obligations. Connecting Transmission

Owner and NYISO shall cause the New York State Transmission System and the

Connecting Transmission Owner’s Attachment Facilities to be operated, maintained and
controlled in a safe and reliable manner in accordance with this Agreement and the
NYISO Tariffs. Connecting Transmission Owner and NYISO may provide operating
instructions to Developer consistent with this Agreement, NYISO procedures and
Connecting Transmission Owner’s operating protocols and procedures as they may
change from time to time. Connecting Transmission Owner and NYISO will consider
changes to their respective operating protocols and procedures proposed by Developer.

9.3 Developer Obligations. Developer shall at its own expense operate, maintain and

control the Large Generating Facility and the Developer Attachment Facilities in a safe and reliable manner and in accordance with this Agreement. Developer shall operate the Large Generating Facility and the Developer Attachment Facilities in accordance with NYISO and Connecting Transmission Owner requirements, as such requirements are set forth or referenced in Appendix C hereto. Appendix C will be modified to reflect
changes to the requirements as they may change from time to time. Any Party may
request that the appropriate other Party or Parties provide copies of the requirements set forth or referenced in Appendix C hereto.

9.4 Start-Up and Synchronization. Consistent with the mutually acceptable procedures of

the Developer and Connecting Transmission Owner, the Developer is responsible for the proper synchronization of the Large Generating Facility to the New York State
Transmission System in accordance with NYISO and Connecting Transmission Owner procedures and requirements.

35

Service Agreement No. 1702

9.5 Real and Reactive Power Control.

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

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

The Connecting Transmission Owner shall not unreasonably restrict or

condition the reactive power production or absorption of the Large Generating Facility in accordance with Good Utility Practice.

9.5.2 Voltage Schedules. Once the Developer has synchronized the Large

Generating Facility with the New York State Transmission System, NYISO
shall require Developer to operate the Large Generating Facility to produce or
absorb reactive power within the design capability of the Large Generating
Facility set forth in Article 9.5.1 (Power Factor Design Criteria). NYISO’s
voltage schedules shall treat all sources of reactive power in the New York
Control Area in an equitable and not unduly discriminatory manner. NYISO
shall exercise Reasonable Efforts to provide Developer with such schedules in

accordance with NYISO procedures, and may make changes to such schedules
as necessary to maintain the reliability of the New York State Transmission
System. Developer shall operate the Large Generating Facility to maintain the
specified output voltage or power factor at the Point of Interconnection within
the design capability of the Large Generating Facility set forth in Article 9.5.1
(Power Factor Design Criteria) as directed by the Connecting Transmission

Owner’s System Operator or the NYISO. If Developer is unable to maintain the specified voltage or power factor, it shall promptly notify NYISO.

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

9.5.4 Governors and Regulators. Whenever the Large Generating Facility is operated
 in parallel with the New York State Transmission System, the turbine speed
 governors and automatic voltage regulators shall be in automatic operation at all
 times. If the Large Generating Facility’s speed governors or automatic voltage

36

Service Agreement No. 1702

regulators are not capable of such automatic operation, the Developer shall

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

9.6 Outages and Interruptions.

9.6.1 Outages.

9.6.1.1 Outage Authority and Coordination. Developer and Connecting

Transmission Owner may each, in accordance with NYISO

procedures and Good Utility Practice and in coordination with the
other Party, remove from service any of its respective Attachment
Facilities or System Upgrade Facilities and System Deliverability
Upgrades that may impact the other Party’s facilities as necessary to
perform maintenance or testing or to install or replace equipment.
Absent an Emergency State, the Party scheduling a removal of such
facility(ies) from service will use Reasonable Efforts to schedule
such removal on a date and time mutually acceptable to both the

Developer and the Connecting Transmission Owner. In all

circumstances either Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.6.1.2 Outage Schedules. The Connecting Transmission Owner shall post

scheduled outages of its transmission facilities on the NYISO

OASIS. Developer shall submit its planned maintenance schedules
for the Large Generating Facility to Connecting Transmission Owner
and NYISO for a minimum of a rolling thirty-six month period.
Developer shall update its planned maintenance schedules as
necessary. NYISO may direct, or the Connecting Transmission
Owner may request, Developer to reschedule its maintenance as
necessary to maintain the reliability of the New York State
Transmission System. Compensation to Developer for any
additional direct costs that the Developer incurs as a result of
rescheduling maintenance, including any additional overtime,

37

Service Agreement No. 1702

breaking of maintenance contracts or other costs above and beyond
the cost the Developer would have incurred absent the request to
reschedule maintenance, shall be in accordance with the NYISO
OATT. Developer will not be eligible to receive compensation, if
during the twelve (12) months prior to the date of the scheduled
maintenance, the Developer had modified its schedule of

maintenance activities other than at the direction of the NYISO or request of the Connecting Transmission Owner.

9.6.1.3 Outage Restoration. If an outage on the Attachment Facilities or

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

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

9.6.2.1 The interruption or reduction shall continue only for so long as

reasonably necessary under Good Utility Practice;

9.6.2.2 Any such interruption or reduction shall be made on an equitable,

non-discriminatory basis with respect to all generating facilities
directly connected to the New York State Transmission System;

9.6.2.3 When the interruption or reduction must be made under

circumstances which do not allow for advance notice, NYISO or
Connecting Transmission Owner shall notify Developer by
telephone as soon as practicable of the reasons for the curtailment,
interruption, or reduction, and, if known, its expected duration.

38

Service Agreement No. 1702

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

9.6.2.4 Except during the existence of an Emergency State, when the

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

9.6.2.5 The Parties shall cooperate and coordinate with each other to the

extent necessary in order to restore the Large Generating Facility,

Attachment Facilities, and the New York State Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.6.3 Under-Frequency and Over Frequency Conditions. The New York State

Transmission System is designed to automatically activate a load-shed program as
required by the NPCC in the event of an under-frequency system disturbance.
Developer shall implement under-frequency and over-frequency relay set points
for the Large Generating Facility as required by the NPCC to ensure “ride
through” capability of the New York State Transmission System. Large
Generating Facility response to frequency deviations of predetermined
magnitudes, both under-frequency and over-frequency deviations, shall be studied
and coordinated with the NYISO and Connecting Transmission Owner in
accordance with Good Utility Practice. The term “ride through” as used herein
shall mean the ability of a Generating Facility to stay connected to and
synchronized with the New York State Transmission System during system
disturbances within a range of under-frequency and over-frequency conditions, in
accordance with Good Utility Practice and with NPCC criteria A-3.

9.6.4 System Protection and Other Control Requirements.

9.6.4.1 System Protection Facilities. Developer shall, at its expense,

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

39

Service Agreement No. 1702

York State Transmission System as a result of the interconnection of
the Large Generating Facility and Developer Attachment Facilities.

9.6.4.2 The protection facilities of both the Developer and Connecting

Transmission Owner shall be designed and coordinated with other systems in accordance with Good Utility Practice and Applicable Reliability Standards.

9.6.4.3 The Developer and Connecting Transmission Owner shall each be

responsible for protection of its respective facilities consistent with Good Utility Practice and Applicable Reliability Standards.

9.6.4.4 The protective relay design of the Developer and Connecting

Transmission Owner shall each incorporate the necessary test

switches to perform the tests required in Article 6 of this Agreement.
The required test switches will be placed such that they allow
operation of lockout relays while preventing breaker failure schemes
from operating and causing unnecessary breaker operations and/or
the tripping of the Developer’s Large Generating Facility.

9.6.4.5 The Developer and Connecting Transmission Owner will each test,

operate and maintain System Protection Facilities in accordance with Good Utility Practice and NPCC criteria.

9.6.4.6 Prior to the In-Service Date, and again prior to the Commercial

Operation Date, the Developer and Connecting Transmission
Owner shall each perform, or their agents shall perform, a
complete calibration test and functional trip test of the System
Protection Facilities. At intervals suggested by Good Utility
Practice and following any apparent malfunction of the System
Protection Facilities, the Developer and Connecting Transmission
Owner shall each perform both calibration and functional trip tests
of its System Protection Facilities. These tests do not require the
tripping of any in-service generation unit. These tests do,
however, require that all protective relays and lockout contacts be
activated.

9.6.5 Requirements for Protection. In compliance with NPCC requirements and

Good Utility Practice, Developer shall provide, install, own, and maintain relays,
circuit breakers and all other devices necessary to remove any fault contribution
of the Large Generating Facility to any short circuit occurring on the New York
State Transmission System not otherwise isolated by Connecting Transmission

40

Service Agreement No. 1702

Owner’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 Large Generating Facility and the New York State Transmission System at a
site selected upon mutual agreement (not to be unreasonably withheld,
conditioned or delayed) of the Developer and Connecting Transmission Owner.
Developer shall be responsible for protection of the Large Generating Facility and
Developer’s other equipment from such conditions as negative sequence currents,
over- or under-frequency, sudden load rejection, over- or under-voltage, and
generator loss-of-field. Developer shall be solely responsible to disconnect the
Large Generating Facility and Developer’s other equipment if conditions on the
New York State Transmission System could adversely affect the Large
Generating Facility.

9.6.6 Power Quality. Neither the facilities of Developer nor the facilities of

Connecting Transmission Owner shall cause excessive voltage flicker nor

introduce excessive distortion to the sinusoidal voltage or current waves as

defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric
industry standard, ANSI Standard C84.1-1989, or the applicable superseding
electric industry standard, shall control.

9.7 Switching and Tagging Rules. The Developer and Connecting Transmission Owner

shall each provide the other Party a copy of its switching and tagging rules that are applicable to the other Party’s activities. Such switching and tagging rules shall be developed on a nondiscriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.8 Use of Attachment Facilities by Third Parties.

9.8.1 Purpose of Attachment Facilities. Except as may be required by Applicable
 Laws and Regulations, or as otherwise agreed to among the Parties, the
 Attachment Facilities shall be constructed for the sole purpose of interconnecting
 the Large Generating Facility to the New York State Transmission System and
 shall be used for no other purpose.

9.8.2 Third Party Users. If required by Applicable Laws and Regulations or if the

Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Connecting Transmission Owner’s
Attachment Facilities, or any part thereof, Developer will be entitled to

41

Service Agreement No. 1702

compensation for the capital expenses it incurred in connection with the

Attachment Facilities based upon the pro rata use of the Attachment Facilities by
Connecting Transmission Owner, all third party users, and Developer, in
accordance with Applicable Laws and Regulations or upon some other mutually-
agreed upon methodology. In addition, cost responsibility for ongoing costs,
including operation and maintenance costs associated with the Attachment
Facilities, will be allocated between Developer and any third party users based
upon the pro rata use of the Attachment Facilities by Connecting Transmission
Owner, all third party users, and Developer, in accordance with Applicable Laws
and Regulations or upon some other mutually agreed upon methodology. If the
issue of such compensation or allocation cannot be resolved through such
negotiations, it shall be submitted to FERC for resolution.

9.9 Disturbance Analysis Data Exchange. The Parties will cooperate with one another and

the NYISO in the analysis of disturbances to either the Large Generating Facility or the New York State Transmission System by gathering and providing access to any
information relating to any disturbance, including information from disturbance recording equipment, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

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

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

10.3 Coordination. The Developer and Connecting Transmission Owner shall confer

regularly to coordinate the planning, scheduling and performance of preventive and

corrective maintenance on the Large Generating Facility and the Attachment Facilities.

The Developer and Connecting Transmission Owner shall keep NYISO fully informed of the preventive and corrective maintenance that is planned, and shall schedule all such maintenance in accordance with NYISO procedures.

10.4 Secondary Systems. The Developer and Connecting Transmission Owner shall each
 cooperate with the other in the inspection, maintenance, and testing of control or power
 circuits that operate below 600 volts, AC or DC, including, but not limited to, any
 hardware, control or protective devices, cables, conductors, electric raceways, secondary
 equipment panels, transducers, batteries, chargers, and voltage and current transformers

42

Service Agreement No. 1702

that directly affect the operation of Developer or Connecting Transmission Owner’s

facilities and equipment which may reasonably be expected to impact the other Party.

The Developer and Connecting Transmission Owner shall each provide advance notice to the other Party, and to NYISO, before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current
transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the
 use of facilities by others, and except for operations and maintenance expenses associated
 with modifications made for providing interconnection or transmission service to a third
 party and such third party pays for such expenses, Developer shall be responsible for all
 reasonable expenses including overheads, associated with: (1) owning, operating,
 maintaining, repairing, and replacing Developer Attachment Facilities; and (2) operation,
 maintenance, repair and replacement of Connecting Transmission Owner’s Attachment
 Facilities. The Connecting Transmission Owner shall be entitled to the recovery of
 incremental operating and maintenance expenses that it incurs associated with System
 Upgrade Facilities and System Deliverability Upgrades if and to the extent provided for
 under Attachment S to the NYISO OATT.

ARTICLE 11. PERFORMANCE OBLIGATION

11.1 Developer Attachment Facilities. Developer shall design, procure, construct, install,

own and/or control the Developer Attachment Facilities described in Appendix A hereto, at its sole expense.

11.2 Connecting Transmission Owner’s Attachment Facilities. Connecting Transmission
 Owner shall design, procure, construct, install, own and/or control the Connecting
 Transmission Owner’s Attachment Facilities described in Appendix A hereto, at the sole
 expense of the Developer.

11.3 System Upgrade Facilities and System Deliverability Upgrades. Connecting

Transmission Owner shall design, procure, construct, install, and own the System

Upgrade Facilities and System Deliverability Upgrades described in Appendix A hereto. The responsibility of the Developer for costs related to System Upgrade Facilities and System Deliverability Upgrades shall be determined in accordance with the provisions of Attachment S to the NYISO OATT.

11.4 Special Provisions for Affected Systems. For the re-payment of amounts advanced to
 Affected System Operator for System Upgrade Facilities or System Deliverability
 Upgrades, the Developer and Affected System Operator shall enter into an agreement that
 provides for such re-payment, but only if responsibility for the cost of such System
 Upgrade Facilities or System Deliverability Upgrades is not to be allocated in accordance

43

Service Agreement No. 1702

with Attachment S to the NYISO OATT. The agreement shall specify the terms

governing payments to be made by the Developer to the Affected System Operator as well as the re-payment by the Affected System Operator.

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of
 the procurement, installation, or construction of a discrete portion of a Connecting
 Transmission Owner’s Attachment Facilities, Developer shall provide Connecting
 Transmission Owner, at Developer’s option, a guarantee, a surety bond, letter of credit or
 other form of security that is reasonably acceptable to Connecting Transmission Owner
 and is consistent with the Uniform Commercial Code of the jurisdiction identified in
 Article 14.2.1 of this Agreement. Such security for payment shall be in an amount
 sufficient to cover the cost for the Developer’s share of constructing, procuring and
 installing the applicable portion of Connecting Transmission Owner’s Attachment
 Facilities, and shall be reduced on a dollar-for-dollar basis for payments made to
 Connecting Transmission Owner for these purposes.

In addition:

11.5.1 The guarantee must be made by an entity that meets the commercially reasonable
 creditworthiness requirements of Connecting Transmission Owner, and contains
 terms and conditions that guarantee payment of any amount that may be due from
 Developer, up to an agreed-to maximum amount.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable
 to Connecting Transmission Owner and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to

Connecting Transmission Owner and must specify a reasonable expiration date.

11.5.4 Attachment S to the NYISO OATT shall govern the Security that Developer
 provides for System Upgrade Facilities and System Deliverability Upgrades.

11.6 Developer Compensation for Emergency Services. If, during an Emergency State, the
 Developer provides services at the request or direction of the NYISO or Connecting
 Transmission Owner, the Developer will be compensated for such services in accordance
 with the NYISO Services Tariff.

11.7 Line Outage Costs. Notwithstanding anything in the NYISO OATT to the contrary, the
 Connecting Transmission Owner may propose to recover line outage costs associated
 with the installation of Connecting Transmission Owner’s Attachment Facilities or
 System Upgrade Facilities or System Deliverability Upgrades on a case-by-case basis.

44

Service Agreement No. 1702

ARTICLE 12. INVOICE

12.1 General. The Developer and Connecting Transmission Owner shall each submit to the
 other Party, on a monthly basis, invoices of amounts due for the preceding month. Each
 invoice shall state the month to which the invoice applies and fully describe the services
 and equipment provided. The Developer and Connecting Transmission Owner may
 discharge mutual debts and payment obligations due and owing to each other on the same
 date through netting, in which case all amounts one Party owes to the other Party under
 this Agreement, including interest payments or credits, shall be netted so that only the net
 amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within six months after completion of the construction of the Connecting
 Transmission Owner’s Attachment Facilities and the System Upgrade Facilities and
 System Deliverability Upgrades, Connecting Transmission Owner shall provide an
 invoice of the final cost of the construction of the Connecting Transmission Owner’s
 Attachment Facilities and the System Upgrade Facilities and System Deliverability
 Upgrades, determined in accordance with Attachment S to the NYISO OATT, and shall
 set forth such costs in sufficient detail to enable Developer to compare the actual costs
 with the estimates and to ascertain deviations, if any, from the cost estimates.
 Connecting Transmission Owner shall refund to Developer any amount by which the
 actual payment by Developer for estimated costs exceeds the actual costs of construction
 within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in

Appendix F hereto. The Party receiving the invoice shall pay the invoice within thirty

(30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices will not constitute a waiver of any rights or claims the paying Party may have under this Agreement.

12.4 Disputes. In the event of a billing dispute between Connecting Transmission Owner and
 Developer, Connecting Transmission Owner shall continue to perform under this
 Agreement as long as Developer: (i) continues to make all payments not in dispute; and
 (ii) pays to Connecting Transmission Owner or into an independent escrow account the
 portion of the invoice in dispute, pending resolution of such dispute. If Developer fails to
 meet these two requirements for continuation of service, then Connecting Transmission
 Owner may provide notice to Developer of a Default pursuant to Article 17. Within
 thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to
 the other Party shall pay the amount due with interest calculated in accord with the
 methodology set forth in FERC’s Regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

45

Service Agreement No. 1702

ARTICLE 13. EMERGENCIES

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

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

13.2 Notice. NYISO or, as applicable, Connecting Transmission Owner shall notify

Developer promptly when it becomes aware of an Emergency State that affects the

Connecting Transmission Owner’s Attachment Facilities or the New York State

Transmission System that may reasonably be expected to affect Developer’s operation of the Large Generating Facility or the Developer’s Attachment Facilities. Developer shall notify NYISO and Connecting Transmission Owner promptly when it becomes aware of an Emergency State that affects the Large Generating Facility or the Developer
Attachment Facilities that may reasonably be expected to affect the New York State
Transmission System or the Connecting Transmission Owner’s Attachment Facilities.
To the extent information is known, the notification shall describe the Emergency State, the extent of the damage or deficiency, the expected effect on the operation of
Developer’s or Connecting Transmission Owner’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.

13.3 Immediate Action. Unless, in Developer’s reasonable judgment, immediate action is

required, Developer shall obtain the consent of Connecting Transmission Owner, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Developer Attachment Facilities in response to an Emergency State either declared by NYISO, Connecting Transmission Owner or otherwise regarding New York State Transmission System.

13.4 NYISO and Connecting Transmission Owner Authority.

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

NYISO and Connecting Transmission Owner shall use Reasonable Efforts
to minimize the effect of such actions or inactions on the Large Generating
Facility or the Developer Attachment Facilities. NYISO or Connecting
Transmission Owner may, on the basis of technical considerations, require

46

Service Agreement No. 1702

the Large Generating Facility to mitigate an Emergency State by taking
actions necessary and limited in scope to remedy the Emergency State,
including, but not limited to, directing Developer to shut-down, start-up,
increase or decrease the real or reactive power output of the Large
Generating Facility; implementing a reduction or disconnection pursuant
to Article 13.4.2; directing the Developer to assist with blackstart (if
available) or restoration efforts; or altering the outage schedules of the
Large Generating Facility and the Developer Attachment Facilities.
Developer shall comply with all of the NYISO and Connecting
Transmission Owner’s operating instructions concerning Large Generating
Facility real power and reactive power output within the manufacturer’s
design limitations of the Large Generating Facility’s equipment that is in
service and physically available for operation at the time, in compliance
with Applicable Laws and Regulations.

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

13.5 Developer Authority. Consistent with Good Utility Practice and this Agreement, the

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

47

Service Agreement No. 1702

13.6 Limited Liability. Except as otherwise provided in Article 11.6 of this Agreement, no

Party shall be liable to another Party for any action it takes in responding to an

Emergency State so long as such action is made in good faith and is consistent with Good Utility Practice and the NYISO Tariffs.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party’s obligations under this Agreement shall be

subject to its receipt of any required approval or certificate from one or more

Governmental Authorities in the form and substance satisfactory to the applying Party, or
the Party making any required filings with, or providing notice to, such Governmental
Authorities, and the expiration of any time period associated therewith. Each Party shall
in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing
in this Agreement shall require Developer to take any action that could result in its
inability to obtain, or its loss of, status or exemption under the Federal Power Act or the
Public Utility Holding Company Act of 2005 or the Public Utility Regulatory Policies
Act of 1978, as amended.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this Agreement and each of its

provisions shall be governed by the laws of the state of New York, without regard to its conflicts of law principles.

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

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

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this Agreement, any notice, demand or request

required or permitted to be given by a Party to the other Parties and any instrument

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

48

Service Agreement No. 1702

A Party may change the notice information in this Agreement by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in

Appendix F hereto.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by

a Party to the other Parties and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email
addresses set out in Appendix F hereto.

15.4 Operations and Maintenance Notice. Developer and Connecting Transmission Owner

shall each notify the other Party, and NYISO, in writing of the identity of the person(s)
that it designates as the point(s) of contact with respect to the implementation of Articles

9 and 10 of this Agreement.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

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

49

Service Agreement No. 1702

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Breach shall exist where such failure to discharge an obligation
 (other than the payment of money) is the result of Force Majeure as defined in
 this Agreement or the result of an act or omission of the other Parties. Upon a
 Breach, the non-Breaching Parties shall give written notice of such to the
 Breaching Party. The Breaching Party shall have thirty (30) Calendar Days from
 receipt of the Breach notice within which to cure such Breach; provided however,
 if such Breach is not capable of cure within thirty (30) Calendar Days, the
 Breaching Party shall commence such cure within thirty (30) Calendar Days after
 notice and continuously and diligently complete such cure within ninety (90)
 Calendar Days from receipt of the Breach notice; and, if cured within such time,
 the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article 17, or if
 a Breach is not capable of being cured within the period provided for herein, the
 non-Breaching Parties acting together shall thereafter have the right to declare a
 Default and terminate this Agreement by written notice at any time until cure
 occurs, and be relieved of any further obligation hereunder and, whether or not
 those Parties terminate this Agreement, to recover from the defaulting Party all
 amounts due hereunder, plus all other damages and remedies to which they are
 entitled at law or in equity. The provisions of this Article will survive termination
 of this Agreement.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. Each Party (the “Indemnifying Party”) shall at all times indemnify, defend,

and save harmless, as applicable, the other Parties (each an “Indemnified Party”) from,
any and all damages, losses, claims, including claims and actions relating to injury to or
death of any person or damage to property, the alleged violation of any Environmental
Law, or the release or threatened release of any Hazardous Substance, demand, suits,
recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or
to third parties, arising out of or resulting from (i) the Indemnified Party’s performance of its obligations under this Agreement on behalf of the Indemnifying Party, except in cases where the Indemnifying Party can demonstrate that the Loss of the Indemnified Party was caused by the gross negligence or intentional wrongdoing of the Indemnified Party or (ii) the violation by the Indemnifying Party of any Environmental Law or the release by the
Indemnifying Party of any Hazardous Substance.

50

Service Agreement No. 1702

18.1.1 Indemnified Party. If a Party is entitled to indemnification under this Article 18
 as a result of a claim by a third party, and the indemnifying Party fails, after
 notice and reasonable opportunity to proceed under Article 18.1.3, to assume the
 defense of such claim, such Indemnified Party may at the expense of the
 Indemnifying Party contest, settle or consent to the entry of any judgment with
 respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and
 hold any Indemnified Party harmless under this Article 18, the amount owing to
 the Indemnified Party shall be the amount of such Indemnified Party’s actual
 Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any
 claim or notice of the commencement of any action or administrative or legal
 proceeding or investigation as to which the indemnity provided for in Article 18.1
 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.
 Any failure of or delay in such notification shall not affect a Party’s
 indemnification obligation unless such failure or delay is materially prejudicial to
 the Indemnifying Party.

Except as stated below, the Indemnifying Party shall have the right to

assume the defense thereof with counsel designated by such Indemnifying
Party and reasonably satisfactory to the Indemnified Party. If the
defendants in any such action include one or more Indemnified Parties and
the Indemnifying Party and if the Indemnified Party reasonably concludes
that there may be legal defenses available to it and/or other Indemnified
Parties which are different from or additional to those available to the
Indemnifying Party, the Indemnified Party shall have the right to select
separate counsel to assert such legal defenses and to otherwise participate
in the defense of such action on its own behalf. In such instances, the
Indemnifying Party shall only be required to pay the fees and expenses of
one additional attorney to represent an Indemnified Party or Indemnified
Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any
such action, suit or proceeding, the defense of which has been assumed by
the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying
Party (i) shall not be entitled to assume and control the defense of any
such action, suit or proceedings if and to the extent that, in the opinion of
the Indemnified Party and its counsel, such action, suit or proceeding
involves the potential imposition of criminal liability on the Indemnified
Party, or there exists a conflict or adversity of interest between the
Indemnified Party and the Indemnifying Party, in such event the
Indemnifying Party shall pay the reasonable expenses of the Indemnified

51

Service Agreement No. 1702

Party, and (ii) shall not settle or consent to the entry of any judgment in
any action, suit or proceeding without the consent of the Indemnified
Party, which shall not be unreasonably withheld, conditioned or delayed.

18.2 No Consequential Damages. Other than the Liquidated Damages heretofore described

and the indemnity obligations set forth in Article 18.1, in no event shall any Party be

liable under any provision of this Agreement for any losses, damages, costs or expenses
for any special, indirect, incidental, consequential, or punitive damages, including but not
limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of
temporary equipment or services, whether based in whole or in part in contract, in tort,
including negligence, strict liability, or any other theory of liability; provided, however,
that damages for which a Party may be liable to another Party under separate agreement
will not be considered to be special, indirect, incidental, or consequential damages

hereunder.

18.3 Insurance. Developer and Connecting Transmission Owner shall each, at its own

expense, maintain in force throughout the period of this Agreement, and until released by the other Parties, the following minimum insurance coverages, with insurers authorized to do business in the state of New York:

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

18.3.2 Commercial General Liability Insurance including premises and operations,

personal injury, broad form property damage, broad form blanket contractual

liability coverage (including coverage for the contractual indemnification)

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

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-
 owned and hired vehicles, trailers or semi-trailers designed for travel on public
 roads, with a minimum, combined single limit of One Million Dollars
 ($1,000,000) per occurrence for bodily injury, including death, and property
 damage.

18.3.4 Excess Public Liability Insurance over and above the Employers’ Liability
 Commercial General Liability and Comprehensive Automobile Liability

52

Service Agreement No. 1702

Insurance coverage, with a minimum combined single limit of Twenty Million
Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000)
aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile

Insurance and Excess Public Liability Insurance policies of Developer and

Connecting Transmission Owner shall name the other Party, its parent, associated
and Affiliate companies and their respective directors, officers, agents, servants
and employees (“Other Party Group”) as additional insured. All policies shall
contain provisions whereby the insurers waive all rights of subrogation in
accordance with the provisions of this Agreement against the Other Party Group
and provide thirty (30) Calendar days advance written notice to the Other Party
Group prior to anniversary date of cancellation or any material change in
coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile

Liability Insurance and Excess Public Liability Insurance policies shall contain
provisions that specify that the policies are primary and shall apply to such extent
without consideration for other policies separately carried and shall state that each
insured is provided coverage as though a separate policy had been issued to each,
except the insurer’s liability shall not be increased beyond the amount for which
the insurer would have been liable had only one insured been covered. Developer
and Connecting Transmission Owner shall each be responsible for its respective
deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile

Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Developer and Connecting Transmission Owner.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be
 maintained by the Developer and Connecting Transmission Owner are not
 intended to and shall not in any manner, limit or qualify the liabilities and
 obligations assumed by those Parties under this Agreement.

18.3.9 Within ten (10) days following execution of this Agreement, and as soon as
 practicable after the end of each fiscal year or at the renewal of the insurance
 policy and in any event within ninety (90) days thereafter, Developer and
 Connecting Transmission Owner shall provide certification of all insurance
 required in this Agreement, executed by each insurer or by an authorized
 representative of each insurer.

53

Service Agreement No. 1702

18.3.10 Notwithstanding the foregoing, Developer and Connecting Transmission Owner
 may each self-insure to meet the minimum insurance requirements of Articles

18.3.2 through 18.3.8 to the extent it maintains a self-insurance program;

provided that, such Party’s senior debt is rated at investment grade, or better, by
Standard & Poor’s and that its self-insurance program meets the minimum
insurance requirements of Articles 18.3.2 through 18.3.8. For any period of
time that a Party’s senior debt is unrated by Standard & Poor’s or is rated at less
than investment grade by Standard & Poor’s, such Party shall comply with the
insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In
the event that a Party is permitted to self-insure pursuant to this Article 18.3.10,
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 18.3.9.

18.3.11 Developer and Connecting Transmission Owner agree to report to each other in
 writing as soon as practical all accidents or occurrences resulting in injuries to
 any person, including death, and any property damage arising out of this
 Agreement.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This Agreement may be assigned by a Party only with the written consent

of the other Parties; provided that a Party may assign this Agreement without the consent
of the other Parties to any Affiliate of the assigning Party with an equal or greater credit
rating and with the legal authority and operational ability to satisfy the obligations of the
assigning Party under this Agreement; provided further that a Party may assign this
Agreement without the consent of the other Parties in connection with the sale, merger,
restructuring, or transfer of a substantial portion or all of its assets, including the
Attachment Facilities it owns, so long as the assignee in such a transaction directly
assumes in writing all rights, duties and obligations arising under this Agreement; and
provided further that the Developer shall have the right to assign this Agreement, without
the consent of the NYISO or Connecting Transmission Owner, for collateral security
purposes to aid in providing financing for the Large Generating Facility, provided that the
Developer will promptly notify the NYISO and Connecting Transmission Owner of any
such assignment. Any financing arrangement entered into by the Developer pursuant to
this Article will provide that prior to or upon the exercise of the secured party’s, trustee’s
or mortgagee’s assignment rights pursuant to said arrangement, the secured creditor, the
trustee or mortgagee will notify the NYISO and Connecting Transmission Owner of the
date and particulars of any such exercise of assignment right(s) and will provide the
NYISO and Connecting Transmission Owner with proof that it meets the requirements of
Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and
ineffective. Any assignment under this Agreement shall not relieve a Party of its
obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason

54

Service Agreement No. 1702

thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this Agreement is finally determined to be invalid, void

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

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of

conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Certain information exchanged by the Parties during the term of this

Agreement shall constitute confidential information (“Confidential Information”) and shall be subject to this Article 22.

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

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

22.1.2 Confidential Information. The following shall constitute Confidential

Information: (1) any non-public information that is treated as confidential by the

55

Service Agreement No. 1702

disclosing Party and which the disclosing Party identifies as Confidential

Information in writing at the time, or promptly after the time, of disclosure; or (2) information designated as Confidential Information by the NYISO Code of
Conduct contained in Attachment F to the NYISO OATT.

22.1.3 Scope. Confidential Information shall not include information that the receiving
 Party can demonstrate: (1) is generally available to the public other than as a
 result of a disclosure by the receiving Party; (2) was in the lawful possession of
 the receiving Party on a non-confidential basis before receiving it from the
 disclosing Party; (3) was supplied to the receiving Party without restriction by a
 third party, who, to the knowledge of the receiving Party after due inquiry, was
 under no obligation to the disclosing Party to keep such information confidential;

(4) was independently developed by the receiving Party without reference to
Confidential Information of the disclosing Party; (5) is, or becomes, publicly
known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (6) is required, in accordance with Article 22.1.8 of this
Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement.
Information designated as Confidential Information will no longer be deemed
confidential if the Party that designated the information as confidential notifies
the other Party that it no longer is confidential.

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

Confidential Information to any other person, except to its Affiliates (limited by
FERC Standards of Conduct requirements), subcontractors, employees,
consultants, or to parties who may be considering providing financing to or
equity participation with Developer, or to potential purchasers or assignees of a
Party, on a need-to-know basis in connection with this Agreement, unless such
person has first been advised of the confidentiality provisions of this Article 22
and has agreed to comply with such provisions. Notwithstanding the foregoing,
a Party providing Confidential Information to any person shall remain primarily
responsible for any release of Confidential Information in contravention of this
Article 22.

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

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

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

56

Service Agreement No. 1702

particular information or Confidential Information to the other Parties nor to

enter into any further agreements or proceed with any other relationship or joint
venture.

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

22.1.8 Order of Disclosure. If a court or a Government Authority or entity with the
 right, power, and apparent authority to do so requests or requires any Party, by
 subpoena, oral deposition, interrogatories, requests for production of
 documents, administrative order, or otherwise, to disclose Confidential
 Information, that Party shall provide the other Parties with prompt notice of
 such request(s) or requirement(s) so that the other Parties may seek an
 appropriate protective order or waive compliance with the terms of this
 Agreement. Notwithstanding the absence of a protective order or waiver, the
 Party may disclose such Confidential Information which, in the opinion of its
 counsel, the Party is legally compelled to disclose. Each Party will use
 Reasonable Efforts to obtain reliable assurance that confidential treatment will
 be accorded any Confidential Information so furnished.

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

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

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

57

Service Agreement No. 1702

reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.11 Disclosure to FERC, its Staff, or a State. Notwithstanding anything in this

Article 22 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or
its staff, during the course of an investigation or otherwise, requests information
from one of the Parties that is otherwise required to be maintained in confidence
pursuant to this Agreement or the NYISO OATT, the Party shall provide the
requested information to FERC or its staff, within the time provided for in the
request for information. In providing the information to FERC or its staff, the
Party must, consistent with 18 C.F.R. section 388.112, request that the
information be treated as confidential and non-public by FERC and its staff and
that the information be withheld from public disclosure. Parties are prohibited
from notifying the other Parties to this Agreement prior to the release of the
Confidential Information to the Commission or its staff. The Party shall notify
the other Parties to the Agreement when it is notified by FERC or its staff that a
request to release Confidential Information has been received by FERC, at which
time the Parties may respond before such information would be made public,
pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body
conducting a confidential investigation shall be treated in a similar manner if
consistent with the applicable state rules and regulations. A Party shall not be
liable for any losses, consequential or otherwise, resulting from that Party
divulging Confidential Information pursuant to a FERC or state regulatory body
request under this paragraph.

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

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

58

Service Agreement No. 1702

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Developer and Connecting Transmission Owner Notice. Developer and Connecting

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

ARTICLE 24. INFORMATION REQUIREMENT

24.1 Information Acquisition. Connecting Transmission Owner and Developer shall each

submit specific information regarding the electrical characteristics of their respective facilities to the other, and to NYISO, as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by Connecting Transmission Owner. The initial information

submission by Connecting Transmission Owner shall occur no later than one hundred
eighty (180) Calendar Days prior to Trial Operation and shall include New York State
Transmission System information necessary to allow the Developer to select equipment
and meet any system protection and stability requirements, unless otherwise mutually
agreed to by the Developer and Connecting Transmission Owner. On a monthly basis
Connecting Transmission Owner shall provide Developer and NYISO a status report on
the construction and installation of Connecting Transmission Owner’s Attachment

Facilities and System Upgrade Facilities and System Deliverability Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Developer. The updated information submission

by the Developer, including manufacturer information, shall occur no later than one

hundred eighty (180) Calendar Days prior to the Trial Operation. Developer shall submit
a completed copy of the Large Generating Facility data requirements contained in
Appendix 1 to the Large Facility Interconnection Procedures. It shall also include any
additional information provided to Connecting Transmission Owner for the
Interconnection Feasibility Study and Interconnection Facilities Study. Information in
this submission shall be the most current Large Generating Facility design or expected
performance data. Information submitted for stability models shall be compatible with
NYISO standard models. If there is no compatible model, the Developer will work with

59

Service Agreement No. 1702

a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Developer’s data is different from what was originally provided to Connecting

Transmission Owner and NYISO pursuant to an Interconnection Study Agreement

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

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Developer

and Connecting Transmission Owner shall supplement their information submissions
described above in this Article 24 with any and all “as-built” Large Generating Facility
information or “as-tested” performance information that differs from the initial
submissions or, alternatively, written confirmation that no such differences exist. The
Developer shall conduct tests on the Large Generating Facility as required by Good
Utility Practice such as an open circuit “step voltage” test on the Large Generating
Facility to verify proper operation of the Large Generating Facility’s automatic voltage
regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility
at synchronous speed; (2) automatic voltage regulator on and in voltage control mode;
and (3) a five percent change in Large Generating Facility terminal voltage initiated by a
change in the voltage regulators reference voltage. Developer shall provide validated test
recordings showing the responses of Large Generating Facility terminal and field
voltages. In the event that direct recordings of these voltages is impractical, recordings of
other voltages or currents that mirror the response of the Large Generating Facility’s
terminal or field voltage are acceptable if information necessary to translate these
alternate quantities to actual Large Generating Facility terminal or field voltages is
provided. Large Generating Facility testing shall be conducted and results provided to
the Connecting Transmission Owner and NYISO for each individual generating unit in a
station.

Subsequent to the Commercial Operation Date, the Developer shall provide Connecting
Transmission Owner and NYISO any information changes due to equipment
replacement, repair, or adjustment. Connecting Transmission Owner shall provide the
Developer and NYISO any information changes due to equipment replacement, repair or

60

Service Agreement No. 1702

adjustment in the directly connected substation or any adjacent Connecting Transmission Owner substation that may affect the Developer Attachment Facilities equipment ratings, protection or operating requirements. The Developer and Connecting Transmission
Owner shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

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

Party (“Requesting Party”) information that is in the possession of the Disclosing Party and is necessary in order for the Requesting Party to: (i) verify the costs incurred by the Disclosing Party for which the Requesting Party is responsible under this Agreement; and (ii) carry out its obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 of this Agreement and to enforce their rights under this Agreement.

25.2 Reporting of Non-Force Majeure Events. Each Party (the “Notifying Party”) shall

notify the other Parties when the Notifying Party becomes aware of its inability to

comply with the provisions of this Agreement for a reason other than a Force Majeure

event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information
provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this Agreement.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this

Agreement, each Party shall have the right, during normal business hours, and upon prior
reasonable notice to another Party, to audit at its own expense the other Party’s accounts
and records pertaining to the other Party’s performance or satisfaction of its obligations
under this Agreement. Such audit rights shall include audits of the other Party’s costs,
calculation of invoiced amounts, and each Party’s actions in an Emergency State. Any
audit authorized by this Article shall be performed at the offices where such accounts and
records are maintained and shall be limited to those portions of such accounts and records
that relate to the Party’s performance and satisfaction of obligations under this

Agreement. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4 of this Agreement.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records.
 Accounts and records related to the design, engineering, procurement, and

61

Service Agreement No. 1702

construction of Connecting Transmission Owner’s Attachment Facilities and

System Upgrade Facilities and System Deliverability Upgrades shall be subject to
audit for a period of twenty-four months following Connecting Transmission
Owner’s issuance of a final invoice in accordance with Article 12.2 of this
Agreement.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and
 records related to a Party’s performance or satisfaction of its obligations under
 this Agreement other than those described in Article 25.4.1 of this Agreement
 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the
 applicable audit rights period shall be twenty-four months after the auditing
 Party’s receipt of an invoice giving rise to such cost obligations; and (ii) for an
 audit relating to all other obligations, the applicable audit rights period shall be
 twenty-four months after the event for which the audit is sought.

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

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

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this Agreement shall prevent a Party from utilizing the services of

any subcontractor as it deems appropriate to perform its obligations under this

Agreement; provided, however, that each Party shall require its subcontractors to comply
with all applicable terms and conditions of this Agreement in providing such services and
each Party shall remain primarily liable to the other Parties for the performance of such
subcontractor.

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

relieve the hiring Party of any of its obligations under this Agreement. The hiring Party
shall be fully responsible to the other Parties for the acts or omissions of any
subcontractor the hiring Party hires as if no subcontract had been made; provided,
however, that in no event shall the NYISO or Connecting Transmission Owner be liable
for the actions or inactions of the Developer or its subcontractors with respect to
obligations of the Developer under Article 5 of this Agreement. Any applicable
obligation imposed by this Agreement upon the hiring Party shall be equally binding
upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in

any way by any limitation of subcontractor’s insurance.

62

Service Agreement No. 1702

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or

in connection with this Agreement or its performance (a “Dispute”), such Party shall

provide the other Parties with written notice of the Dispute (“Notice of Dispute”). Such
Dispute shall be referred to a designated senior representative of each Party for resolution
on an informal basis as promptly as practicable after receipt of the Notice of Dispute by
the other Parties. In the event the designated representatives are unable to resolve the
Dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of
the other Parties’ receipt of the Notice of Dispute, such Dispute may, upon mutual
agreement of the Parties, be submitted to arbitration and resolved in accordance with the
arbitration procedures set forth below. In the event the Parties do not agree to submit
such Dispute to arbitration, each Party may exercise whatever rights and remedies it may
have in equity or at law consistent with the terms of this Agreement.

27.2 External Arbitration Procedures. Any arbitration initiated under this Agreement shall

be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail
to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the
Dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-
member arbitration panel. In each case, the arbitrator(s) shall be knowledgeable in
electric utility matters, including electric transmission and bulk power issues, and shall
not have any current or past substantial business or financial relationships with any party
to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the
Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct
the arbitration in accordance with the Commercial Arbitration Rules of the American
Arbitration Association (“Arbitration Rules”) and any applicable FERC regulations or
RTO rules; provided, however, in the event of a conflict between the Arbitration Rules
and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall

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

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration

process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by

63

Service Agreement No. 1702

the Party to sit on the three member panel; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties.

27.5 Termination. Notwithstanding the provisions of this Article 27, any Party may

terminate this Agreement in accordance with its provisions or pursuant to an action at law or equity. The issue of whether such a termination is proper shall not be considered a
Dispute hereunder.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good

standing under the laws of the state in which it is organized, formed, or

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

28.1.2 Authority. Such Party has the right, power and authority to enter into this

Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party,
enforceable against such Party in accordance with its terms, except as the
enforceability thereof may be limited by applicable bankruptcy, insolvency,
reorganization or other similar laws affecting creditors’ rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this Agreement does
 not violate or conflict with the organizational or formation documents, or bylaws
 or operating agreement, of such Party, or any judgment, license, permit, order,
 material agreement or instrument applicable to or binding upon such Party or
 any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance
 with this Agreement will seek or obtain, each consent, approval, authorization,
 order, or acceptance by any Governmental Authority in connection with the

64

Service Agreement No. 1702

execution, delivery and performance of this Agreement, and it will provide to

any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

ARTICLE 29. MISCELLANEOUS

29.1 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding

upon and shall inure to the benefit of the successors and permitted assigns of the Parties

hereto.

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

conditions of this cover agreement and the Appendices hereto, the terms and conditions of this cover agreement shall be given precedence over the Appendices, except as
otherwise expressly agreed to in writing by the Parties.

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

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

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

accordance with Applicable Laws and Regulations, Applicable Reliability Standards, the
NYISO OATT and Good Utility Practice. To the extent a Party is required or prevented
or limited in taking any action by such regulations and standards, such Party shall not be
deemed to be in Breach of this Agreement for its compliance therewith. When any Party

65

Service Agreement No. 1702

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.

29.5 Joint and Several Obligations. Except as otherwise stated herein, the obligations of

NYISO, Developer and Connecting Transmission Owner are several, and are neither joint nor joint and several.

29.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached

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

29.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create

rights, remedies, or benefits of any character whatsoever in favor of any persons,

corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and permitted their assigns.

29.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict

performance of any provision of this Agreement will not be considered a waiver of any
obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by
either Party of its rights with respect to this Agreement shall not be deemed a continuing
waiver or a waiver with respect to any other failure to comply with any other obligation,
right, duty of this Agreement. Termination or Default of this Agreement for any reason
by the Developer shall not constitute a waiver of the Developer’s legal rights to obtain

Capacity Resource Interconnection Service and Energy Resource Interconnection Service
from the NYISO and Connecting Transmission Owner in accordance with the provisions
of the NYISO OATT. Any waiver of this Agreement shall, if requested, be provided in
writing.

29.9 Headings. The descriptive headings of the various Articles of this Agreement have been

inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

29.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts,
 each of which is deemed an original but all constitute one and the same instrument.

66

Service Agreement No. 1702

29.11 Amendment. The Parties may by mutual agreement amend this Agreement, by a written
 instrument duly executed by all three of the Parties.

29.12 Modification by the Parties. The Parties may by mutual agreement amend the

Appendices to this Agreement, by a written instrument duly executed by all three of the Parties. Such an amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.

29.13 Reservation of Rights. NYISO and Connecting Transmission Owner shall have the

right to make unilateral filings with FERC to modify this Agreement with respect to any
rates, terms and conditions, charges, classifications of service, rule or regulation under
section 205 or any other applicable provision of the Federal Power Act and FERC’s rules
and regulations thereunder, and Developer shall have the right to make a unilateral filing
with FERC to modify this Agreement pursuant to section 206 or any other applicable
provision of the Federal Power Act and FERC’s rules and regulations thereunder;
provided that each Party shall have the right to protest any such filing by another Party
and to participate fully in any proceeding before FERC in which such modifications may
be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC
under sections 205 or 206 of the Federal Power Act and FERC’s rules and regulations
thereunder, except to the extent that the Parties otherwise mutually agree as provided
herein.

29.14 No Partnership. This Agreement shall not be interpreted or construed to create an

association, joint venture, agency relationship, or partnership among the Parties or to

impose any partnership obligation or partnership liability upon any Party. No Party shall
have any right, power or authority to enter into any agreement or undertaking for, or act
on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any
other Party.

29.15 Other Transmission Rights. Notwithstanding any other provision of this Agreement,
 nothing herein shall be construed as relinquishing or foreclosing any rights, including but
 not limited to firm transmission rights, capacity rights, or transmission congestion rights
 that the Developer shall be entitled to, now or in the future under any other agreement or
 tariff as a result of, or otherwise associated with, the transmission capacity, if any, created
 by the System Upgrade Facilities and System Deliverability Upgrades.

67

Service Agreement No. 1702

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

68

Service Agreement No. 1702

Appendices

Appendix A

Attachment Facilities and System Upgrade Facilities and System Deliverability Upgrades

Appendix B

Milestones

Appendix C

Interconnection Details

Appendix D

Security Arrangements Details

Appendix E

Commercial Operation Date

Appendix F

Addresses for Delivery of Notices and Billings

Appendix G

Interconnection Requirements For a Wind Generating Plant

69

Service Agreement No. 1702

Appendix A

ATTACHMENT FACILITIES AND SYSTEM UPGRADE FACILITIES AND SYSTEM
 DELIVERABILITY UPGRADES

I. ATTACHMENT FACILITIES

A. Developer’s Attachment Facilities (“DAF”)

Developer’s Attachment Facilities include all of the facilities on the Developer side of
Point of Change of Ownership. The Developer’s Attachment Facilities will contain a 115 kV-

34.5 kV transformer, 115 kV circuit breaker, two 115 kV disconnect switches, two 34.5 kV circuit breakers, two 34.5 kV collector circuits, and the 115 kV and 34.5 kV buswork and structures necessary to interconnect the new collector substation, known as the Howard Wind Farm substation, to the substation at the Point of Interconnection. This includes the following major electrical and physical equipment:

1. One (1) three phase115 kV 2000A 40 kA SF6 Breaker;

2. Two (2) 115 kV three phase gang operated 1200A disconnect switches;

3. Three (3) 115 kV Voltage Transformers (“VT”);

4. Three (3) 115 kV arrestors;

5. One (1) 115 kV-34.5 kV 42/56/70 MVA wye grounded HV / wye grounded
 LV / embedded delta tertiary 8.1% X @42 MVA transformer;

6. One (1) 34.5 kV 2000 A three phase gang operated transformer disconnect
 switch;

7. Two (2) 34.5 kV 1200 A 25 kA vacuum breakers

8. One (1) 19.9 kV - 120 volt single phase station service transformer;

9. Various 34.5 kV equipment (switches, arrestors, CTs, VTs, etc.);

10. 115 and 34.5 kV buswork and structures;

11. Control House with relaying panels for metering, control, and communication;

12. Conduit and trench;

13. Control cabling;

A-1

Service Agreement No. 1702

14. Grounding materials; and

15. Fencing.

B. Connecting Transmission Owner’s Attachment Facilities

The Connecting Transmission Owner’s Attachment Facilities include all facilities

between the Point of Change of Ownership and the Point of Interconnection. The Connecting

Transmission Owner’s Attachment Facilities will contain the revenue metering units, one (1) 115
kV disconnect switch and the necessary 115 kV bus work and structures to connect the new
Point of Interconnection substation, known as the Spencer Hill Substation, with the Developer’s
Attachment Facilities. This includes the following major electrical and physical equipment:

1. Three (3) 115 kV, 1200A, TPST, vert. brk. w/arc. horns disconnect switches

2. Three (3) Meter Combo Units CT/VT 115kV, 600/300:5 MA;

3. Grounding materials;

4. Conduit and trench;

5. Control cabling;

6. 115 kV Bus work; and

7. 115 kV Structures.

The Connecting Transmission Owner’s Attachment Facilities shall be designed,

procured, and constructed by the Developer. The Connecting Transmission Owner shall perform design reviews, construction supervision, and testing of the Connecting Transmission Owner’s Attachment Facilities.

II. SYSTEM UPGRADE FACILITIES

A. Stand Alone System Upgrade Facilities at the Point of Interconnection

A new 3-breaker-ring, 115 kV substation at the Point of Interconnection, known as the Spencer Hill Substation, will be constructed adjacent to the collecting station and will be
connected to the NYSEG 953 line.

The Stand Alone System Upgrade Facilities shall be designed, procured, and constructed by the Developer. The Connecting Transmission Owner shall perform design reviews,
construction supervision, and testing of the Stand Alone System Upgrade Facilities.

1. Three (3) 121 kV, 2000A, 40kA SF6 breakers;

2. Nine (9) 115 kV, 1200A, TPST, vert. brk. w/arc. horns disconnect switches;

A-2

Service Agreement No. 1702

3. Nine (9) 115 kV, 400VA relay accy, Coupling Capacitor Voltage
 Transformers (“CCVT”);

4. Six (6) 115 kV arrestors;

5. One (1) 115 kV/240v, 120v, 1 Phase station service transformer;

6. Control House with relaying panels for metering, control, and communication;

7. Conduit and trench;

8. Control cabling;

9. Grounding materials;

10. 115 kV Bus work;

11. 115 kV Structures; and

12. Fencing.

B. Other System Upgrade Facilities

1. 115 kV Transmission Work at the Point of Interconnection

The Connecting Transmission Owner will engineer the Point of Interconnection Line 953 Tap Work which includes reconfiguring the 115 kV transmission line for connecting the new Spencer Hill Substation.

2. Protection SUF at Bennett Substation

The Connecting Transmission Owner will replace the existing 953 line relaying and

install second set of current transformers on Breaker 95362. These system upgrades include the installation of two groups of line relays with addition of a new panel and the installation of
current transformers.

a. Developer to perform the following work at the Bennett

Substation:

• Engineer and procure the relay switchboard panels.

• Engineer and procure the installation of (3) CT’s

• Engineer and procure all control cables.

• Engineer, all in-ground. This includes all foundations, as well as
 conduits, trench, and grounding.

A-3

Service Agreement No. 1702

b. Connecting Transmission Owner will perform the following work

at the Bennett Substation:

• Procure and construct, all in-ground. This includes all foundations,
 as well as conduits, trench, and grounding.

• Install and terminate control cables at the substation equipment and
 at the control house termination cabinet.

• Install and wire new (3) CT’s.

• Install relay switchboard panels at Bennett Substation.

3. Protection SUF at Bath Substation

a. Developer will perform the following work at the Bath Substation:

• Engineer and procure the relay switchboard panels.

• Engineer and procure all control cables.

• Engineer, all in-ground. This includes all foundations, as
 well as conduits, trench, and grounding.

b. Connecting Transmission Owner to perform the following work at

the Bath Substation:

• Replace the existing 953 line relaying and install two
 groups of line relays with addition of a new panel.

• Procure and construct, all in-ground. This includes all
 foundations, as well as conduits, trench, and grounding.

• Install and terminate control cables at the substation

equipment and at the control house termination cabinet.

• Install relay switchboard panels at Bath Substation.

C. Cost Estimates

Description Installation Cost

Connecting Transmission Owner Attachment Facilities $258,930.72

System Upgrade Facilities at Point of Interconnection $5,299,894.00

115 kV Transmission Work at the Point of Interconnection $200,000.00

Protection SUF at Bennett Substation $517,482.00

Protection SUF at Bath Substation $295,395.00

Total $6,312,771.72

A-4

Service Agreement No. 1702

III. SYSTEM DELIVERABILITY UPGRADES

None.

IV. OPERATIONS AND MAINTENANCE

Pursuant to Section 10.5 of this Agreement, Developer shall pay the reasonable expenses (including overheads) for the operation, maintenance, repair and replacement of Connecting Transmission Owner’s Attachment Facilities.

The Developer shall pay such O&M Expenses under the procedure described below:

A. Annual Actual O&M Payment

The Developer shall pay for all reasonable and verifiable O&M Expenses incurred by Connecting Transmission Owner, which expenses shall be billed by Connecting Transmission Owner annually as accumulated during the year for which they were incurred.

B. O&M Expenses

O&M Expenses shall include (but are not limited to):

• Operation & Maintenance

• Equipment Replacement

• Administrative & General

• Applicable Property and Other Taxes

C. O&M Payment

Developer shall pay all O&M Expenses associated with the operation, maintenance,
repair and replacement of the Connecting Transmission Owner’s Attachment Facilities.

Any incremental property tax payment resulting from the addition of the Connecting

Transmission Owner's Attachment Facilities will be the responsibility of the Developer and paid
annually. A property tax assessment before and after construction of the Connecting
Transmission Owner’s Attachment Facilities will be determined and submitted to the Developer
for review.

Developer shall pay the actual incremental property tax liability incurred by the Connecting Transmission Owner resulting from the property assessment of Connecting Transmission Owner’s Attachment Facilities dedicated to the project.

All payments due to be made by the Developer shall be made within thirty (30) days after

receiving an invoice from the Connecting Transmission Owner, which invoice shall be issued after the end of each calendar year for the most recent calendar year.

A-5

Service Agreement No. 1702

Figure A-1

A-6

Service Agreement No. 1702

Appendix B

Milestones

I. SELECTED OPTION PURSUANT TO ARTICLE 5.1

The selected option under Article 5.1 of this Interconnection Agreement is the “Option to
Build” except for Connecting Transmission Owner’s engineering, procurement and construction
obligations which shall be performed in accordance with the “Standard Option.” The Parties
have agreed to the division of responsibility and scope as described in Sections I.B and II.A of
Appendix A.

II. MILESTONES

MILESTONE DATE RESPONSIBLE

PARTY

POI Substation

Conceptual Package and Equipment March 8, 2011 Developer submitted

Specifications to Connecting Transmission

Owner

Connecting Transmission Owner Approval of April 2, 2011 Connecting

Major Equipment Specifications/Conceptual Transmission Owner

Package

Begin Substation Construction

Substation In-Ground Package to Connecting Transmission Owner

Substation Site/Grading Work Substation Above-Ground Package to Connecting Transmission Owner

SP&C Package 1 to Connecting Transmission Owner

Issue SP&C Package 1 for Construction

SP&C Package 2 to Connecting Transmission Owner

Issue SP&C Package 2 for Construction

SP&C Package 3 to Connecting Transmission Owner

Major Substation Equipment Installation Control House Installation

Substation Construction Complete
Complete Facility Testing/Commissioning

April 1, 2011
April 9, 2011

April 26, 2011
April 16, 2011

April 16, 2011
 May 6, 2011

May 10, 2011
May 30, 2011

June 1, 2011

May 24,2011
 June 15, 2011
 August 30, 2011
September 28, 2011

Developer
Developer

Developer
Connecting

Transmission Owner
 Developer

Connecting

Transmission Owner
 Developer

Connecting

Transmission Owner
 Developer

Developer
 Developer
 Developer
Connecting

B-1

Service Agreement No. 1702

Transmission Owner

115kV POI Line Tap

Engineer POI Line 953 Tap Work 115kV tie in poles/equipment/materials Deliver and dress new 115kV structures Set 2 new 115kV pole structures

Cut and dead end OH cables onto new poles

Install OH circuits from new poles to substation

Bath Substation

Developer Obtain Connecting Transmission Owner design data package

Purchase materials/equipment

In-Ground Package Complete
Above Ground Package Complete SP&C Package #1 Complete
SP&C Package #2 Complete
SP&C Package #3 Complete
Construction Complete

Testing and Commissioning

Bennett Substation

Developer Obtain Connecting Transmission Owner design data package

Purchase materials/equipment

In-Ground Package Complete
Above Ground Package Complete SP&C Package #1 Complete
SP&C Package #2 Complete
SP&C Package #3 Complete
Construction Complete

Testing and Commissioning

May 03, 2011 Connecting

Transmission Owner

May 31, 2011 Connecting

Transmission Owner

August 09, 2011 Connecting

Transmission Owner

September 20, 2011 Connecting

Transmission Owner

October 20, 2011 Connecting

Transmission Owner

October 20, 2011 Connecting

Transmission Owner

Connecting

April 19, 2011 Transmission Owner

June 11, 2011 Developer/

Connecting

Transmission Owner

May 14, 2011 Developer

June 18, 2011 Developer

May 21, 2011 Developer

June 25, 2011 Developer

July 7, 2011 Developer

September 17, 2011 Developer/

Connecting

Transmission Owner

October 1, 2011 Connecting

Transmission Owner

Connecting

April 19, 2011 Transmission Owner

June 11, 2011 Developer/

Connecting

Transmission Owner

May 14, 2011 Developer

June 18, 2011 Developer

May 21, 2011 Developer

June 25, 2011 Developer

July 7, 2011 Developer

September 17, 2011 Developer/

Connecting

Transmission Owner
October 1, 2011 Connecting

B-2

Service Agreement No. 1702

Transmission Owner

™ In-Service Date October 18, 2011 Developer/

Connecting

Transmission Owner

™ Initial Synchronization Date October 25, 2011 Developer/

Connecting

Transmission Owner

™ Commercial Operation Date October 25, 2011 Developer/

Connecting

Transmission Owner

B-3

Service Agreement No. 1702

Appendix C

Interconnection Details

Description of Large Generating Facility including Point of Interconnection

The Large Generating Facility is a 62.5 MW wind power plant that will consist of 25, 2.5
MW Clipper N90 double-fed asynchronous generators. Each of the 25 units have the capability
to operate (at each generator terminal) in the range of 0.95 leading and 0.95 lagging. This gives
the entire generating facility an operating range from +20.5 MVAR to -20.5 MVAR (sum of unit
capabilities). The Large Generating Facility will connect to NYSEG’s Bath - Bennett 115 kV
line #953 approximately 5 miles from Bennett Substation. The Point of Interconnection is

identified on Figure A-1 in Appendix A. The Point of Change of Ownership shall be the three
terminals of the three (3) Current Transformer/Voltage Transformer (“CT/VT”) metering units
that will be located physically between the Generator Disconnect Switch (B1-05) located in the
Howard Wind Farm Substation and the NYSEG disconnect switch (B1-06) located in the
Spencer Hill Substation as identified in Figure A-1 in Appendix A. The substation will contain a
115 kV-34.5 kV 42/56/70 MVA 8.1% Z @ 42 MVA transformer to serve two 34.5 kV collector
circuits. One of the collector circuits will connect to 15 wind turbines; the other will connect to

10 wind turbines. Each turbine will be connected to the 34.5 kV system through a 34.5 kV (delta) - 690 v (grounded wye) 2750 kVA 5.75% Z transformer.

Developer Operating Requirements

The Developer must comply with the Connecting Transmission Owner’s operating

instructions and requirements including but not limited to Connecting Transmission Owner’s
Operation Coordination Agreement, as it may change from time to time. The Developer must
comply with all applicable NYISO tariffs and procedures, as amended from time to time.

The post-transition period LVRT standard, as set forth in Appendix G, is applicable to the Developer’s Large Generating Facility.

For purposes of compliance with Appendix G, the Connecting Transmission Owner has determined that the Developer shall maintain the Large Generating Facility in service during a three-phase fault for nine (9) cycles.

C-1

Appendix D

Security Arrangements Details

Infrastructure security of New York State Transmission System equipment and

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

D-1

Service Agreement No. 1702

Appendix E

Commercial Operation Date

[Date]

New York Independent System Operator, Inc. Attn: Vice President, Operations

3890 Carman Road

Schenectady, NY 12303

New York State Electric & Gas Corporation Attn: Manager - Programs/Projects
Electric Transmission Services

18 Link Drive

Binghamton, NY 13902-5224

Re: \_\_\_\_\_\_\_\_\_\_\_\_\_ Large Generating Facility

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

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

Thank you.

[Signature]

[Developer Representative]

E-1

Service Agreement No. 1702

Appendix F

Addresses for Delivery of Notices and Billings

Notices:

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.

Attn: Henry Chao

Vice President, System and Resource Planning

10 Krey Boulevard

Rensselaer, NY 12144
Phone: (518) 356-6000

Fax: (518) 356-6118

After commercial operation of the Large Generating Facility

New York Independent System Operator, Inc. Attn: Vice President, Operations

3890 Carman Road

Schenectady, NY 12303
Phone: (518) 356-6000

Fax: (518) 356-6118

Connecting Transmission Owner:

New York State Electric & Gas Corporation Attn: Manager - Programs/Projects
Electric Transmission Services

18 Link Drive

Binghamton, NY 13902-5224 Phone: (607) 762-7606

Fax: (607) 762-8666

Developer:

Howard Wind LLC

c/o EverPower Wind Holdings Inc. Attn: Andrew Golembeski

44 East 30th Street, 10th Floor
New York, NY 10016
Phone: (212) 647-8111

F-1

Service Agreement No. 1702

Billings and Payments:

Connecting Transmission Owner:

New York State Electric & Gas Corporation Attn: Manager - Programs/Projects
Electric Transmission Services

18 Link Drive

Binghamton, NY 13902-5224 Phone: (607) 762-7606

Fax: (607) 762-8666

Developer:

Howard Wind LLC

c/o EverPower Wind Holdings Inc. Attn: Andrew Golembeski

44 East 30th Street, 10th Floor
New York, NY 10016
Phone (212) 647-8111

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

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.

Attn: Henry Chao

Vice President, System and Resource Planning

10 Krey Boulevard

Rensselaer, NY 12144
Phone: (518) 356-6000

Fax: (518) 356-6118

After commercial operation of the Large Generating Facility

New York Independent System Operator, Inc. Attn: Vice President, Operations

3890 Carman Road

Schenectady, NY 12303
Phone: (518) 356-6000

Fax: (518) 356-6118

F-2

Service Agreement No. 1702

Connecting Transmission Owner:

New York State Electric & Gas Corporation Attn: Manager - Programs/Projects
Electric Transmission Services

18 Link Drive

Binghamton, NY 13902-5224 Phone: (607) 762-7606

Fax: (607) 762-8666

Developer:

Howard Wind LLC

c/o EverPower Wind Holdings Inc. Attn: Andrew Golembeski

44 East 30th Street, 10th Floor
New York, NY 10016
Phone: (212) 647-8111

F-3

Service Agreement No. 1702

Appendix G

Interconnection Requirements for a Wind Generating Plant

Appendix G sets forth requirements and provisions specific to a wind generating plant.

All other requirements of this LGIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

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

Transition Period LVRT Standard

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

1. Wind generating plants are required to remain in-service during three-phase faults with

normal clearing (which is a time period of approximately 4 - 9 cycles) and single line to
ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault
voltage unless clearing the fault effectively disconnects the generator from the system.
The clearing time requirement for a three-phase fault will be specific to the wind
generating plant substation location, as determined by and documented by the Connecting

G-1

Service Agreement No. 1702

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

2. This requirement does not apply to faults that would occur between the wind generator

terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

3. Wind generating plants may be tripped after the fault period if this action is intended as

part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the

performance of the generators or by installing additional equipment (e.g., Static VAr Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the network

at the same location at the effective date of the Appendix G LVRT

Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

G-2

Service Agreement No. 1702

Post-transition Period LVRT Standard

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

1. Wind generating plants are required to remain in-service during three-phase faults with

normal clearing (which is a time period of approximately 4 - 9 cycles) and single line to
 ground faults with delayed clearing, and subsequent post-fault voltage recovery to
 prefault voltage unless clearing the fault effectively disconnects the generator from the
 system. The clearing time requirement for a three-phase fault will be specific to the wind
 generating plant substation location, as determined by and documented by the Connecting
 Transmission Owner for the Transmission District to which the wind generating plant
 will be interconnected. The maximum clearing time the wind generating plant shall be
 required to withstand for a three-phase fault shall be 9 cycles after which, if the fault
 remains following the location-specific normal clearing time for three-phase faults, the
 wind generating plant may disconnect from the transmission system. A wind generating
 plant shall remain interconnected during such a fault on the transmission system for a
 voltage level as low as zero volts, as measured at the high voltage side of the wind GSU. 2. This requirement does not apply to faults that would occur between the wind generator
 terminals and the high side of the GSU.

3. Wind generating plants may be tripped after the fault period if this action is intended as

part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the

performance of the generators or by installing additional equipment (e.g., Static VAr

G-3

Service Agreement No. 1702

Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the network

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

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to

0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the ISO’s

System Reliability Impact Study shows that such a requirement is necessary to ensure safety or reliability.

The power factor range standards can be met using, for example without limitation,
power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if
agreed to by the Connecting Transmission Owner for the Transmission District to which the wind generating plant will be interconnected, or a combination of the two. The Developer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Reliability Impact Study shows this to be required for system safety or reliability.

G-4

Service Agreement No. 1702

iii. Supervisory Control and Data Acquisition (SCADA) Capability

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

G-5