SERVICE AGREEMENT NO. 2847

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INTERCONNECTION AGREEMENT
 AMONG THE

NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.
 AND

LONG ISLAND LIGHTING COMPANY
 D/B/A LIPA

AND

YAPHANK ENERGY STORAGE, LLC
 Dated as of May 31, 2024

(Yaphank Energy Storage Project)

SERVICE AGREEMENT NO. 2847

TABLE OF CONTENTS

Page Number

ARTICLE 1. DEFINITIONS 1

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION 10

2.1 Effective Date 10

2.2 Term of Agreement 11

2.3 Termination 11

2.4 Termination Costs 11

2.5 Disconnection 12

2.6 Survival 12

ARTICLE 3. REGULATORY FILINGS 12

ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE 13

4.1 Provision of Service 13

4.2 No Transmission Delivery Service 13

4.3 No Other Services 13

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT,

AND CONSTRUCTION 14

5.1 Options 14

5.2 General Conditions Applicable to Option to Build 15

5.3 Liquidated Damages 17

5.4 Power System Stabilizers 18

5.5 Equipment Procurement 18

5.6 Construction Commencement 19

5.7 Work Progress 19

5.8 Information Exchange 19

5.9 Other Interconnection Options 20

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

5.11 Connecting Transmission Owner’s Attachment Facilities Construction 22

5.12 Access Rights 22

5.13 Lands of Other Property Owners 22

5.14 Permits 23

5.15 Early Construction of Base Case Facilities 23

5.16 Suspension 23

5.17 Reserved 24

5.18 Tax Status; Non-Jurisdictional Entities 24

5.19 Modification 24

ARTICLE 6. TESTING AND INSPECTION 25

6.1 Pre-Commercial Operation Date Testing and Modifications 25

6.2 Post-Commercial Operation Date Testing and Modifications 26

6.3 Right to Observe Testing 26

6.4 Right to Inspect 26

ARTICLE 7. METERING 26

7.1 General 26

7.2 Check Meters 27

SERVICE AGREEMENT NO. 2847

7.3 Standards 27

7.4 Testing of Metering Equipment 27

7.5 Metering Data 28

ARTICLE 8. COMMUNICATIONS 28

8.1 Developer Obligations 28

8.2 Remote Terminal Unit 28

8.3 No Annexation 29

ARTICLE 9. OPERATIONS 29

9.1 General 29

9.2 NYISO and Connecting Transmission Owner Obligations 29

9.3 Developer Obligations 29

9.4 Start-Up and Synchronization 29

9.5 Real and Reactive Power Control and Primary Frequency Response 30

9.6 Outages and Interruptions 34

9.7 Switching and Tagging Rules 38

9.8 Use of Attachment Facilities by Third Parties 38

9.9 Disturbance Analysis Data Exchange 38

9.10 Reserved 39

ARTICLE 10. MAINTENANCE 39

10.1 Connecting Transmission Owner Obligations 39

10.2 Developer Obligations 39

10.3 Coordination 39

10.4 Secondary Systems 39

10.5 Operating and Maintenance Expenses 39

ARTICLE 11. PERFORMANCE OBLIGATION 40

11.1 Developer’s Attachment Facilities 40

11.2 Connecting Transmission Owner’s Attachment Facilities 40

11.3 System Upgrade Facilities and System Deliverability Upgrades 40

11.4 Special Provisions for Affected Systems 40

11.5 Provision of Security 40

11.6 Developer Compensation for Emergency Services 41

11.7 Line Outage Costs 41

ARTICLE 12. INVOICE 41

12.1 General 41

12.2 Final Invoice 41

12.3 Payment 42

12.4 Disputes 42

ARTICLE 13. EMERGENCIES 42

13.1 Obligations 42

13.2 Notice 42

13.3 Immediate Action 43

13.4 NYISO and Connecting Transmission Owner Authority 43

13.5 Developer Authority 44

13.6 Limited Liability 44

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW 44

SERVICE AGREEMENT NO. 2847

14.1 Regulatory Requirements 44

14.2 Governing Law 44

ARTICLE 15. NOTICES 45

15.1 General 45

15.2 Billings and Payments 45

15.3 Alternative Forms of Notice 45

15.4 Operations and Maintenance Notice 45

ARTICLE 16. FORCE MAJEURE 45

ARTICLE 17. DEFAULT 46

17.1 General 46

17.2 Right to Terminate 46

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE 46

18.1 Indemnity 46

18.2 No Consequential Damages 48

18.3 Insurance 48

ARTICLE 19. ASSIGNMENT 50

ARTICLE 20. SEVERABILITY 51

ARTICLE 21. COMPARABILITY 51

ARTICLE 22. CONFIDENTIALITY 51

22.1 Confidentiality 51

22.2 Term 51

22.3 Confidential Information 52

22.4 Scope 52

22.5 Release of Confidential Information 52

22.6 Rights 52

22.7 No Warranties 53

22.8 Standard of Care 53

22.9 Order of Disclosure 53

22.10 Termination of Agreement 53

22.11 Remedies 53

22.12 Disclosure to FERC, its Staff, or a State 54

22.13 Required Notices Upon Requests or Demands for Confidential Information . 54

ARTICLE 23. DEVELOPER AND CONNECTING TRANSMISSION OWNER NOTICES OF

ENVIRONMENTAL RELEASES 55

ARTICLE 24. INFORMATION REQUIREMENT 55

24.1 Information Acquisition 55

24.2 Information Submission by Connecting Transmission Owner 55

24.3 Updated Information Submission by Developer 55

24.4 Information Supplementation 56

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS 57

25.1 Information Access 57

25.2 Reporting of Non-Force Majeure Events 57

25.3 Audit Rights 57

25.4 Audit Rights Periods 57

25.5 Audit Results 58

SERVICE AGREEMENT NO. 2847

ARTICLE 26. SUBCONTRACTORS 58

26.1 General 58

26.2 Responsibility of Principal 58

26.3 No Limitation by Insurance 58

ARTICLE 27. DISPUTES 58

27.1 Submission 58

27.2 External Arbitration Procedures 59

27.3 Arbitration Decisions 59

27.4 Costs 59

27.5 Termination 60

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS 60

28.1 General 60

ARTICLE 29. MISCELLANEOUS 61

29.1 Binding Effect 61

29.2 Conflicts 61

29.3 Rules of Interpretation 61

29.4 Compliance 61

29.5 Joint and Several Obligations 62

29.6 Entire Agreement 62

29.7 No Third Party Beneficiaries 62

29.8 Waiver 62

29.9 Headings 62

29.10 Multiple Counterparts 62

29.11 Amendment 63

29.12 Modification by the Parties 63

29.13 Reservation of Rights 63

29.14 No Partnership 63

29.15 Other Transmission Rights 63

29.16 Modifications Related to NYISO’s Compliance with Order No. 2023 63

Appendices

SERVICE AGREEMENT NO. 2847

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT
(“Agreement”) is made and entered into this 31st day of May, 2024, by and among Yaphank
Energy Storage, LLC, a LLC organized and existing under the laws of the State of Delaware
(“Developer” with a Large Generating Facility), the New York Independent System Operator,
Inc., a not-for-profit corporation organized and existing under the laws of the State of New York
(“NYISO”), and Long Island Lighting Company d/b/a LIPA, a subsidiary of the Long Island
Power Authority (“Authority”), which is an instrumentality and political subdivision 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.” The Parties are the only parties to this Agreement. Long Island Electric Utility Servco
LLC (“Servco”) is not a party to this Agreement and is executing and administering this
Agreement on behalf of LIPA as LIPA’s agent. Connecting Transmission Owner shall have full
liability for the obligations of the Connecting Transmission Owner and Servco shall have no
liability with respect to this Agreement.

RECITALS

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

WHEREAS, Connecting Transmission Owner is a non-jurisdictional utility pursuant to Section 201(f) of the Federal Power Act whose facilities are included in the New York State
Transmission System as Transmission Facilities Requiring ISO Notification; 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 1 of the ISO OATT, Section 30.1 of Attachment X of the ISO OATT, Section 25.1.2 of Attachment S of the ISO
OATT, the body of the LFIP or the body of this Agreement.

1

SERVICE AGREEMENT NO. 2847

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.

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, System Upgrade Facilities, or
Network Upgrade Facilities are or will be installed pursuant to Attachment P, Attachment X, Attachment Z, or Attachment S to the ISO OATT.

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

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 NERO, 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

2

SERVICE AGREEMENT NO. 2847

Upgrade Facilities, Distribution Upgrades, System Upgrade Facilities or System Deliverability Upgrades.

Balancing Authority shall mean an entity that integrates resource plans ahead of time, maintains demand and resource balance within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority
maintains load-resource balance within this area.

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 Standard 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 four subsets of the Installed Capacity statewide markets
comprised of (1) Rest of State (i.e., Load Zones A through F); (2) Lower Hudson Valley (i.e.,
Load Zones G, H and I); (3) New York City (i.e., Load Zone J); and (4) Long Island (i.e., Load
Zone K) , except for Class Year Interconnection Facility Studies conducted prior to Class Year
2012, for which “Capacity Region” shall be defined as set forth in Section 25.7.3 of Attachment
S to the ISO OATT.

Capacity Resource Interconnection Service (“CRIS”) shall mean the service provided by

NYISO to Developers that satisfy the NYISO Deliverability Interconnection Standard or that are
otherwise eligible to receive CRIS in accordance with Attachment S to the ISO OATT; such
service being one of the eligibility requirements for participation as a NYISO Installed Capacity
Supplier.

Class Year Deliverability Study shall mean an assessment, conducted by the NYISO staff in
cooperation with Market Participants, to determine whether System Deliverability Upgrades are
required for Class Year CRIS Projects under the NYISO Deliverability Interconnection Standard.

3

SERVICE AGREEMENT NO. 2847

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, notice of which must be provided to the NYISO in the form of Appendix E-2 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 or Distribution System at the Point of Interconnection, and (iii) is a Party to this 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, System Upgrade Facilities, or System Deliverability Upgrades.

Contingent Facilities shall mean those Attachment Facilities and System Upgrade Facilities and/or System Deliverability Upgrades associated with Class Year Projects upon which the Large Facility’s Class Year Project Cost Allocations are dependent, and if delayed or not built, could impact the actual costs and timing of the Large Facility’s Project Cost Allocation for System Upgrade Facilities or System Deliverability Upgrades.

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.

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.

Distribution System shall mean the Connecting Transmission Owner’s facilities and equipment used to distribute electricity that are subject to FERC jurisdiction, and are subject to the

4

SERVICE AGREEMENT NO. 2847

NYISO’s Large Facility Interconnection Procedures in Attachment X to the ISO OATT or Small
Generator Interconnection Procedures in Attachment Z to the ISO OATT under FERC Order
Nos. 2003 and/or 2006. The term Distribution System shall not include LIPA’s distribution
facilities.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Connecting
Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate
interconnection of a Large Facility or Small Generating Facility and render the transmission
service necessary to affect the Developer’s wholesale sale of electricity in interstate commerce.
Distribution Upgrades do not include Attachment Facilities, System Upgrade Facilities, or
System Deliverability Upgrades. Distribution Upgrades are sole use facilities and shall not
include Stand Alone System Upgrade Facilities, System Upgrade Facilities, or System
Deliverability Upgrades.

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.

Electric Reliability Organization (“ERO”) shall mean the North American Electric Reliability Corporation or its successor organization.

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 or to the Distribution 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 ISO
OATT.

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

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.

5

SERVICE AGREEMENT NO. 2847

Generating Facility shall mean Developer’s device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the
Developer’s Attachment Facilities or Distribution Upgrades.

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,” “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, 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 that define the interface is shifted to the
aggregate of generation in zones or systems adjacent to the downstream zone or zones that 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.

6

SERVICE AGREEMENT NO. 2847

Initial Synchronization Date shall mean the date upon which the Large Generating Facility is initially synchronized and upon which Trial Operation begins, notice of which must be provided to the NYISO in the form of Appendix E-1.

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, Distribution Upgrades, 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 or with the Distribution System. The scope of
the study is defined in Section 30.8 of the Standard Large Facility Interconnection Procedures.

Interconnection Facilities Study Agreement (“Class Year Study Agreement”) shall mean the form of agreement contained in Appendix 2 of the Standard Large Facility Interconnection
Procedures for conducting the Interconnection Facilities 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
the Distribution System, or to materially 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 or with the Distribution System.

Interconnection Study shall mean any of the following studies: the Optional 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 Standard 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, Distribution Upgrades and System Upgrade Facilities are
needed for the proposed Large Generating Facility of the Developer to connect reliably to the
New York State Transmission System or to the Distribution System in a manner that meets the
NYISO Minimum Interconnection Standard in Attachment X to the ISO OATT.

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.

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.

7

SERVICE AGREEMENT NO. 2847

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.

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.

NYISO Deliverability Interconnection Standard - The standard that must be met, unless

otherwise provided for by Attachment S to the ISO OATT, by (i) any generation facility larger

than 2MW in order for that facility to obtain CRIS; (ii) any Class Year Transmission Project; (iii) any entity requesting External CRIS Rights, and (iv) any entity requesting a CRIS transfer
pursuant to Section 25.9.5 of Attachment S to the ISO OATT. To meet the NYISO
Deliverability Interconnection Standard, the Developer must, in accordance with the rules in
Attachment S to the ISO OATT, fund or commit to fund any System Deliverability Upgrades identified for its project in the Class Year Deliverability Study.

NYISO Minimum Interconnection Standard - The reliability standard that must be met by
any generation facility or Class Year Transmission Project that is subject to NYISO’s Large
Facility Interconnection Procedures in Attachment X to the ISO OATT or the NYISO’s Small
Generator Interconnection Procedures in Attachment Z, that is proposing to connect to the New
York State Transmission System or Distribution System, to obtain ERIS. The Minimum
Interconnection Standard is designed to ensure reliable access by the proposed project to the
New York State Transmission System or to the Distribution System. The Minimum
Interconnection Standard does not impose any deliverability test or deliverability requirement on
the proposed interconnection.

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

Other Interfaces shall mean the following interfaces into Capacity Regions: Lower Hudson

Valley [i.e., Rest of State (Load Zones A-F) to Lower Hudson Valley (Load Zones G, H and I)]; New York City [i.e., Lower Hudson Valley (Load Zones G, H and I) to New York City (Load Zone J)]; and Long Island [i.e., Lower Hudson Valley (Load Zones G, H and I) to Long Island (Load Zone K)], and the following Interfaces between the NYCA and adjacent Control Areas: PJM to NYISO, ISO-NE to NYISO, Hydro-Quebec to NYISO, and Norwalk Harbor
(Connecticut) to Northport (Long Island) Cable.

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

8

SERVICE AGREEMENT NO. 2847

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 or to the Distribution System.

Provisional Interconnection Service shall mean interconnection service provided by the ISO associated with interconnecting the Developer’s Large Facility to the New York State
Transmission System (or Distribution System as applicable) and enabling the transmission
system to receive electric energy from the Large Facility at the Point of Interconnection,
pursuant to the terms of the Provisional Large Facility Interconnection Agreement and, if
applicable, the ISO OATT.

Provisional Large Facility Interconnection Agreement shall mean the interconnection

agreement for Provisional Interconnection Service established between the ISO, Connecting
Transmission Owner(s) and the Developer. This agreement shall take the form of the Large
Generator Interconnection Agreement, modified for provisional purposes and type of facility.

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.

Retired: A Generator that has permanently ceased operating on or after May 1, 2015 either: i) pursuant to applicable notice; or ii) as a result of the expiration of its Mothball Outage or its ICAP Ineligible Forced Outage.

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.

Stand Alone System Upgrade Facilities shall mean System Upgrade Facilities that are not part
of an Affected System 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. If NYISO, the
Connecting Transmission Owner and the Developer disagree about whether a particular System
Upgrade Facility is a Stand Alone System Upgrade Facility, NYISO and the Connecting
Transmission Owner must provide the Developer a written technical explanation outlining why
NYISO and the Connecting Transmission Owner does not consider the System Upgrade Facility
to be a Stand Alone System Upgrade Facility within fifteen (15) Business Days of its
determination.

Standard Large Facility Interconnection Procedures (“Large Facility Interconnection Procedures” or “LFIP”) shall mean the interconnection procedures applicable to an

9

SERVICE AGREEMENT NO. 2847

Interconnection Request pertaining to a Large Generating Facility that are included in Attachment X of the ISO OATT.

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

Agreement, which is the form of interconnection agreement applicable to an Interconnection

Request pertaining to a Large Generating Facility, that is included in Appendix 4 to Attachment X of the ISO 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 and Distribution 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.

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 shall promptly file this Agreement with FERC upon execution in accordance with Article 3.

10

SERVICE AGREEMENT NO. 2847

2.2 Term of Agreement.

Subject to the provisions of Article 2.3, this Agreement shall remain in effect for a period of twenty (20) years from the Effective Date 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 notifying FERC after the Large Generating Facility is Retired.

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 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

11

SERVICE AGREEMENT NO. 2847

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 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

NYISO and Connecting Transmission Owner shall file this Agreement (and any

amendment hereto) with the appropriate Governmental Authority, if required. In the case of any
such filing of the Agreement or an executed amendment hereto before FERC, the NYISO will
make such filing pursuant to its right under Section 205 of the Federal Power Act, with LIPA
joining in such filing as a non-jurisdictional entity. Any information related to studies for

12

SERVICE AGREEMENT NO. 2847

interconnection asserted by Developer to contain Confidential Information shall be treated in
accordance with Article 22 of this Agreement and Attachment F to the ISO 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. Any filing of
this Agreement, notice of termination, or other filing made to FERC pursuant to this Agreement
shall not be construed to be a waiver of the status of the Authority and its operating subsidiary
LIPA, as a non-jurisdictional utility pursuant to Section 201(f) of the Federal Power Act.

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 ISO 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 ISO 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 ISO OATT.

4.3 No Other Services.

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

provide Energy, any Ancillary Services or Installed Capacity under the NYISO Market

Administration and Control Area Services Tariff (“Services Tariff”). If Developer wishes to

supply Energy, Installed Capacity or Ancillary Services, then Developer will make application to do so in accordance with the NYISO Services Tariff.

13

SERVICE AGREEMENT NO. 2847

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 the Standard Option or Alternate Option set forth below, and such
dates and selected option shall be set forth in Appendix B hereto. At the same time, Developer
shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by the Developer are not acceptable to the Connecting Transmission Owner, the Connecting Transmission Owner shall so notify the Developer within thirty (30) Calendar
Days. Upon receipt of the notification that Developer’s designated dates are not acceptable to
the Connecting Transmission Owner, the Developer shall notify the Connecting Transmission
Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

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 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

14

SERVICE AGREEMENT NO. 2847

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.

Individual or multiple Developer(s) 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, if
the requirements in this Article 5.1.3 are met. When multiple Developers exercise this option,
multiple Developers may agree to exercise this option provided (1) all Connecting Transmission
Owner’s Facilities and Stand Alone System Upgrade Facilities constructed under this option are
only required for Developers participating in the same Class Year Study and (2) all impacted
Developers execute and provide to the NYISO and Connecting Transmission Owner an
agreement regarding responsibilities and payment for the construction of the Connecting
Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities
planned to be built under this option. NYISO, Connecting Transmission Owner, and the
individual Developer or each of the multiple Developers 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 dates designated by Developer are not acceptable to the Connecting Transmission
Owner, 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 all facilities other than the
Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade
Facilities if the Developer elects to exercise the Option to Build under Article 5.1.3. If the two
Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article

5.1.1 (Standard Option), Connecting Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than the Connecting Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities if the Developer elects to exercise the Option to Build.

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, the following conditions apply:

5.2.1 Developer shall engineer, procure equipment, and construct the Connecting
Transmission Owner’s Attachment Facilities and Stand Alone System Upgrade Facilities (or

15

SERVICE AGREEMENT NO. 2847

portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Connecting Transmission Owner;

5.2.2 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;

5.2.3 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;

5.2.4 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;

5.2.5 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;

5.2.6 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;

5.2.7 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;

5.2.8 Developer shall transfer control of Connecting Transmission Owner’s Attachment
Facilities and Stand Alone System Upgrade Facilities to the Connecting Transmission Owner;

5.2.9 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;

5.2.10 Connecting Transmission Owner shall approve and accept for operation and
maintenance the Connecting Transmission Owner’s Attachment Facilities and Stand Alone

16

SERVICE AGREEMENT NO. 2847

System Upgrade Facilities to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

5.2.11 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.

5.2.12 If Developer exercises the Option to Build pursuant to Article 5.1.3, the
Developer shall pay the Connecting Transmission Owner the agreed upon amount of [$
PLACEHOLDER] for the Connecting Transmission Owner to execute the responsibilities
enumerated to Connecting Transmission Owner under Article 5.2. The Connecting
Transmission Owner shall invoice Developer for this total amount to be divided on a monthly basis pursuant to Article 12.

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, 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 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

17

SERVICE AGREEMENT NO. 2847

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 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;

18

SERVICE AGREEMENT NO. 2847

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

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,

19

SERVICE AGREEMENT NO. 2847

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 Other Interconnection Options

5.9.1 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.

5.9.2 Provisional Interconnection Service.

Prior to the completion of the Large Facility Interconnection Procedures and prior to

completion of requisite Attachment Facilities, Distribution Upgrades, System Upgrade Facilities,
System Distribution Upgrades, or System Protection Facilities, the Developer may request an
evaluation for Provisional Interconnection Service. NYISO, in conjunction with the Connecting
Transmission Owner, shall determine, through available studies or additional studies as
necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if the
Developer interconnects without modifications to the Large Generating Facility or the New York
State Transmission System (or Distribution System as applicable). NYISO, in conjunction with
the Connecting Transmission Owner, shall determine whether any Attachment Facilities,
Distribution Upgrades, System Upgrade Facilities, System Deliverability Upgrades, or System
Protection Facilities, which are necessary to meet Applicable Laws and Regulations, Applicable
Reliability Standards, and Good Utility Practice, are in place prior to the commencement of
interconnection service from the Large Facility. Where available studies indicate that the
Attachment Facilities, Distribution Upgrades, System Upgrade Facilities, System Deliverability
Upgrades, or System Protection Facilities are required for the interconnection of a new, modified
and/or expanded Large Facility but such facilities are not currently in place, NYISO, in
conjunction with the Connecting Transmission Owner, will perform a study, at the Developer’s
expense, to confirm the facilities that are required for Provisional Interconnection Service. The
maximum permissible output of the Large Facility in the Provisional Large Facility
Interconnection Agreement shall be studied, at the Developer’s expense, and updated annually.
The NYISO shall issue the study’s findings in writing to the Developer and Connecting
Transmission Owner(s). Following a determination by NYISO, in conjunction with the
Connecting Transmission Owner, that the Developer may reliably provide Provisional

20

SERVICE AGREEMENT NO. 2847

Interconnection Service, NYISO shall tender to the Developer and Connecting Transmission Owner, a Provisional Large Facility Interconnection Agreement. NYISO, Developer, and
Connecting Transmission Owner may execute the Provisional Large Facility Interconnection Agreement, or the Developer may request the filing of an unexecuted Provisional Large Facility Interconnection Agreement with the Commission. The Developer shall assume all risk and liabilities with respect to changes between the Provisional Large Facility Interconnection
Agreement and the Large Generator Interconnection Agreement, including changes in output limits and the cost responsibilities for the Attachment Facilities, System Upgrade Facilities, System Deliverability Upgrades, and/or System Protection Facilities.

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 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

21

SERVICE AGREEMENT NO. 2847

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 “as-built” drawings, relay diagrams,
information and documents for the Connecting Transmission Owner’s Attachment Facilities set
forth in Appendix A.

The Connecting Transmission Owner’s Attachment Facilities and Stand Alone System
Upgrade Facilities shall be treated as Transmission Facilities Requiring ISO Notification.

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

22

SERVICE AGREEMENT NO. 2847

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 ISO OATT, including Section 25.8.7 thereof, using
Reasonable Efforts to accommodate Developer’s In-Service Date, all or any portion of any
System Upgrade Facilities or System Deliverability Upgrades required for Developer to be
interconnected to the New York State Transmission System which are included in the Base Case
of the Class Year 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 ISO 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

23

SERVICE AGREEMENT NO. 2847

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 Reserved.

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

24

SERVICE AGREEMENT NO. 2847

shall be deemed to be Confidential Information hereunder and shall include information

concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other 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 ISO OATT, except in accordance with the cost allocation procedures in Attachment S of the ISO OATT. Developer shall be responsible for the costs of any additions, modifications, or replacements to the Developer’s Attachment Facilities that may be necessary to maintain or upgrade such Developer’s 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 (including required control
technologies and protection systems) and System Upgrade Facilities and System Deliverability
Upgrades and Developer shall test the Large Generating Facility and the Developer’s 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

25

SERVICE AGREEMENT NO. 2847

its facilities that are found to be necessary as a result of such testing. Developer shall bear the

cost of all such testing and modifications. Developer shall generate test energy at the Large

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

6.2 Post-Commercial Operation Date Testing and Modifications.

Developer and 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 ISO
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

26

SERVICE AGREEMENT NO. 2847

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 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

27

SERVICE AGREEMENT NO. 2847

are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the

period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment. The NYISO shall reserve the right to review all associated metering equipment installation on the Developer’s or Connecting
Transmission 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

28

SERVICE AGREEMENT NO. 2847

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.

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’s Attachment Facilities in a safe and reliable manner and in
accordance with this Agreement. Developer shall operate the Large Generating Facility and the Developer’s 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.

29

SERVICE AGREEMENT NO. 2847

9.5 Real and Reactive Power Control and Primary Frequency Response.

9.5.1 Power Factor Design Criteria.

9.5.1.1 Synchronous Generation. Developer shall design the Large Generating Facility
to maintain effective composite power delivery at continuous rated power output at the Point of
Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging unless the
NYISO or the Transmission Owner in whose Transmission District the Large Generating Facility
interconnects has established different requirements that apply to all generators in the New York
Control Area or Transmission District (as applicable) on a comparable basis, in accordance with
Good Utility Practice.

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

9.5.1.2 Non-Synchronous Generation. Developer shall design the Large Generating
Facility to maintain composite power delivery at continuous rated power output at the high-side
of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging,
unless the NYISO or the Transmission Owner in whose Transmission District the Large
Generating Facility interconnects has established a different power factor range that applies to all
non-synchronous generators in the New York Control Area or Transmission District (as
applicable) on a comparable basis, in accordance with Good Utility Practice. This power factor
range standard shall be dynamic and can be met using, for example, 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, or a combination of the two.
This requirement shall only apply to newly interconnection non-synchronous generators that
have not yet executed a Facilities Study Agreement as of September 21, 2016.

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

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

30

SERVICE AGREEMENT NO. 2847

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 Voltage Regulators.

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

9.5.5 Primary Frequency Response.

Developer shall ensure the primary frequency response capability of its Large Generating
Facility by installing, maintaining, and operating a functioning governor or equivalent controls.
The term “functioning governor or equivalent controls” as used herein shall mean the required
hardware and/or software that provides frequency responsive real power control with the ability
to sense changes in system frequency and autonomously adjust the Large Generating Facility’s
real power output in accordance with the droop and deadband parameters and in the direction

needed to correct frequency deviations. Developer is required to install a governor or equivalent
controls with the capability of operating: (1) with a maximum 5 percent droop ± 0.036 Hz
deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained
response settings from an approved Applicable Reliability Standard providing for equivalent or
more stringent parameters. The droop characteristic shall be: (1) based on the nameplate
capacity of the Large Generating Facility, and shall be linear in the range of frequencies between

59 and 61 Hz that are outside of the deadband parameter; or (2) based on an approved Applicable
Reliability Standard providing for an equivalent or more stringent parameter. The deadband
parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the
governor or equivalent controls is not expected to adjust the Large Generating Facility’s real
power output in response to frequency deviations. The deadband shall be implemented: (1)
without a step to the droop curve, that is, once the frequency deviation exceeds the deadband
parameter, the expected change in the Large Generating Facility’s real power output in response

31

SERVICE AGREEMENT NO. 2847

to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the
frequency deviation; or (2) in accordance with an approved Applicable Reliability Standard
providing for an equivalent or more stringent parameter. Developer shall notify NYISO that the primary frequency response capability of the Large Generating Facility has been tested and
confirmed during commissioning. Once Developer has synchronized the Large Generating
Facility with the New York State Transmission System, Developer shall operate the Large
Generating Facility consistent with the provisions specified in Articles 9.5.5.1 and 9.5.5.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

9.5.5.1 Governor or Equivalent Controls.

Whenever the Large Generating Facility is operated in parallel with the New York State
Transmission System, Developer shall operate the Large Generating Facility with its governor or
equivalent controls in service and responsive to frequency. Developer shall: (1) in coordination
with NYISO, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop
parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings
from an approved Applicable Reliability Standard that provides for equivalent or more stringent
parameters. Developer shall be required to provide the status and settings of the governor and
equivalent controls to NYISO and/or the Connecting Transmission Owner upon request. If
Developer needs to operate the Large Generating Facility with its governor or equivalent
controls not in service, Developer shall immediately notify NYISO and the Connecting
Transmission Owner, and provide both with the following information: (1) the operating status
of the governor or equivalent controls (i.e., whether it is currently out of service or when it will
be taken out of service); (2) the reasons for removing the governor or equivalent controls from
service; and (3) a reasonable estimate of when the governor or equivalent controls will be
returned to service. Developer shall make Reasonable Efforts to return its governor or
equivalent controls into service as soon as practicable. Developer shall make Reasonable Efforts
to keep outages of the Large Generating Facility’s governor or equivalent controls to a minimum
whenever the Large Generating Facility is operated in parallel with the New York State
Transmission System.

9.5.5.2 Timely and Sustained Response.

Developer shall ensure that the Large Generating Facility’s real power response to

sustained frequency deviations outside of the deadband setting is automatically provided and
shall begin immediately after frequency deviates outside of the deadband, and to the extent the
Large Generating Facility has operating capability in the direction needed to correct the
frequency deviation. Developer shall not block or otherwise inhibit the ability of the governor or
equivalent controls to respond and shall ensure that the response is not inhibited, except under
certain operational constraints including, but not limited to, ambient temperature limitations,
physical energy limitations, outages of mechanical equipment, or regulatory requirements. The
Large Generating Facility shall sustain the real power response at least until system frequency
returns to a value within the deadband setting of the governor or equivalent controls. An

32

SERVICE AGREEMENT NO. 2847

Applicable Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.5.5.3 Exemptions.

Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.5.5, 9.5.5.1, and 9.5.5.2 of this Agreement. Large Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the
operating requirements of its host facility) shall be required to install primary frequency response capability requirements in accordance with the droop and deadband capability requirements
specified in Article 9.5.5, but shall be otherwise exempt from the operating requirements in
Articles 9.5.5, 9.5.5.1, 9.5.5.2, and 9.5.5.4 of this Agreement.

9.5.5.4 Electric Storage Resources.

Developer interconnecting a Generating Facility that contains an electric storage resource
shall establish an operating range in Appendix C of its LGIA that specifies a minimum state of
charge and a maximum state of charge between which the electric storage resource will be
required to provide primary frequency response consistent with the conditions set forth in
Articles 9.5.5, 9.5.5.1, 9.5.5.2, and 9.5.5.3 of this Agreement. Appendix C shall specify whether
the operating range is static or dynamic, and shall consider (1) the expected magnitude of
frequency deviations in the interconnection; (2) the expected duration that system frequency will
remain outside of the deadband parameter in the interconnection; (3) the expected incidence of
frequency deviations outside of the deadband parameter in the interconnection; (4) the physical
capabilities of the electric storage resource; (5) operational limitations of the electric storage
resources due to manufacturer specification; and (6) any other relevant factors agreed to by the
NYISO, Connecting Transmission Owner, and Developer. If the operating range is dynamic,
then Appendix C must establish how frequently the operating range will be reevaluated and the
factors that may be considered during its reevaluation.

Developer’s electric storage resource is required to provide timely and sustained primary
frequency response consistent with Article 9.5.5.2 of this Agreement when it is online and
dispatched to inject electricity to the New York State Transmission System and/or receive
electricity from the New York State Transmission System. This excludes circumstances when
the electric storage resource is not dispatched to inject electricity to the New York State
Transmission System and/or dispatched to receive electricity from the New York State
Transmission System. If Developer’s electric storage resource is charging at the time of a
frequency deviation outside of its deadband parameter, it is to increase (for over-frequency
deviations) or decrease (for under-frequency deviations) the rate at which it is charging in
accordance with its droop parameter. Developer’s electric storage resource is not required to
change from charging to discharging, or vice versa, unless the response necessitated by the droop
and deadband settings requires it to do so and it is technically capable of making such a
transition.

33

SERVICE AGREEMENT NO. 2847

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,
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 ISO
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.

34

SERVICE AGREEMENT NO. 2847

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 Utilit Practice;

9.6.2.2 Any such interruption or reduction shall be made on an equitable, nondiscriminatory 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. 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 Ride Through Capability and Performance.

The New York State Transmission System is designed to automatically activate a load-shed

program as required by the Applicable Reliability Councils 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 Applicable Reliability Councils to
ensure frequency “ride through” capability of the New York State Transmission System. Large
Generating Facility response to frequency deviations of pre-determined 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. Developer shall also
implement under-voltage and over-voltage relay set points, or equivalent electronic controls, as

35

SERVICE AGREEMENT NO. 2847

required by the Applicable Reliability Councils to ensure voltage “ride through” capability of the
New York State Transmission System. 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, over-
frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practice
and consistent with any standards and guidelines that are applied to other Generating Facilities in
the Balancing Authority Area on a comparable basis unless the Transmission Owner in whose
Transmission District the Large Generating Facility interconnects has established different
requirements that apply on a comparable basis in accordance with Good Utility Practice. For
abnormal frequency conditions and voltage conditions within the “no trip zone” as that term is
defined by ERO Reliability Standard PRC-024-3, any successor mandatory ride through ERO
reliability standards, or any more stringent NPCC or NYSRC requirements applicable to
Generating Facilities in the Balancing Authority Area on a comparable basis, the non-
synchronous Generating Facility must ensure that, within any physical limitations of the
Generating Facility, its control and protection settings are configured or set to (1) continue active
power production during disturbance and post disturbance periods at pre-disturbance levels,
unless reactive power priority mode is enabled or unless providing primary frequency response
or fast frequency response; (2) minimize reductions in active power and remain within dynamic
voltage and current limits, if reactive power priority mode is enabled, unless providing primary
frequency response or fast frequency response; (3) not artificially limit dynamic reactive power
capability during disturbances; and (4) return to pre-disturbance active power levels without
artificial ramp rate limits if active power is reduced, unless providing primary frequency
response or fast frequency response.

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

36

SERVICE AGREEMENT NO. 2847

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, NERO 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
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.

37

SERVICE AGREEMENT NO. 2847

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 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.

38

SERVICE AGREEMENT NO. 2847

9.10 Reserved.

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 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’s
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 ISO OATT.

39

SERVICE AGREEMENT NO. 2847

ARTICLE 11. PERFORMANCE OBLIGATION

11.1 Developer’s Attachment Facilities.

Developer shall design, procure, construct, install, own and/or control the Developer’s 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 ISO 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 with Attachment S to the ISO 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:

40

SERVICE AGREEMENT NO. 2847

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 ISO 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 ISO 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.

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 or as otherwise agreed by
such Parties and as set forth in Section 3 of Appendix B. 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

41

SERVICE AGREEMENT NO. 2847

Upgrade Facilities and System Deliverability Upgrades, determined in accordance with

Attachment S to the ISO 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).

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’s Attachment Facilities that may reasonably be
expected to affect the New York State Transmission System or the Connecting Transmission

42

SERVICE AGREEMENT NO. 2847

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’s 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’s
Attachment Facilities. NYISO or Connecting Transmission Owner may, on the basis of
technical considerations, require the Large Generating Facility to mitigate an Emergency State
by taking actions necessary and limited in scope to remedy the Emergency State, including, but
not limited to, directing Developer to shut-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’s 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 and Capacity Resource Interconnection Service or disconnect the Large Generating Facility or the Developer’s Attachment Facilities, when such reduction or

43

SERVICE AGREEMENT NO. 2847

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 ISO 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’s

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’s 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.

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.

44

SERVICE AGREEMENT NO. 2847

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

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

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

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

ARTICLE 15. NOTICES

15.1 General.

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

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

15.2 Billings and Payments.

Billings and payments shall be sent to the addresses set out in Appendix F hereto.

15.3 Alternative Forms of Notice.

Any notice or request required or permitted to be given by a Party to the other Parties and not required by this Agreement to be given in writing may 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 Error! Reference source not found. of this
Agreement.

ARTICLE 16. FORCE MAJEURE

16.1 Economic hardship is not considered a Force Majeure event.

16.2 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

45

SERVICE AGREEMENT NO. 2847

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

ARTICLE 17. DEFAULT

17.1 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.

17.2 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 and their agents (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 (any and all of these a

46

SERVICE AGREEMENT NO. 2847

“Loss”), arising out of or resulting from (i) the Indemnified Party’s performance of its

obligations under this Agreement on behalf of the Indemnifying Party, except in cases where the Indemnifying Party can demonstrate that the Loss of the Indemnified Party was caused by the
gross negligence or intentional wrongdoing of the Indemnified Party or (ii) the violation by the
Indemnifying Party of any Environmental Law or the release by the Indemnifying Party of any
Hazardous Substance.

18.1.1 Indemnified Party.

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

18.1.2 Indemnifying Party.

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party

harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party’s actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures.

Promptly after receipt by an Indemnified Party of any claim or notice of the

commencement of any action or administrative or legal proceeding or investigation as to which
the indemnity provided for in Article 18.1 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

47

SERVICE AGREEMENT NO. 2847

of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential

imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of
interest between the Indemnified Party and the Indemnifying Party, in such event the
Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not
settle or consent to the entry of any judgment in any action, suit or proceeding without the
consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or
delayed.

18.2 No Consequential Damages.

Other than the liquidated damages heretofore described and the indemnity obligations set
forth in Article 18.1, in no event shall any Party be liable under any provision of this Agreement
for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or
punitive damages, including but not limited to loss of profit or revenue, loss of the use of
equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in
part in contract, in tort, including negligence, strict liability, or any other theory of liability;
provided, however, that damages for which a Party may be liable to another Party under separate
agreement will not be considered to be special, indirect, incidental, or consequential damages
hereunder.

18.3 Insurance.

Developer and Connecting Transmission Owner shall each, at its own expense, procure and maintain in force throughout the period of this Agreement and until released by the other Parties, the following minimum insurance coverages, with insurance companies licensed to write insurance or approved eligible surplus lines carriers in the state of New York with a
minimum A.M. Best rating of A or better for

financial strength, and an A.M. Best financial size category of VIII or better:

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 (“CGL”) Insurance including premises and

operations, personal injury, broad form property damage, broad form blanket contractual liability
coverage 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 using Insurance
Services Office, Inc. Commercial General Liability Coverage (“ISO CG”) Form CG 00 01 04 13
or a form equivalent to or better than CG 00 01 04 13, with minimum limits of Two Million
Dollars ($2,000,000) per occurrence and Two Million Dollars ($2,000,000) 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.

48

SERVICE AGREEMENT NO. 2847

18.3.4 If applicable, the Commercial General Liability and Comprehensive

Automobile Liability Insurance policies should include contractual liability for work in

connection with construction or demolition work on or within 50 feet of a railroad, or a separate Railroad Protective Liability Policy should be provided.

18.3.5 Excess Liability Insurance over and above the Employers’ Liability,

Commercial General Liability and Comprehensive Automobile Liability Insurance coverages, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence and Twenty Million Dollars ($20,000,000) aggregate. The Excess policies should contain the same extensions listed under the Primary policies.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile

Insurance and Excess 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
insureds using ISO CG Endorsements: CG 20 33 04 13, and CG 20 37 04 13 or CG 20 10 04 13
and CG 20 37 04 13 or equivalent to or better forms. 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.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile

Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory. Developer and Connecting Transmission Owner shall each be responsible for its respective deductibles or retentions.

18.3.8 The Commercial General Liability Insurance, Comprehensive Automobile

Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for at least three (3) 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.

18.3.9 If applicable, Pollution Liability Insurance in an amount no less than

$7,500,000 per occurrence and $7,500,000 in the aggregate. The policy will provide coverage for claims resulting from pollution or other environmental impairment arising out of or in
connection with work performed on the premises by the other party, its contractors and and/or subcontractors. Such insurance is to include coverage for, but not be limited to, cleanup, third party bodily injury and property damage and remediation and will be written on an occurrence basis. The policy shall name the Other Party Group as additional insureds, be primary and
contain a waiver of subrogation.

18.3.10 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

49

SERVICE AGREEMENT NO. 2847

intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by those Parties under this Agreement.

18.3.11 Within 30 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 certificate of insurance for all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

18.3.12 Notwithstanding the foregoing, Developer and Connecting Transmission

Owner may each self-insure to meet the minimum insurance requirements of Articles 18.3.1
through 18.3.9 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 18.3.1 through 18.3.9.
In the event that a Party is permitted to self-insure pursuant to this Article 18.3.12, 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 Articles

18.3.1 through 18.3.9 and provide evidence of such coverages. 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 18.3.1 through 18.3.9.

18.3.13 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.

18.3.14 Subcontractors of each party must maintain the same insurance

requirements stated under Articles 18.3.1 through 18.3.9 and comply with the Additional Insured requirements herein. In addition, their policies must state that they are primary and non-
contributory and contain a waiver of subrogation.

ARTICLE 19. 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

50

SERVICE AGREEMENT NO. 2847

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

ARTICLE 20. 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

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.

22.2 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.

51

SERVICE AGREEMENT NO. 2847

22.3 Confidential Information.

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

22.4 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 22.9 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.

22.5 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.

22.6 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.

52

SERVICE AGREEMENT NO. 2847

22.7 No Warranties.

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

22.8 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 Parties under this Agreement or its regulatory requirements, including the ISO 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 ISO OATT.

22.9 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.

22.10 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.

22.11 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

53

SERVICE AGREEMENT NO. 2847

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
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.

22.12 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 ISO 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.

22.13 Required Notices Upon Requests or Demands for Confidential Information

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 ISO 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.

54

SERVICE AGREEMENT NO. 2847

ARTICLE 23. DEVELOPER AND CONNECTING TRANSMISSION OWNER
 NOTICES OF ENVIRONMENTAL RELEASES

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 Standard Large Facility Interconnection Procedures. It shall also include any additional information provided to Connecting Transmission Owner for the Interconnection Facilities Study. Information in this submission shall be the most current
Large Generating Facility design or expected performance data. Information submitted for
stability models shall be compatible with NYISO standard models. If there is no compatible
model, the Developer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

55

SERVICE AGREEMENT NO. 2847

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 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.

56

SERVICE AGREEMENT NO. 2847

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 Information Access.

Each Party (“Disclosing Party”) shall make available to another Party (“Requesting

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

25.2 Reporting of Non-Force Majeure Events.

Each Party (the “Notifying Party”) shall notify the other Parties when the Notifying Party becomes aware of its inability to comply with the provisions of this Agreement for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide
necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information
provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this Agreement.

25.3 Audit Rights.

Subject to the requirements of confidentiality under Article 22 of this Agreement, each
Party shall have the right, during normal business hours, and upon prior reasonable notice to
another Party, to audit at its own expense the other Party’s accounts and records pertaining to the
other Party’s performance or satisfaction of its obligations under this Agreement. Such audit
rights shall include audits of the other Party’s costs, calculation of invoiced amounts, and each
Party’s actions in an Emergency State. Any audit authorized by this Article shall be performed
at the offices where such accounts and records are maintained and shall be limited to those
portions of such accounts and records that relate to the Party’s performance and satisfaction of
obligations under this Agreement. Each Party shall keep such accounts and records for a period
equivalent to the audit rights periods described in Article 25.4 of this Agreement.

25.4 Audit Rights Periods.

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

Accounts and records related to the design, engineering, procurement, and construction of Connecting Transmission Owner’s Attachment Facilities and System Upgrade Facilities and
System Deliverability Upgrades shall be subject to audit for a period of twenty-four months
following Connecting Transmission Owner’s issuance of a final invoice in accordance with
Article 12.2 of this Agreement.

57

SERVICE AGREEMENT NO. 2847

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.

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

58

SERVICE AGREEMENT NO. 2847

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

59

SERVICE AGREEMENT NO. 2847

27.5 Termination.

Notwithstanding the provisions of this Article 27, any Party may terminate this

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

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General.

Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing.

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

28.1.2 Authority.

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

28.1.3 No Conflict.

The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such
Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval.

Such Party has sought or obtained, or, in accordance with this Agreement will seek or
obtain, each consent, approval, authorization, order, or acceptance by any Governmental
Authority in connection with the execution, delivery and performance of this Agreement, and it

60

SERVICE AGREEMENT NO. 2847

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 Standard Large Facility
Interconnection Procedures or such Appendix to the Standard 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 ISO OATT and Good
Utility Practice. To the extent a Party is required or prevented or limited in taking any action by
such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement
for its compliance therewith. When any Party becomes aware of such a situation, it shall notify

61

SERVICE AGREEMENT NO. 2847

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 ISO 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.

62

SERVICE AGREEMENT NO. 2847

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 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 any Party 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.

29.16 Modifications Related to NYISO’s Compliance with Order No. 2023.

If, as part of the NYISO’s compliance proceeding at the Commission in response to Oder No. 2023, the Commission directs that the NYISO modify the pro forma Standard Large

63

SERVICE AGREEMENT NO. 2847

Generator Interconnection Agreement located in Appendix 4 of Attachment X of the ISO OATT, the Parties shall amend and restate this Agreement to incorporate the modifications; provided, however, the Parties may agree to include in the amended and restated agreement non-
conforming changes to any terms of the pro forma Standard Large Generator Interconnection Agreement that have been modified to comply with the Commission’s order, which non-
conforming modifications must be filed with the Commission for its acceptance.

64

SERVICE AGREEMENT NO. 2847

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

New York Independent System Operator, Inc.

By:

Name:

Title:

Date:

Long Island Lighting Company d/b/a LIPA

By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Long Island Electric Utility Servco LLC, as agent and acting on behalf of

Long Island Lighting Company d/b/a LIPA

Date:

Yaphank Energy Storage, LLC

By:

Name:

Title:

Date:

65

SERVICE AGREEMENT NO. 2847

APPENDICES

Appendix A

Attachment Facilities and System Upgrade Facilities

Appendix B

Milestones

Appendix C

Interconnection Details

Appendix D

Security Arrangements Details

Appendix E-1

Initial Synchronization Date

Appendix E-2

Commercial Operation Date

Appendix F

Addresses for Delivery of Notices and Billings

SERVICE AGREEMENT NO. 2847

APPENDIX A

ATTACHMENT FACILITIES AND SYSTEM UPGRADE FACILITIES

1. Attachment Facilities:

(a) Developer’s Attachment Facilities

The Developer’s Attachment Facilities (“DAFs”) include all of the facilities between the Developer’s side of the Point of Change of Ownership (“PCO”) and the Large Generating
Facility. The DAFs will be located on property owned or leased by the Developer and, as
depicted in Figure A-1 to this Appendix A, will consist of a collector substation (“Yaphank Energy Storage Collector Substation”) and a transmission line.

Developer shall design, engineer, procure, construct, and install the DAFs in accordance
with all applicable requirements of the Connecting Transmission Owner (“CTO”), including the
following requirements, to the extent not inconsistent with the terms of this Agreement or the
ISO OATT, or applicable NYISO procedures including, but not limited to, the following
requirements:

• Requirements for Generating Facility Interconnection to the LIPA Transmission System,
 dated March 2018;

• Performance Requirements for Transmission Connected Resources Using Non-
 Synchronous Generation, the version in effect on the date the NYISO Operating
 Committee approved the System Reliability Impact Study for the Yaphank Energy
 Storage Project (NYISO Queue No. 965);

• Procedures for Verification of LIPA’s Performance Requirements for Transmission-

Connected Non-Synchronous Resources - the project is classified as a Class 1 facility for the purpose of the referenced document; and

• Revenue Metering Requirements for Customer Facilities Connecting to the PSEG Long
 Island Transmission and Sub-Transmission System, dated January 16, 2021.

Specifically, the DAFs will consist of the following major electrical and physical equipment:

i. Yaphank Energy Storage Collector Substation

• Four (4) three phase, 34.5 kV 600 A disconnect switches;

• Three (3) three phase, 34.5 kV 1200 A circuit breakers;

• Five (5) single phase, 22kV surge arrestors;

• One (1) three phase, 34.5 kV 2000 A disconnect switch, 34.5 kV;
 A-1

SERVICE AGREEMENT NO. 2847

• One (1) three phase transformer, 69 kV / 34.5 kV;

• One (1) three phase, 69 kV 1200 A circuit breaker;

• Two (2) three phase, 69 kV 1200 A disconnect switches;

• Two (2) single phase, 98 kV surge arrestors;

• One (1) capacitor bank, 12.6MVAR;

• Two (2) separated protection panels with relaying matching SUF relaying
 (SEL-311L and SEL-411L current Differential Protection relays); and

• Two (2) physically separated Fiber Optic cables and associated patch panels
 and end to end fiber testing.

ii. Generator Lead Line

The generator lead line is an overhead 69 kV transmission line. This line is included as part of the DAF up to the point of change of ownership (“PCO”) at the potheads inside the fence at the 8RA Ramsey Rd Substation.

Developer shall be responsible to procure and install the 69 kV transmission cable and terminations. In the event the 69 kV transmission cable or terminations fail, Developer shall be responsible to expedite repairs and perform testing in a timely manner. Developer shall be responsible for all costs associated with owning, operating, procuring, installing, maintaining, repairing and replacing the cable (including terminations).

(b) Connecting Transmission Owner’s Attachment Facilities

The Connecting Transmission Owner’s Attachment Facilities (“CTOAFs”) consist of the facilities between the PCO and the POI. The PCO and the POI are designated on Figure A-1 to this Appendix A. The Connecting Transmission Owner shall design, engineer, procure,
construct, and install the CTOAFs.

As depicted in Figure A-1, the CTOAFs include the following major electrical and physical equipment:

• Procure and install the following equipment:

o One (1) 69 kV, 2000A, 43kA circuit breaker with current transformers (“CTs”)
 complete with junction box, grounding, power and control cables and conduits;

o One (1) 3-Ø 69 kV, 2000A Ganged Vertical Break Disconnect Switch;

o One (1) 3-Ø 69 kV, 2000A Ganged Vertical Break Disconnect Switch with
 Ground Switch;

o Three (3) single-phase, 69 kV, revenue grade CT units for revenue metering;

o Three (3) single-phase, 69KV, revenue grade PT units for revenue metering; and

o Revenue metering enclosure, metering cable & other associated equipment.

A-2

SERVICE AGREEMENT NO. 2847

• Procure and install the following structures:

o One (1) 69 kV gang-operated 3-Ø disconnect switch structure;

o One (1) 69 kV 3-Ø current transformer structure;

o One (1) 69 kV 3-Ø potential transformer structure;

o One (1) revenue metering cabinet support structure; and

o One (1) 69kV H-frame dead-end structure with provision for gang-operated 3-Ø
 disconnect/ground switch.

• Foundations installations:

o One (1) 69 kV gas-insulated circuit breaker foundation;

o Two (2) 69 kV gang-operated 3-Ø disconnect switch foundations;

o Two (2) 69 kV 3-Ø current transformer foundations;

o Two (2) 69 kV 3-Ø potential transformer foundations;

o One (1) revenue metering cabinet support foundation; and

o Two (2) dead-end structure foundations.

• Install relays and panels:

o One (1) line protection and breaker failure relay panel with SEL-311L and SEL-
 411L; and

o One (1) Shark 250.

• Other:

o Bus, conductor, fittings, grounding conductor, insulators, nuts and bolts.

2. System Upgrade Facilities:

The Large Generating Facility will interconnect to the Connecting Transmission Owner’s
transmission system at Connecting Transmission Owner’s new substation 8RA Ramsey Rd
Substation.

(a) Stand Alone System Upgrade Facilities (“Stand-Alone SUFs”):

The 8RA Ramsey Rd Substation will consist of a single 69 kV bus. The bus will have three circuit breakers connected to it. One circuit breaker (#3) will connect to the Large
Generating Facility (CTOAF), one circuit breaker (#1) will connect to the 69-837 line to the William Floyd Substation, and one circuit breaker (#2) will connect to the 69-848 line to
Brookhaven Substation.

The Stand-Alone SUFs at the 8RA Ramsey Rd Substation shall include the following major electrical and physical equipment:

• Equipment installations:

A-3

SERVICE AGREEMENT NO. 2847

o Two (2) 69 kV, 2000A, 43kA Circuit Breaker with CTs, complete with Junction
 Box, grounding, power and control cables and conduits;

o Four (4) 3-Ø 69 kV, 2000A Ganged Motor Operated Vertical Break Disconnect
 Switches;

o Three (3) 69 kV single phase Potential Transformers (“PTs”);

o Six (6) 69 kV surge arresters;

o One (1) New Control House, approx. 20’ x 40’, with separate room for 125VDC
 battery and charger;

o One (1) 1-Ø 69 kV hook stick operated fused disconnect switch;

o One (1) 69 kV 75kVA single phase station service voltage transformer;

o One (1) 13 kV 75kVA single phase station service transformer (pole mount, or
 pad mount as an option);

o One (1) 69kV surge arrester; and

o One (1) 13kV surge arrester (if pole mounted SST is used).

• Structural installations:

o Two (2) 69kV H-frame dead-end structures with provision for gang-operated 3-Ø
 disconnect switch;

o Two (2) Gang Operated Low Disconnect Switch Stand Structures;

o One (1) Lot of Bus Supports1;

o One (1) Potential Transformer Support;

o One (1) station service voltage transformer support;

o One (1) fused disconnect switch support;

o Three (3) 60’ Lightning Masts; and

o One (1) lot of light poles2.

• Foundations installations:

o Four (4) Dead-end structure foundations;

o Two (2) Circuit Breaker foundations;

o Four (4) Disconnect Switch Stand foundations;

o One (1) Lot of Bus Support foundation;

o Two (2) Potential Transformer Stand foundations;

o One (1) station service voltage transformer support foundation;

o One (1) fused disconnect switch support foundation;

o Three (3) Lightning Mast foundations;

o One (1) lot of light pole foundations; and

o One (1) Control House foundation.

• New Control House relay, communications and metering:

o Two (2) line protection and breaker failure relay panels with SEL-311L and SEL-
 411L;

o One (1) bus diff protection relay panels with two (2) SEL-387;
 A-4

SERVICE AGREEMENT NO. 2847

o One (1) Telvent Sage 2400 RTU panel;

o One (1) annunciator panel;

o One (1) telecommunications board;

o Two (2) Shark 250;

o Two (2) RFL GARD 8000;

o Two (2) SEL-3530;

o One (1) C3400 S2K;

o Twelve (12) C3233 SBO-XT;

o Three (3) C3432 32 Channel Status Input XT;

o One (1) C3430 16 Channel Analog Input XT;

o One (1) 1-Ø 75kVA 120/240V AC Station Service System;

• Two (2) sources from SSVT and pole mount transformer;

• One (1) Automatic Transfer Switch;

• One (1) Lot of Circuit Breakers;

• One (1) Kilowatt Hour Meter;

• One (1) Distribution Panel;

o One (1) 125 VDC Battery System (QTYs are per system);

• One (1) 125 VDC Battery;

• One (1) 125 VDC Battery charger;

• One (1) Battery Charger Disconnect Switch;

• One (1) Battery Main Breaker;

• One (1) Distribution Panel; and

• Lockout Relays, Test Switches, Terminal Blocks.

• Underground installations:

o Two (2) 6” conduits for 13kV AC station service (1000’ each).

• Rough grading of the site, perimeter fence, minor materials including bus, conductor, fittings,

conduit, cable trench, lights, grounding conductor, insulators, nuts and bolts, and finishing works such as yard stone.

As part of protection and controls requirements for the 8RA Ramsey Rd Substation, the

Stand-Alone SUFs shall include line differential protection for System A and line differential

and breaker failure protection for System B. The relays for the Stand-Alone SUFs protection and controls will be installed in the control house. The control house will have twelve (12) relay panels installed. The following major relays are required for this project:

System A:

• Line Current Differential Protection (Brookhaven): SEL-311L;

• Line Current Differential Protection (William Floyd): SEL-311L;

• Line Current Differential Protection (the Project): SEL-311L;

• Bus Differential: SEL-387; and

• Telecom Panel A.

A-5

SERVICE AGREEMENT NO. 2847

System B:

• Line Current Differential Protection (Brookhaven): SEL-411L;

• Line Current Differential Protection (William Floyd): SEL-411L;

• Line Current Differential Protection (the Project): SEL-411L;

• Bus Differential: SEL-387; and

• Telecom Panel B.

Common:

• Annunciator; and

• RTU.

(b) Other System Upgrade Facilities

i. Transmission Line Work

The transmission facilities within the area of the interconnection includes a double circuit

69 kV transmission line from William Floyd Substation to Brookhaven Substation identified as circuits 69-848 and 69-847. The interconnection of the Large Generating Facility will require routing the existing 69-848 William Floyd to Brookhaven 69 kV transmission line into the new 8RA Ramsey Rd Substation.

The 69-848 circuit is the northern circuit on the double circuit structures that also carry the 69-847 circuit from William Floyd Substation to Brookhaven Substation. The 69-847 line will not be routed into the new 8RA Ramsey Rd Substation.

The current 69-848 William Floyd to Brookhaven 69kV line will be segmented into two

(2) new transmission lines, 69-837 William Floyd to 8RA Ramsey Rd Substation and 69-848 8RA Ramsey Rd Substation to Brookhaven.

The transmission line work associated with the Large Generating Facility will require

installing a single circuit in-line dead-end structure to carry the 69-847 William Floyd to

Brookhaven circuit as well as installing two (2) new custom steel monopole structures on drilled shaft foundations along the existing alignment to loop in and out of the new 8RA Ramsey Rd
Substation. All proposed structures will be framed for 69 kV to remain consistent with the
design of the rest of the lines. The 69-837 line from existing structure 232 will dead-end at the approximately 90-degree dead-end structure 231.5B and end at the new 8RA Ramsey Rd
Substation. From the new 8RA Ramsey Rd Substation, the 69-848 line will dead-end at the
approximately 90-degree dead-end structure 231.5A and then continue to existing structure 230. The existing structure 231 will be removed. The new structure 231.5 on the 69-847 line will be placed as to not increase loading on either adjacent structures and maintain clearances to the new 231.5A and 231.5B structures. However, adjacent existing structures 230 and 232 will need to be structurally analyzed to confirm they do not need to be replaced.

A-6

SERVICE AGREEMENT NO. 2847

The existing conductor and shield wire on either side of the new dead-end structures,
towards the William Floyd Substation and Brookhaven Substation will be attached to the new structures while maintaining existing wire tensions. The new conductor will match the existing wire type and will be installed from these new structures to the new Yaphank Energy Storage Collector Substation dead-end structures at reduced tensions. The shield wire from these new structures to the new Yaphank Energy Storage Collector Substation will not use the legacy shield wire and will be determined during detailed engineering.

The transmission line work will include the following major electrical and physical equipment:

Install:

o Two (2) 80’ custom steel single-circuit monopole 90-degree dead-end structures;

o One (1) 80’ custom steel single-circuit monopole in-line dead-end structure;

o 1575 feet of 1192.5 kcmil ACSR conductor (3-phases);

o 50 feet of 2/0 Alumoweld;

o 525 feet of 3/8” EHS;

o Six (6) shield wire dead-end assemblies;

o Eighteen (18) 1192.5 kcmil ACSR conductor dead-end assemblies;

o Three (3) 1192.5 kcmil ACSR conductor jumper post insulator assemblies; and

o Conductor, fittings, grounding conductor, insulators, nuts, and bolts.

Remove:

o One (1) 80’ laminated wood pole double-circuit monopole post suspension structure
 (#231).

(c) Relay Upgrades at Brookhaven Substation

As a result of the Brookhaven to William Floyd 69 kV 69-848 transmission line being
routed to the 8RA Ramsey Rd Substation, the System A and B relays at the Brookhaven
Substation will need to be upgraded to reflect the relays being installed at the 8RA Ramsey Rd
Substation. The relay work will include the following major electrical and physical equipment:

o One (1) RFL GARD 8000;

o One (1) line relay panel with SEL-311L and SEL-411L; and

o Associated relay wiring upgrades.

(d) Relay Upgrades at William Floyd Substation

As a result of the Brookhaven to William Floyd 69 kV 69-848 transmission line being
routed to the 8RA Ramsey Rd Substation, the System A and B relays at the William Floyd

A-7

SERVICE AGREEMENT NO. 2847

Substation will need to be upgraded to reflect the relays being installed at the 8RA Ramsey Rd
Substation. The relay work will include the following major electrical and physical equipment:

o One (1) RFL GARD 8000;

o One (1) line relay panel with SEL-311L and SEL-411L; and

o Associated relay wiring upgrades.

3. System Deliverability Upgrades:

The NYISO’s Class Year Deliverability Study and Additional SDU Study for Class Year
2021 determined that certain shared System Deliverability Upgrades are required for the Large
Generating Facility and for certain other Class Year 2021 projects for them to receive Capacity
Resource Interconnection Service. In accordance with the requirements in Attachment S to the
NYISO OATT, Developer accepted, and provided Security to cover, its portion of the estimated
costs of these System Deliverability Upgrades. The System Deliverability Upgrades will be

designed, procured, and constructed pursuant to a separate Engineering, Procurement, and
Construction Agreements by and among the NYISO, Long Island Lighting Company d/b/a
LIPA, Developer, and the developers of the other Class Year 2021 projects that accepted and posted security for their cost responsibility for such System Deliverability Upgrades in Class Year 2021. As it has accepted its portion of the Project Cost Allocation and posted Security for the System Deliverability Upgrades as required in Attachment S to the OATT, Developer is eligible for Capacity Resource Interconnection Service when the Large Generating Facility
begins Commercial Operation pursuant to this Agreement.

4. Estimated Costs

The total estimated costs of the work associated with the Attachment Facilities and

System Upgrade Facilities required for the interconnection of the Large Generating Facility are

presented in the table below.

Description Estimated Costs

Connecting Transmission Owner’s Attachment Facilities $2,392,766

Stand-Alone System Upgrade Facilities $10,704,090

Total $13,096,856

5. Operations and Maintenance Expenses

1. Developer shall pay to Connecting Transmission Owner an annual maintenance charge
 for the CTOAF equal to the charge set forth in the Long Island Power Authority’s Tariff
 for Electric Service (“Authority’s Tariff”), as it may be modified by Connecting
 Transmission Owner from time to time. Service Classification No. 11 - Buy-Back and
 Supplemental Service, Maintenance Charges for Interconnection Equipment (Authority
 Tariff Leaf No. 258).

A-8

SERVICE AGREEMENT NO. 2847

2. For the purpose of calculating such annual maintenance charge, the total investment in
 the CTOAF shall be based on all costs paid or incurred by the Developer and/or the
 Connecting Transmission Owner for the CTOAF.

3. The maintenance charge shall be calculated by multiplying such total investment by the
 then effective rate set forth in the Authority’s Tariff (Service Classification No. 11) and
 will be billed in 12 equal monthly payments.

4. In addition to said maintenance charge, the Developer shall pay the Connecting

Transmission Owner for the actual cost of any repairs to or replacements of the CTOAF during the term of this Agreement.

5. Developer shall pay the applicable adjustments to rates and charges in accordance with
 the applicable Authority’s Tariff provisions (e.g., New York State Assessment and
 applicable taxes).

A-9

SERVICE AGREEMENT NO. 2847

Figure A-1

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A-1

SERVICE AGREEMENT NO. 2847

APPENDIX B

MILESTONES

1. Selected Option Pursuant to Article 5.1

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

Transmission Owner will construct the CTOAFs, Stand-Alone System Upgrade Facilities, and remaining Other System Upgrade Facilities identified in Appendix A.

Developer is responsible for procuring the property satisfactory to the Connecting Transmission Owner for the new LIPA Substation and securing the permits/agreements/approvals required to tap into the existing transmission lines, including but not limited to:

• Clearing and grading of this property to be done by developer;

• Ground resistivity measurements and ground grid design for the entire site (CTOAF &

LIPA Substation & DAF) to be done by Developer, and the results need to be provided to the Connecting Transmission Owner;

• Any crossing of the Long Island Rail Road (LIRR) tracks and/or work on LIRR property
 would require a utility (longitudinal) agreement between the parties involved and LIRR

• Work in close proximity to LIRR tracks may also require LIRR permitting and flaggers;
 and

• If necessary, modify the existing easement with the Town of Brookhaven.

2. Milestones

The following milestone schedule is being provided under the condition this Agreement is

executed pursuant to the Standard Option under Article 5.1.1.

Task Milestone Date Responsible Party

1. LGIA Execution 5/2024

2.

3.

4.

5.

6.

7.

First Payment

Developer Provides Amended Letter of Credit (“LOC”) as Security for CTOAFs and SUFs1

Site Plan Approval + SEQRA “Negative Declaration”

Notice to Proceed with Design and Procurement by Developer2

Soil Resistivity Measurements, Ground
Grid Modeling, & Ground Grid Design
Completion of CTOAF & Substation
Design

6/7/2024

6/28/2024

5/1/2023

6/7/2024

1/2025

6/2026

Developer

Developer

Developer

Developer

Developer

LIPA

SERVICE AGREEMENT NO. 2847

8. CTOAF & Substation Construction Start

Date

9. Delivery of CTO Equipment

10. In-Service Date (CTOAF & SUF)

11. Initial Synchronization Date

12. Commercial Operations Date

9/2026 LIPA

9/2026 LIPA

6/2027 LIPA

7/2027 Developer/LIPA
8/2027 Developer/LIPA

1 As referenced in Appendix B, Paragraph 3(a), the Developer has already provided partial security to Connecting Transmission Owner in the form of an LOC for the SUFs.

2 Connecting Transmission Owner shall have no obligation to commence design and/or procurement until the Developer has provided Connecting Transmission Owner with the First Prepayment.

3. Security

(a) Form of Security

In accordance with the requirements in Attachment S to the NYISO OATT, Developer accepted the Project Cost Allocation of $8,986,556 for the System Upgrade Facilities identified for the Large Generating Facility in the Interconnection Facilities Study for Class Year 2021 and provided Security to Connecting Transmission Owner in the form of a letter of credit (“LOC”). As described below, Developer shall provide an additional letter of credit in an amount equal to the estimated cost of the CTOAF and the increased estimated cost of the SUFs.

In accordance with Section 11.5, Developer shall provide additional security to the

Connecting Transmission Owner for estimated CTOAF costs through an amended LOC in the
amount of $13,096,856.00 (“LOC Amount”). Said LOC Amount represents financial security
for both the CTOAF and SUF estimated costs, as set forth in Appendix A Section 4. Security for
both the CTOAFs and SUFs will be effected through the amended Letter of Credit in an amount
of $13,096,856.00, less the First Prepayment Amount if Developer has paid Connecting
Transmission Owner in full for the First Prepayment Amount. For avoidance of doubt,
Developer shall provide to Connecting Transmission Owner an amended LOC with an amended
LOC Amount of $9,167,799.20 within 30 days of execution of this Agreement.

(b) Advance Payment

The Parties agree to the following prepayment mechanism for the billing and payment of
the design, engineering, construction, installation, procurement and testing of the CTOAFs and
System Upgrade Facilities for which Connecting Transmission Owner is responsible. The
estimated cost of such work is set forth in Section 4 of Appendix A of this Agreement (“Project
Costs”). For purposes of this Agreement, the Project Costs are estimated to be $13,096,856.00.

SERVICE AGREEMENT NO. 2847

Developer agrees to make a partial payment equal to the first 30% of the total Project

Costs or $3,929,056.80 (“First Prepayment Amount”) to Connecting Transmission Owner within ten (10) days after execution of this Agreement, by all Parties.

Connecting Transmission Owner shall notify Developer when it determines that the

Project Costs will exceed the First Prepayment Amount and shall request an additional payment equal to the second 30% of the Project Costs or $3,929,056.80 (“Second Prepayment Amount”). Upon receipt of such notice by Developer, Developer shall pay to Connecting Transmission
Owner the Second Prepayment Amount within thirty (30) days of the invoice receipt. Upon
Developer’s payment of the Second Prepayment Amount, Developer shall have the right to
reduce the amended LOC Amount, dollar-for-dollar, by the amount of the Second Prepayment
Amount (i.e., $3,929,056.80).

Connecting Transmission Owner shall notify Developer when it determines that the

Project Costs will exceed the total of the First Prepayment Amount and the Second Prepayment
Amount and shall request an additional payment equal to the third 40% of the Project Costs or
$5,238,742.40. Upon receipt of such notice by Developer, Developer shall pay to Connecting
Transmission Owner the Third Prepayment Amount within 30 days of the invoice receipt. Upon
Developer’s payment of the Third Prepayment Amount, the amended LOC shall not be reduced
and shall remain in place until final reconciliation is complete and all payments are made.

If Developer elects to reduce the LOC amounts as permitted in this Section, it shall
provide amended LOC(s) in the reduced amount to LIPA in a form and substance reasonably
satisfactory to Connecting Transmission Owner for the remaining estimated Project Costs.

The First Prepayment Amount, Second Prepayment Amount, and Third Prepayment

Amount are collectively, the “Prepayment Amounts.” Connecting Transmission Owner’s

obligation to proceed with the work under this Agreement shall be contingent upon receipt of the Prepayment Amounts requested by Connecting Transmission Owner in accordance with the
terms of this Agreement.

Within approximately ninety (90) business days after the Commercial Operation Date,
the Connecting Transmission Owner shall issue to Developer an invoice detailing Developer’s
cost responsibility, if any, for the balance of the actual total Project Costs due under this
Agreement, after Connecting Transmission Owner has applied the Prepayment Amounts paid by Developer towards settlement of the final invoice. If the paid Prepayment Amounts exceed the
actual total Project Costs, Developer will receive a refund of the amount of such overpayment.
Any such payment or refund, as applicable, shall be made pursuant to Articles 12.2 and 12.3 of
this Agreement. Upon Developer’s full and complete payment of the actual total Project Costs,
as determined by the Connecting Transmission Owner pursuant to Section 12.2, Developer shall have the right to cancel the amended LOC.

The Prepayment Amounts are estimates only and shall not limit Developer’s obligation to
pay Connecting Transmission Owner for all applicable costs actually incurred by Connecting
Transmission Owner to design, engineer, procure, construct, install and test CTOAFs and System

SERVICE AGREEMENT NO. 2847

Upgrade Facilities as contemplated by this Agreement, to the extent not inconsistent with Attachment S to the NYISO OATT, including Section 25.8.6.4 of Attachment S.

SERVICE AGREEMENT NO. 2847

APPENDIX C

INTERCONNECTION DETAILS

1. Description of Large Generating Facility, including Point of Interconnection

Developer is constructing an energy storage facility located in Uptown, Suffolk County, New York (“Large Generating Facility”). The Large Generating Facility has an expected
maximum summer and winter generating and charging capacity of 76.86 MW with a reactive power capability corresponding to a power factor of 95 lagging to 95 leading.

The Large Generating Facility is comprised of twenty-seven (27) Power Electronics

Freemaq PCSK 600V FP3000K inverters. The inverters are connected via four feeders to

two1200A breakers. They then run through a 69/34.5 kV transformer to another 1200A breaker to the 8RA Ramsey Rd Substation.

The POI for the Large Generating Facility will be the southern bus connection on the
southern disconnect switch for the Circuit Breaker #3 connecting to the Large Generating
Facility within the 8RA Ramsey Rd Substation. The PCO is the terminal pads on the 8RA
Ramsey Rd Substation side of the overhead span connecting to the project within the 8RA
Ramsey Rd Substation. The POI and PCO are identified on the one-line diagram in Figure A-1
in Appendix A.

2. Developer Operating Requirements

a. Developer must comply with all applicable NYISO tariffs and procedures, as amended

from time to time.

b. Developer must comply with all applicable Connecting Transmission Owner tariffs and

procedures, as amended from time to time, to the extent not inconsistent with the terms of this Agreement, the ISO OATT, or applicable NYISO procedures.

c. Large Generating Facility’s Primary Frequency Response Operating Range

Pursuant to Article 9.5.5 of this Agreement, Developer must provide primary frequency response consistent with Articles 9.5.5, 9.5.5.1, 9.5.5.2, and 9.5.5.3 of this Agreement when its operating range is between:

Minimum State of Charge: 10%; and
Maximum State of Charge: 90%.

The operating range shall be static.

d. Connecting Transmission Owner and Developer will develop operating instructions

before commissioning activities (among other things, operating instructions will identify

C-1

SERVICE AGREEMENT NO. 2847

operation under contingency conditions etc.), to the extent not inconsistent with the terms of this Agreement, the NYISO OATT, or applicable NYISO procedures.

e. For purposes of Article 13.4.2 of this Agreement, the Connecting Transmission Owner
 shall retain the right to issue the reduction or disconnection of the Large Generating
 Facility via supervisory control.

4. Agency.

PSEG Long Island LLC (“PSEG LI”) and the Connecting Transmission Owner are

parties to the Second Amended and Restated Operations Services Agreement dated as of

December 15, 2021, which amended and restated the Amended and Restated Operations Services
Agreement dated as of December 31, 2013 (“A&R OSA”). Pursuant to the A&R OSA, PSEG LI
established an operating subsidiary known as Long Island Electric Utility Servco LLC
(“Servco”). Servco is not a party to this Agreement and is executing and administering this
Agreement on behalf of the Connecting Transmission Owner as its agent. Connecting
Transmission Owner shall have full liability under this Agreement and Servco shall have no
liability with respect to this Agreement. Servco shall be the Connecting Transmission Owner’s
representative on matters related to this Agreement, including the attached Appendices.

C-2

SERVICE AGREEMENT NO. 2847

APPENDIX D

SECURITY ARRANGEMENTS DETAILS

Infrastructure security of New York State Transmission System equipment and

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

D-1

SERVICE AGREEMENT NO. 2847

APPENDIX E-1

INITIAL SYCHRONIZATION DATE

[Date]

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

10 Krey Boulevard

Rensselaer, NY 12144

Long Island Power Authority

c/o Long Island Electric Utility Servco LLC Power Portfolios

175 East Old Country Rd.
Hicksville, NY 11801

Re:

Dear :

On [Date] [Developer] initially synchronized the Large Generating Facility [specify units, if
applicable]. This letter confirms [Developer]’s Initial Synchronization Date was [specify].

Thank you.

[Signature]

[Developer Representative]

E1-1

SERVICE AGREEMENT NO. 2847

APPENDIX E-2

COMMERCIAL OPERATION DATE

[Date]

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

10 Krey Boulevard

Rensselaer, NY 12144

Long Island Power Authority

c/o Long Island Electric Utility Servco LLC Power Portfolios

175 East Old Country Rd.
Hicksville, NY 11801

Re:

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]

E2-1

SERVICE AGREEMENT NO. 2847

APPENDIX F

ADDRESSES FOR DELIVERY OF NOTICES AND BILLINGS

Notices:

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.

Attn: Vice President, System and Resource Planning

10 Krey Boulevard

Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-6118

After commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.

Attn: Vice President, Operations

10 Krey Boulevard

Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-6118

Connecting Transmission Owner:

LIPA

333 Earle Ovington Blvd.
Uniondale, NY 11553

c/o Long Island Electric Utility Servco LLC Power Portfolios

175 East Old Country Rd. Hicksville, NY 11801 516-949-8613

With a copy to:

Director, Legal - Regulatory

Long Island Electric Utility Servco LLC 333 Earle Ovington Blvd., Suite 403 Uniondale, NY 11553

F-1

SERVICE AGREEMENT NO. 2847

Developer:

Yaphank Energy Storage, LLC c/o Savion, LLC

422 Admiral Blvd.

Kansas City, MO 64106

Attn: Senior Vice President of Interconnection
Email: dsunderman@savionenergy.com
Telephone: 785-766-7613

Yaphank Energy Storage, LLC c/o Savion, LLC

422 Admiral Blvd.

Kansas City, MO 64106

Attn: Senior Director of Transmission
Email: echam@savionenergy.com
Telephone: 913-207-9165

Yaphank Energy Storage, LLC c/o Savion, LLC

422 Admiral Blvd.

Kansas City, MO 64106

Attn: Manager of Transmission

Email: cwelch@savionenergy.com
Telephone: 816-266-5437

Billings and Payments:

Connecting Transmission Owner:

c/o Long Island Electric Utility Servco LLC Power Portfolios

175 East Old Country Rd. Hicksville, NY 11801 516-949-8613

Developer:

Yaphank Energy Storage, LLC c/o Savion, LLC

422 Admiral Blvd.

Kansas City, MO 64106

Attn: Accounts Receivable

F-2

SERVICE AGREEMENT NO. 2847

Email: accounting@savionenergy.com
Phone: 816-213-3561

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

NYISO:

Before commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.

Attn: Vice President, System and Resource Planning

10 Krey Boulevard

Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-6118

E-mail: interconnectionsupport@nyiso.com

After commercial operation of the Large Generating Facility:

New York Independent System Operator, Inc.

Attn: Vice President, Operations

10 Krey Boulevard

Rensselaer, NY 12144
Phone: (518) 356-6000
Fax: (518) 356-6118

E-mail: interconnectionsupport@nyiso.com

Connecting Transmission Owner:

c/o Long Island Electric Utility Servco LLC Power Portfolios

175 East Old Country Rd. Hicksville, NY 11801 516-949-8613

Email: Iram.Iqbal@pseg.com

Developer:

Yaphank Energy Storage, LLC c/o Savion, LLC

422 Admiral Blvd.

Kansas City, MO 64106

Attn: Senior Vice President of Interconnection
Email: dsunderman@savionenergy.com
Telephone: 785-766-7613

F-3

SERVICE AGREEMENT NO. 2847

Yaphank Energy Storage, LLC c/o Savion, LLC

422 Admiral Blvd.

Kansas City, MO 64106

Attn: Senior Director of Transmission
Email: echam@savionenergy.com
Telephone: 913-207-9165

Yaphank Energy Storage, LLC c/o Savion, LLC

422 Admiral Blvd.

Kansas City, MO 64106

Attn: Manager of Transmission

Email: cwelch@savionenergy.com
Telephone: 816-266-5437

F-4