

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CENTRAL HUDSON GAS & ELECTRIC CORPORATION
AND NEW YORK POWER AUTHORITY**

RECITALS

WHEREAS, Central Hudson Gas & Electric Corporation (“Central Hudson”) and New York Power Authority (“NYPA”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 65 (the “Transmission Agreement”), last updated November 23, 1982, under which Central Hudson provides electric transmission services to NYPA; and

WHEREAS, Central Hudson and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding

("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Central Hudson herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYPA herein. In consideration of the premises, the sufficiency of which each party acknowledges, Central Hudson and NYPA hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for marginal losses to the point of delivery under this Transmission Agreement unless NYPA has already paid for marginal losses pursuant to a downstream Transmission Agreement and that payment includes marginal losses associated with this Transmission Agreement. NYPA shall also pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with

respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations -Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Central Hudson's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Central Hudson under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as

well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be Central Hudson's 69kv Woodstock Substation and Con Edison's interconnection with Central Hudson's 345kv Rock Tavern Substation or other points of interconnection between Con Edison and Central Hudson as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYPA under this transmission agreement, NYPA will enter into an appropriate service agreement with the New York Independent System Operator ("ISO") under which NYPA will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Central Hudson under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1)

through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Central Hudson and NYPA have caused this Amendment to be executed by their respective authorized officials.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CENTRAL HUDSON GAS & ELECTRIC CORPORATION
AND ORANGE AND ROCKLAND UTILITIES

RECITALS

WHEREAS, Central Hudson Gas & Electric Corporation (“Central Hudson”) and Orange and Rockland Utilities (“Orange & Rockland”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 73 (the “Transmission Agreement”), last updated December 31, 1991, under which Central Hudson provides electric transmission services to Orange & Rockland; and

WHEREAS, Central Hudson and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Central Hudson herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to Orange & Rockland herein. In consideration of the premises, the sufficiency of which each party acknowledges, Central Hudson and Orange & Rockland hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. Orange & Rockland is responsible for marginal losses to the point of delivery under the Transmission Agreement unless Orange & Rockland has already paid for marginal losses pursuant to a downstream Transmission Agreement and that payment includes the marginal losses associated with this Transmission Agreement. Orange & Rockland shall also pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Orange & Rockland shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against Orange & Rockland with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. Orange & Rockland shall be responsible for all charges

relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against Orange & Rockland with respect to transmission service provided to Orange & Rockland under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled “Sum MW,” “Win MW,” and “Interface Allocations -Summer Period”) of the

row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by Orange & Rockland to Central Hudson's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Central Hudson under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be Central Hudson's interconnection with Niagara Mohawk at the Niagara Mohawk Leeds Substation and Orange and Rockland's Sugarloaf Substation as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and/or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by Orange & Rockland under this transmission agreement, Orange & Rockland will enter into an appropriate service agreement with the New York Independent System Operator ("ISO") under which Orange & Rockland will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Central Hudson under this Transmission Agreement..

(9) Those provisions of the Transmission Agreement that are inconsistent with the

provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Central Hudson and Orange & Rockland have caused this Amendment to be executed by their respective authorized officials.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____

Title: _____

Date: _____

ORANGE AND ROCKLAND UTILITIES

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
AND THE NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Consolidated Edison Company of New York, Inc. ("Con Edison") and the New York Power Authority ("NYPA") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 60 (the "Transmission Agreement") under which Con Edison provides electric transmission services to NYPA; and

WHEREAS, Con Edison, NYPA, and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO

OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Con Edison herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYPA herein. In consideration of the premises, the sufficiency of which each party acknowledges, Con Edison and NYPA hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall

be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for marginal losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. NYPA shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation

of the NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations - Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Con Edison's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Con Edison under the terms and conditions

of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYPA under this Transmission Agreement, NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Con Edison under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Con Edison and NYPA have caused this Amendment to be executed by their respective authorized officials.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
AND THE NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Consolidated Edison Company of New York, Inc. ("Con Edison") and the New York Power Authority ("NYPA") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 66 (the "Transmission Agreement") under which Con Edison provides electric transmission services to NYPA; and

WHEREAS, Con Edison, NYPA, and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member

Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Con Edison herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYPA herein. In consideration of the premises, the sufficiency of which each party acknowledges, Con Edison and NYPA hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for marginal losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. NYPA shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the

extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled “Sum MW,” “Win MW,” and “Interface Allocations - Summer Period”) of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Con Edison's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Con Edison under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYPA under this Transmission Agreement, NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Con Edison under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the

provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Con Edison and NYPA have caused this Amendment to be executed by their respective authorized officials.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
AND THE NEW YORK POWER AUTHORITY**

RECITALS

WHEREAS, Consolidated Edison Company of New York, Inc. ("Con Edison") and the New York Power Authority ("NYPA") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 102 (the "Transmission Agreement") under which Con Edison provides electric transmission services to NYPA; and

WHEREAS, Con Edison, NYPA, and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to

transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Con Edison herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYPA herein. In consideration of the premises, the sufficiency of which each party acknowledges, Con Edison and NYPA hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for marginal losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. NYPA shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT .

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations - Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Con Edison's transmission

system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Con Edison under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYPA under this Transmission Agreement, NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Con Edison under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall

be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Con Edison and NYPA have caused this Amendment to be executed by their respective authorized officials.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
AND THE NEW YORK POWER AUTHORITY**

RECITALS

WHEREAS, Consolidated Edison Company of New York, Inc. ("Con Edison") and the New York Power Authority ("NYPA") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 78 (the "Transmission Agreement") under which Con Edison provides electric transmission services to NYPA; and

WHEREAS, Con Edison, NYPA, and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to

transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Con Edison herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYPA herein. In consideration of the premises, the sufficiency of which each party acknowledges, Con Edison and NYPA hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for marginal losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. NYPA shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with

respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT .

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations - Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Con Edison's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Con Edison under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm

transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYPA under this Transmission Agreement, NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Con Edison under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Con Edison and NYPA have caused this Amendment to be executed by their respective authorized officials.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
AND THE NEW YORK CITY PUBLIC UTILITY SERVICE**

RECITALS

WHEREAS, Consolidated Edison Company of New York, Inc. ("Con Edison") and the New York City Public Utility Service ("NYCPUS") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 97 (the "Transmission Agreement") under which Con Edison provides electric transmission services to NYCPUS; and

WHEREAS, Con Edison and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-

Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Con Edison herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYCPUS herein. In consideration of the premises, the sufficiency of which each party acknowledges, Con Edison and NYCPUS hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYCPUS is responsible for marginal losses to the point of delivery under the Transmission Agreement unless NYCPUS has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. NYCPUS shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYCPUS shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYCPUS with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYCPUS shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYCPUS with

respect to transmission service provided to NYCPUS under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT .

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations - Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYCPUS to Con Edison's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Con Edison under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYCPUS under this Transmission Agreement, NYCPUS will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYCPUS will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Con Edison under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Con Edison and NYCPUS have caused this Amendment to be executed by their respective authorized officials.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____

Title: _____

Date: _____

NEW YORK CITY PUBLIC UTILITY SERVICE

By: _____

Title: _____

Date: _____

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.
AND THE COUNTY OF WESTCHESTER PUBLIC UTILITY SERVICE AGENCY**

RECITALS

WHEREAS, Consolidated Edison Company of New York, Inc. ("Con Edison") and the County of Westchester Public Utility Service Agency ("CWPUSC") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 98 (the "Transmission Agreement") under which Con Edison provides electric transmission services to CWPUSC; and

WHEREAS, Con Edison and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-

Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Con Edison herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to CWPUSC herein. In consideration of the premises, the sufficiency of which each party acknowledges, Con Edison and CWPUSC hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. CWPUSC is responsible for marginal losses to the point of delivery under the Transmission Agreement unless CWPUSC has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. CWPUSC shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. CWPUSC shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against CWPUSC with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. CWPUSC shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of

the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against CWPUSC with respect to transmission service provided to CWPUSC under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT .

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations - Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by CWPUSC to Con Edison's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Con Edison under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or

transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by CWPUSC under this Transmission Agreement, CWPUSC will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which CWPUSC will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Con Edison under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the

Transmission Agreement.

IN WITNESS WHEREOF, Con Edison and CWPUSC have caused this Amendment to be executed by their respective authorized officials.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

By: _____

Title: _____

Date: _____

**COUNTY OF WESTCHESTER PUBLIC UTILITY
SERVICE AGENCY**

By: _____

Title: _____

Date: _____

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION
AND
ALLEGHENY ELECTRIC COOPERATIVE, INC.**

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and Allegheny Electric Cooperative, Inc. ("Allegheny Electric") have entered into a Transmission Service Agreement, dated May 29, 1998, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to Allegheny Electric for delivery to GPU/PENELEC; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and

third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and Allegheny Electric hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to Allegheny Electric.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. Allegheny Electric is responsible for losses to the point of delivery under the Transmission Agreement unless Allegheny Electric has

already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. Allegheny Electric shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Allegheny Electric shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against Allegheny Electric with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. Allegheny Electric shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of Allegheny Electric Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against Allegheny Electric with respect to transmission service provided to Allegheny Electric under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be 30 WM. Electricity delivered by Allegheny Electric to Niagara Mohawk's transmission system in excess of this Transmission Capacity Reservation will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:

Point of Receipt: Niagara Switchyard

Point of Delivery: Erie East - South Ripley 69

Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) Allegheny Electric will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which Allegheny Electric will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and Allegheny Electric have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

ALLEGHENY ELECTRIC COOPERATIVE, INC.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND AES NY, L.L.C.

RECITALS

WHEREAS, AES NY, L.L.C. ("AES NY") has assumed the rights and obligations of Transmission Customer for a portion of a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 165 (the "Transmission Agreement"), last updated April 29, 1999, under which Niagara Mohawk Power Corporation ("Niagara Mohawk") provides electric transmission services to AES NY; and

WHEREAS, AES NY, L.L.C. has filed with FERC in Docket No. ER99-3280-000 a Notice of Succession in Ownership and Operation, under which it will request assignment of its rights and obligations under its portion of Rate Schedule 165 to AES Creative Resources, L.P. and/or AES Eastern Energy, L.P.; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27; Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and AES NY hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to AES NY.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. AES NY is responsible for losses to the point of delivery under the Transmission Agreement unless AES NY has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. AES NY shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. AES NY shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against AES NY with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. AES NY shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against AES NY with respect to transmission service provided to AES NY under the Transmission Agreement to the extent, and only to the

extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered AES NYCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Agreement, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation applicable to the Transmission Agreement shall be 298 MW. Electricity delivered by AES NY to Niagara Mohawk's transmission system in excess of this Transmission Capacity Reservation will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:
Receipt Point: Kintigh Generating Station. Delivery Point: NYSEG's Oakdale substation. Transmission service

using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) AES NY will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which AES NY will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement. The successor to AES NY approved by FERC in connection with AES’s notice of Succession in Ownership and Operation shall become the successor to the Transmission Agreement for purposes of this paragraph.

IN WITNESS WHEREOF, Niagara Mohawk and AES NY have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

AES NY, L.L.C.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

AMERICAN MUNICIPAL POWER - OHIO, INC.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and American Municipal Power - Ohio, Inc. ("AMP-Ohio") have entered into a Transmission Service Agreement, dated August 11, 1998, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to AMP-Ohio for delivery to GPU/PENELEC; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and AMP-Ohio hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to AMP-Ohio.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. AMP-Ohio is responsible for losses to the point of delivery under the Transmission Agreement unless AMP-Ohio has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. AMP-Ohio shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. AMP-Ohio shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against AMP-Ohio with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. AMP-Ohio shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of AMP-Ohio Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against AMP-Ohio with respect to transmission service provided to AMP-Ohio under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be 36 MW. Electricity delivered by AMP-Ohio to Niagara Mohawk's transmission system in excess of this Transmission Capacity Reservation will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:

Point of Receipt: Niagara Switchyard

Point of Delivery: Erie East-South Ripley 69

Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) AMP-Ohio will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which AMP-Ohio will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and AMP-Ohio have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

AMERICAN MUNICIPAL POWER - OHIO, INC.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION AND
CITY OF NIAGARA FALLS

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and City of Niagara Falls (“Niagara Falls”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 134 (the “Transmission Agreement”), last updated November 27, 1985 under which Niagara Mohawk provides electric transmission services to Niagara Falls; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding

("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27; Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and Niagara Falls hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Falls.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. Niagara Falls is responsible for losses to the point of delivery under the Transmission Agreement unless Niagara Falls has already paid for losses pursuant to a

downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. Niagara Falls shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Niagara Falls shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against Niagara Falls with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. Niagara Falls shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”).

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the

Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be those specified in paragraph (7) below. Electricity delivered by Niagara Falls to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in paragraph (7) below will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be: Receipt Point: Power Authority of the State of New York's Niagara Switchyard; Delivery Points: Niagara Falls Convention Center - 28.2 kw; Niagara Falls Wintergarden - 34.8 kw; Niagara Falls E. Dent Lackey Plaza - 96.5 kw; New York State Parks & Recreation - 49.7 kw; Festival of Lights - 11.86. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) Niagara Falls will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which Niagara Falls will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and Niagara Falls have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

CITY OF NIAGARA FALLS

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION AND
INDECK ENERGY SERVICES OF CORINTH, INC.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and Indeck Energy Services of Corinth, Inc. (“Indeck Corinth”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 175 (the “Transmission Agreement”), last updated June 26, 1991, under which Niagara Mohawk provides electric transmission services to Indeck Corinth; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and Indeck Corinth hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to Indeck Corinth.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. Indeck Corinth is responsible for losses to the point of

delivery under the Transmission Agreement unless Indeck Corinth has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. Indeck Corinth shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Indeck Corinth shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against Indeck Corinth with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. Indeck Corinth shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against Indeck Corinth with respect to transmission service provided to Indeck Corinth under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations -Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by Indeck Corinth to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:

Receipt Point: Indeck-Corinth Plant; Delivery Point: Niagara Mohawk's Pleasant Valley Substation.

Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) Indeck Corinth will enter into an appropriate service agreement with the New York

Independent System Operator ("ISO") under which Indeck Corinth will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the

provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be

binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk Power Corporation and Indeck Energy Services of Corinth, Inc. have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

INDECK ENERGY SERVICES OF CORINTH, INC.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION AND
LOCKPORT ENERGY ASSOCIATES, L.P.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and Lockport Energy Associates, L.P. (“Lockport”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 172 (the “Transmission Agreement”), last updated June 24, 1993, under which Niagara Mohawk provides electric transmission services to Lockport; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and Lockport hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to Lockport.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. Lockport is responsible for losses to the point of

delivery under the Transmission Agreement unless Lockport has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. Lockport shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Lockport shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against Lockport with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. Lockport shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against Lockport with respect to transmission service provided to Lockport under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations -Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by Lockport to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:
Receipt Point: Niagara Mohawk's Lockport Substation; Delivery Point: Niagara Mohawk's Gardenville

Substation. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) Lockport will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which Lockport will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk Power Corporation and Lockport Energy Associates, L.P. have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

LOCKPORT ENERGY ASSOCIATES, L.P.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NMEM, INC.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and NMEM, Inc. ("NMEM") have entered into a Transmission Service Agreement, dated January 4, 1999, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NMEM for delivery from Indeck - Olean to PJM West Interconnection on NMPC's System; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NMEM hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NMEM.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated

into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NMEM is responsible for losses to the point of delivery under the Transmission Agreement unless NMEM has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NMEM shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NMEM shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NMEM with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NMEM shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NMEM with respect to transmission service provided to NMEM under the Transmission Agreement to the extent, and only to the extent, that the electricity

delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NMEM to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NMEM will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NMEM will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NMEM have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NMEM, INC.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NMEM, INC.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and NMEM, Inc. ("NMEM") have entered into a Transmission Service Agreement, dated January 4, 1999, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NMEM for delivery from Indeck - Illion to PJM West Interconnection on NMPC's System; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a

generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NMEM hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NMEM.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NMEM is responsible for losses to the point of delivery under the Transmission Agreement unless NMEM has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NMEM shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NMEM shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NMEM with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NMEM shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NMEM with respect to transmission service provided to NMEM under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO

OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NMEM to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NMEM will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NMEM will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NMEM have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NMEM, INC.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NMEM, INC.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and NMEM, Inc. ("NMEM") have entered into a Transmission Service Agreement, dated January 4, 1999, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NMEM for delivery to PJM West Interconnection on NMPC's System; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NMEM hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NMEM.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NMEM is responsible for losses to the point of delivery under the Transmission Agreement unless NMEM has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NMEM shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NMEM shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NMEM with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NMEM shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NMEM Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NMEM with respect to transmission service provided to NMEM under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NMEM to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NMEM will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NMEM will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NMEM have caused this Amendment to be executed

by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NMEM, INC.

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated November 4, 1997, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to BOC Gases' Substation (Selkirk); and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing IN Compliance With the Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member

System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and thirty party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses

pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement.

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator ("ISO") under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk's Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk's Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated February 3, 1998, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to Encore Paper's Substation; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement.

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated April 15, 1999, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to Encore Paper's Substation; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated May 29, 1998, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to Norampac Industries, Inc. (Cascades) Substation (Niagara Falls); and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a

generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO

OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated July 23, 1997, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to Air Products' Substation (Selkirk); and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated July 23, 1997, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to BOC Gases' Substation (Buffalo); and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated July 23, 1997, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to BOC Gases' Substation (Selkirk); and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge ("NTAC"). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator ("ISO") under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk's Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk's Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated July 23, 1997, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to Cascades Niagara Falls Inc. Substation (Niagara Falls); and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated July 23, 1997, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to Encore Paper's Substation; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in the Transmission Agreement will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those set forth in the Transmission Agreement. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("Niagara Mohawk") and New York Power Authority ("NYPA") have entered into a Transmission Service Agreement, dated April 28, 1998, under Niagara Mohawk's Open Access Transmission Tariff (the "Transmission Agreement"), under which Niagara Mohawk provides electric transmission services to NYPA for delivery to retail customers; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

- (1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing

for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be as set out in Attachment A to this Amendment. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified herein will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:

Point of Receipt: Niagara Mohawk's Edic Substation;

Point of Delivery: (See Attachment A).

Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator ("ISO") under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk's Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk's Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

NEW YORK POWER AUTHORITY

By: _____

Title: _____

Date: _____

ATTACHMENT A

Points(s) of Delivery:

- 4.1 Over Central to Genessee to Frontier OASIS interface paths to 530 Fillmore Avenue, Tonawanda, NY (Air-Lock Plastics, Inc. 400 kW)
- 4.2 Over Central to Adirondack OASIS interface paths to Newton Falls Mill, Newton Falls, NY (Appleton Papers Inc. 3,000 kW)
- 4.3 Over Central to Genessee OASIS interface paths to 165 Platt St., Albion, NY (Avon Injected Rubber & Plastics, Inc. 400 kW)
- 4.4 Over Central OASIS interface path to 45 Cleveland Street, Cortland, NY (Cooper Hand Tools 2,200 kW)
- 4.5 Over Central to Genessee to Frontier OASIS interface paths to S-3663 Lake Shore Rd. Buffalo, NY (Ford Motor Company 5,000 kW)
- 4.6 Over Central OASIS interface path to 2395 Main Street, Clayville, NY (Homogeneous Metals, Inc. 500 kW)
- 4.7 Over Central to Genessee to Frontier OASIS interface paths to 2381 Fillmore Avenue, Buffalo, NY (Kaufman's Bakery, Inc. 400 kW)
- 4.8 Over Central OASIS interface path to 6600 Chrysler Drive, East Syracuse, NY (New Venture Gear, Inc. 5,000 kW)
- 4.9 Over Central OASIS interface path to 4 Rasbach Street, Canastota, NY (Queensboro Farm Products 500 kW)

Amendment No. 1 Points of Delivery:

- 4.10 Over Central OASIS interface path to 6000 Thompson Road, East Syracuse, NY (Bristol-Myers Squibb 5,000 kW)
- 4.11 Over Central OASIS interface path to 220 Chicago St. Ind., Buffalo, NY (Deck Brothers Inc. 179 kW)
- 4.12 Over Central OASIS interface path to 36A Garden St., New York Mills, NY (Rich Plan 200 kW)

4.13 Over Central OASIS interface path to 1200 Northland Ave., Buffalo, NY

(TMP Technologies 280 kW)

4.14 Over Central OASIS interface path to 6 Apollo Drive, Batavia, NY

(Tompkins Metal Finishings Inc. 300 kW)

4.15 Over Central OASIS interface path to Bridge St. P6, North Tonawanda, NY

(International Filler 400 kW)

Amendment No. 2 Points of Delivery:

4.16 Over Central OASIS interface path to 4341 State Street Road, Skaneateles Falls, NY (Welch Allyn, Inc. 2,000 kW)

4.17 Over Central OASIS interface path to 7528 State Fair Blvd.

Baldwinsville, NY (Syroco, Inc. 750 kW)

4.18 Over Central OASIS interface path to 421 Ridge Street, Rome, NY (Rome Cable Corp. 2,150 kW)

4.19 Over Central OASIS interface path to S3762 Hoover Road, Blasdell, NY

(Snyder Tank Corp. 400 kW)

4.20 Over Central OASIS interface path to 7400 Morgan Road, Liverpool, NY (JJ Pietrafssa Co. 600 kW)

4.21 Over Central OASIS interface path to 213 Factory St., Watertown, NY

(Knowlton Speciality Papers, Inc. 650 kW)

4.22 Over Central OASIS interface path to 1728 Burnet Ave. Syracuse, NY

(Kilian Mfg. Corp. 400 kW)

4.23 Over Central OASIS interface path to 6393 Coffeen St., Watertown, NY

(Bomas Inc. 400 kW)

4.24 Over Central OASIS interface path to Lake Colby Dr., Saranac Lake, NY

(Adirondack Medical Center 200 kW)

- 4.25 Over Central OASIS interface path to 2230 South Park Ave., Buffalo, NY
(Consumer's Beverages, Inc. 220 kW)

Amendment to 3 Points of Delivery:

- 4.26 Over Central OASIS interface path to Seneca Street, Rome, NY (Revere Copper Products 2,000 kW)
- 4.27 Over Central OASIS interface path to 7785 North State Street, Lowville, NY (Lewis County General Hospital 200 kW)

Amendment No. 4 Points of Delivery:

- 4.28 Over Central OASIS interface path to 177 West Barney Street, Gouverneur, NY (E. J. Noble hospital 100 kW)
- 4.29 Over Central OASIS interface path to 3643 NYS Route 281, Cortland, NY (Pall Trinity Micro Division of Pall corp. 2,750 kW)

Amendment No. 5 Points of Delivery:

- 4.30 Over Central OASIS interface path to 178 Industrial Park Drive, Frankfort, NY (Granny's Kitchen, 2 Accts at 170 kW & 230 kW)
- 4.31 Over Central OASIS interface path to 1676 Sunset Avenue, Utica, NY (Paxton Hospital 350 kW)
- 4.32 Over Central OASIS interface path to 125 Rasbach St., Canastota, NY (Diamonding Corp. 200 kW)
- 4.33 Over Central OASIS interface path to 7th North and Wolf Sts., Syracuse, NY (Cooper Industries, Crouse Hinds Div. 3,000 kW)
- 4.34 Over Central OASIS interface path to 301 Prospect Ave., Syracuse, NY (St. Joseph's Hospital Health Center 1,000 kW)
- 4.35 Over Central OASIS interface path to 2777 Rt. 20 East, Cazenovia, NY (Dielectric Laboratories 400 kW)
- 4.36 Over Central OASIS interface path to 683 Northland Avenue, Buffalo, NY

- (CNB International, Inc. 1,000 kW)
- 4.37 Over Central OASIS interface path to 103 South Clark ST., Olean, NY (Dal Tile Corp., 1,000 kW)
- 4.38 Over Central OASIS interface path to One Technology Place, Caledonia, NY (CEN Electronics, 300 kW)
- 4.39 Over Central OASIS interface path to 4 Sweeney St., North Tonawanda, NY (Snyder Industries, Inc. 250 kW)
- 4.40 Over Central OASIS interface path to 661 Willet Road, Buffalo, NY (Vesuvius USA Corp., 750 kW)
- 4.41 Over Central OASIS interface path to 115 Ash St., Buffalo, NY (Carton-Craft Corp., 300 kW)
- 4.42 Over Central OASIS interface path to 237 Commerce Dr., Amherst, NY (Amherst Tool & Automotive Co., Inc. 178 kW)
- 4.43 Over Central OASIS interface path to 237 Fillmore Ave., Tonawanda, NY (Louis Levin Company of Tonawanda, Inc. 100 kW)
- 4.44 Over Central OASIS interface path to Champlin Ave. New Hartford, NY (St. Luke's Memorial Hospital Center 700 kW)

Amendment No. 6 Points of Delivery:

- 4.45 Over Central OASIS interface path to 22 County Rte. 52, North Lawrence, NY (Kraft Foods, Inc. 1, 000 kW)
- 4.46 Over Central OASIS interface path to 7388 Utica Blvd., Lowville, NY (Kraft Foods, Inc. 2,000 kW)
- 4.47 Over Central OASIS interface path to 30 Buck St., Canton, NY (Kraft Foods, Inc. 700 kW)
- 4.48 Over Central OASIS interface path to 740 Water Street, Watertown, NY (Cahpin Watermatics, Inc. 400 kW)
- 4.49 Over Central OASIS interface path to 186 Colgate Avenue, Buffalo, NY (F.P. Pla Tool & Mfg., Co., Inc. 100 kW)
- 4.50 Over Central OASIS interface path to 6200 East Molloy Road, E. Syracuse, NY (MGI Products, Inc. 180 kW)
- 4.51 Over Central OASIS interface path to 67451 Thompson Road, North, Syracuse, NY (Higbee, Inc. 100 kW)
- 4.52 Over Central OASIS interface path to 300 East Niagara St., Tonawanda, NY (Great Lakes Metal Treating, Inc. 250 kW)

Amendment No. 7 Points of Delivery:

- 4.53 Over Central OASIS interface path to 4981 Commercial Dr., Yorkville, NY (Arctic Storage of Utica, Inc. 160 kW)
- 4.54 Over Central OASIS interface path to 502 Court St., Utica, NY (Brodock Press, Inc. 400 kW)
- 4.55 Over Central OASIS interface path to 529 Central Ave., Dunkirk, NY (Brooks Memorial Hospital 400 kW)
- 4.56 Over Central OASIS interface path to 1 Bridge St. Brownville, NY

- (Brownville Specialty Paper Products 600 kW)
- 4.57 Over Central OASIS interface path to 8478 Pardee Road, Cicero, NY
(Clinton's Ditch Cooperative Company, Inc. 800 kW)
- 4.58 Over Central OASIS interface path to two locations in Tonawanda, NY and
one location in Buffalo, NY (Hebeler Corp. 350 kW)
- 4.59 Over Central OASIS interface path to 811 Edwards St., Utica, NY (Matt
Brewing Company 600 kW)
- 4.60 Over Central OASIS interface path to 565 Abbott Rd., Buffalo, NY (Mercy
Hospital of Buffalo 1,000 kW)
- 4.61 Over Central OASIS interface path to 5300 Military Rd., Lawiston, NY
(Mount St. Mary's Hospital 350 kW)
- 4.62 Over Central OASIS interface path to 621 Tenth St., Niagara Falls, NY
(Niagara Falls Memorial Medical Center 500 kW)
- 4.63 Over Central OASIS interface path to 4980 Turner Rd., Jamestown, NY
(Products Machine Company 350 kW)
- 4.64 Over Central OASIS interface path to 2214 Whitesboro St., Utica, NY
(Utica Converters, Inc. 1,400 kW)

Amendment No. 8 Points of Delivery:

- 4.65 Over Central OASIS interface path to 750 East Ferry St., Buffalo, NY
(Buffalo Technologies Corporation 500 kW)
- 4.66 Over Central OASIS interface path to 40 Greenman Ave., New York Mills,
NY (DiHighway Sign & Structure Corp. 170 kW)
- 4.67 Over Central OASIS interface path to Industrial Park Dr., Frankfort, NY
(Faster Form Corp. 100 kW)
- 4.68 Over Central OASIS interface path to 200 Seward Ave., Utica, NY (Divine
Brothers 375 kW)
- 4.69 Over Central OASIS interface path to Mill St., and Maple Ave.,
Ellicottville, Ny (Fitzpatrick & Weller, Inc. 1,000 kW)
- 4.70 Over Central OASIS interface path to 2855 Girts Rd., Jamestown, NY
(Jamestown Advanced Products, Inc. 300 kW)
- 4.71 Over Central OASIS interface path to 25 Rano St., Buffalo, NY (Marlette
National corporation 500 kW)
- 4.72 Over Central OASIS interface path to 7389 Lake Rd., Barker, NY (Mayer
Bros. Apple Products, Inc. 300 kW)
- 4.73 Over Central OASIS interface path to 555 So. Fourth St., Fulton, NY
(Nestle Chocolate & Confections 2,500 kW)
- 4.74 Over Central OASIS interface path to 5900 Firestone Dr., Syracuse, NY
(Oberdorfer Pumps, Inc. 140 kW)
- 4.75 Over Central OASIS interface path to 7655 Edgecomb Dr., Liverpool, NY
(Onondaga Beverage Corp. 120 kW)
- 4.76 Over Central OASIS interface path to 111 W. Avenue, Albion, NY (Ontario
Foods, Inc. 1, 000 kW)
- 4.77 Over Central OASIS interface path to 123 County Route 101, South

- Bethlehem, NY (Oldcastle Precast East, Inc. d.b.a. Spancrete Northeast 350 kW)
- 4.78 Over Central OASIS interface path to 110 Luther Ave., Liverpool, NY (Syracuse Label Co., Inc. 300 kW)
- 4.79 Over Central OASIS interface path to 400 Clinton St., Fayetteville, NY (Syracuse Plastics, Inc. 400 kW)
- 4.80 Over Central OASIS interface path to 4855 Executive Dr., Liverpool, NY (Precision Systems Mfg., Inc. 200 kW)
- 4.81 Over Central OASIS interface path to Turin Rd. and to Dominick St., Rome NY (The Beeches of Rome, NY 300 kW)

Amendment No. 9 Points of Delivery:

- 4.82 Over Central OASIS interface path to 3736 Kellogg Rd., Cortland, NY (Cortland Line Company, Inc. 450 kW)
- 4.83 Over Central OASIS interface path to 1 Main St., Dodgeville, NY (Daniel Green Company 400 kW)
- 4.84 Over Central OASIS interface path to 362 Route 13 South, Cortland, NY (Distributor Data Forms, Inc. 100 kW)
- 4.85 Over Central OASIS interface path to 251 Seneca St., Buffalo, NY (Ethox Corp. 500 kW)
- 4.86 Over Central OASIS interface path to 1000 E. Niagara St., Tonawanda, NY (Exolon-Esk Company 600 kW)
- 4.87 Over Central OASIS interface path to 901 E. Genessee St., Chittenango, NY (Gray-Syracuse, Inc. 1,250 kW)

- 4.88 Over Central OASIS interface path to 175 Standard Parkway, Cheektowaga, NY (ITT Standard, d.b.a. ITT Heat Transfer 1,000 kW)
- 4.89 Over Central OASIS interface path to 239 Van Rensselaer St., Buffalo, NY (Par Foam Products, Inc. 230 kW)
- 4.90 Over Central OASIS interface path to 110 Vilas Hall, St., Lawrence University (St. Lawrence University 800 kW)
- 4.91 Over Central OASIS interface path to 2900 Court St., Syracuse, NY (Syracuse China Company 500 kW)
- 4.92 Over Central OASIS interface path to 4054 New Court Ave., Syracuse, NY (Midstate Spring, Inc. 140 kW)
- 4.93 Over Central OASIS interface path to 2201 Dwyer Ave., Utica, NY (The Utica Companies 300 kW)
- 4.94 Over Central OASIS interface path to one location at Fulton Boiler Works (268 kW) and one location at Fulton Termal (132 kW) (The Fulton Companies)
- 4.95 Over Central OASIS interface path to one location at SU MS7 (1,200 kW), one location at SU S2 Manley Field House (400 kW), one location at SU Comstock Art (50 kW), two locations at SU N 96 Archbold Theater (200 kW), one location at SU N53 University College (100 kW), and one location at SU Parking Garage (50 kW) (Syracuse University)

Amendment No. 10 Points of Delivery

- 4.96 Over Central OASIS interface path to one location at 2501 Broadway, Cheektowaga, NY and one location at 260 State St., Brockport, NY (Allied Frozen Storage, Inc. 400 kW)
- 4.97 Over Central OASIS interface path to 400 Pulaski St., Syracuse, NY

(Anoplate Corp. 450 kW)

4.98 Over Central OASIS interface path to 36 Railroad Ave., Frewsburg, NY

(Ethan Allen, Inc. 500 kW)

4.99 Over Central OASIS interface path to 102 Church St., Canajoharie, NY

(Beech Nut Nutrition Corp. 1,500 kW)

Amendment No. 11 Points of Delivery:

4.100 Over Central OASIS interface path to 7612 Utica Blvd., Lowville, NY (AMF

Bowling, Inc. 500 kW)

4.101 Over Central OASIS interface path to 240 Oneida St., Syracuse, NY (Byrne

Dairy, Inc. 300 kW)

4.102 Over Central OASIS interface path to 54 Main St., Camillus, NY (Camillus

Cutlery Company, Inc. 450 kW)

4.103 Over Central OASIS interface path to 58 Pendleton St., Cortland, NY

(Natrium Products, Inc. 90 kW)

4.104 Over Central OASIS interface path to one location at Lorings Crossing,

Cortland, NY, Suite-Kote Corp.; one location at RD#1 McGraw, NY,

Polkville Crushed Stone; one location at Health Camp Rd. & Rt. 11, Home,

NY, Homer Materials (Suite-Kote Corp. 1,400 kW)

4.105 Over Central OASIS interface path to 1400 William St., Buffalo, NY

(Federal Bakers Supply Corp. (260 kW)

- 4.106 Over Central OASIS interface path to one location at 6755, 6759 and 6761 Thompson Road North, Syracuse, NY (PCI paper Conversions, Inc. (400 kW)
- 4.107 Over Central OASIS interface path to 2050 Tilden Avenue, New Hartford, NY (Charles T. Sitrin Health Care Center, Inc. 300 kW)
- 4.108 Over Central OASIS interface path to one location at 321 Genessee St., Oneida, NY; one location at 221 Broad St., Oneida, NY; one location at 210 Farrier Ave., Oneida, NY; one location at 301 Genessee St., Oneida, NY; one location at North Main St. Medical Bldg., Oneida, NY; one location at 117 W. Center St., Canastota, NY; and one location at 607 Seneca St. Ext., Oneida, NY (Oneida Healthcare Center 400 kW)

Amendment No. 12 Points of Delivery:

- 4.110 Over Central OASIS interface path to 56 Harvester Avenue, Batavia, NY (Batavia Industrial center 700 kW)
- 4.111 Over Central OASIS interface path to 393 US Route 11, Cortland, NY (Intertek Testing Services 600 kW)
- 4.112 Over Central OASIS interface path to 2711 Route 20 East, Cazenovia, NY (Marquardt Switches, Inc. 200 kW)
- 4.113 Over Central OASIS interface path to 098 Ellicott St., Buffalo, NY (Osmose Wood Preserving, Inc. 300 kW)
- 4.114 Over Central OASIS interface path to One Remington Park Dr., Cazenovia, NY (Stearns & Wheeler, LLC 165 kW)
- 4.115 Over Central OASIS interface path to Commercial Dr., Yorkville, NY (Vicks Lithograph & Printing Corp. 750 kW)

Amendment No. 13 Points of Delivery:

- 4.116 Over Central OASIS interface path to One Newell Lane, Chadwicks, NY
(Mohawk Ltd., 150 kW)
- 4.117 Over Central OASIS interface path to one location at 1676 Lincoln Ave.,
Utica, NY and one location at 36 Robinson Rd., Clinton, NY (Indium
Corporation of America 600 kW)
- 4.118 Over Central OASIS interface path to Horton Rd., Great Valley, NY
(Gernatt Asphalt Product, Inc. 800 kW)
- 4.119 Over Central OASIS interface path to 6635 Kirkville Rd., East Syracuse,
NY (Anaren Microwave, Inc. 750 kW)
- 4.120 Over Central OASIS interface path to One Bernzomatic Dr., Medina, NY
(Bernzomatic Division of Newell Co. 400 kW)
- 4.121 Over Central OASIS interface path to 111 Doyle Dr., North Tonawanda, NY
(Confer Plastics 600 kW)

- 4.122 Over Central OASIS interface path to 575 State Fair Blvd., Solvay, NY
(Crucible Specialty Metals 4,000 kW)
- 4.123 Over Central OASIS interface path to 779 Washington St., 775 Washington
St., and 65 Goodell, Buffalo, NY (Eastman Machine Company 400 kW)
- 4.124 Over Central OASIS interface path to 54 S. Michigan Ave., Buffalo, NY
(General Mills Operations, Inc. 1,000 kW)
- 4.125 Over Central OASIS interface path to 2201 Bailey Ave., Buffalo, NY
(Harmac Medical Products, Inc. 650 kW)
- 4.126 Over Central OASIS interface path to 196 Philadelphia St., Buffalo, NY
(HFG Industries, Inc. 250 kW)
- 4.127 Over Central OASIS interface path to 547A Sissonville Rd., Potsdam, NY
(Mead Specialty Paper 900 kW)
- 4.128 Over Central OASIS interface path to 123 Great Bear Rd., Fulton, NY
(Owens-Brockway Glass Container, Inc. 2,500 kW)
- 4.129 Over Central OASIS interface path to 501 W. Embargo St., Rome, NY (Rome
Specialty Company 135 kW)
- 4.130 Over Central OASIS interface path to 852 Kensington Ave., Buffalo, NY
(Winfield Industries, Inc. 300 kW)

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION AND

POWER AUTHORITY OF THE STATE OF NEW YORK

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and the Power Authority of the State of New York (“NYPA”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 136 (the “Transmission Agreement”), last updated July 30, 1985, under which Niagara Mohawk provides electric transmission services to NYPA; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding (“January 27 Order”) requiring a uniform and simplified amendment with respect to intra-Member

System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement.

NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”).

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations -Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be: Receipt Point: NYPA's Niagara Switchyard; Delivery Point: Niagara Frontier Delavan Station, Buffalo, New York. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York

Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION AND

POWER AUTHORITY OF THE STATE OF NEW YORK

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and the Power Authority of the State of New York (“NYPA”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 138 (the “Transmission Agreement”), last updated December 5, 1990, under which Niagara Mohawk provides electric transmission services to NYPA; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part

of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery

under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in Attachment A hereto. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in Attachment A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those specified in Attachment A. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk Power Corporation and the Power Authority of the State of New York have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Title: _____

Date: _____

SCHEDULE A

ATTACHMENT A

| Out of State Municipal Customers | MW from St. Lawrence | NW from Niagara | MW to |
|---|---------------------------------|----------------------------|--------------------------|
| Connecticut | 5.1 | 14.7 | Alpes - Berkshire |
| Massachusetts | 9.0 | 68.6 | Alpes - Berkshire |
| City of Cleveland, Ohio | 9.8 | 35.2 | Erie East - S. Ripley 69 |
| Allegheny Electric | 11.1 | 26.4 | Erie East - S. Ripley 69 |
| Rhode Island | 1.5 | 0.8 | Alpes - Berkshire |

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND POWER AUTHORITY OF THE STATE OF NEW YORK

RECITALS

WHEREAS, Niagara Mohawk Power Corporation ("NIAGARA MOHAWK") and the Power Authority of the State of New York ("NYPA") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 159 (the "Transmission Agreement"), last updated February 22, 1989, under which NIAGARA MOHAWK delivers Expansion Power produced by the NYPA to certain retail customers on NIAGARA MOHAWK's transmission and distribution system; and

WHEREAS, NIAGARA MOHAWK, NYPA and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such Proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System

agreements and permitting the NYPP Member Systems to file Amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems;

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999 the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions;

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, NIAGARA MOHAWK and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to NIAGARA MOHAWK; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement in the manner specified herein:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. In order to incorporate these provisions into the Transmission Agreement and to provide for the recovery of all rates and charges associated therewith from retail customers on NIAGARA MOHAWK's system receiving Expansion Power, Exhibit 1, Schedule B of the Transmission Agreement shall be replaced with revised Exhibit 1, Schedule B attached hereto.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NIAGARA MOHAWK shall be responsible for Scheduling of deliveries of electricity with the ISO in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services, and Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge ("NTAC"). In order to incorporate these provisions into the Transmission Agreement and to provide for the recovery of all rates and charges associated therewith from retail customers on NIAGARA MOHAWK's system receiving Expansion Power, Exhibit 1, Schedule A of the Transmission Agreement shall be replaced with the revised Exhibit 1, Schedule A attached hereto.

(4) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs. Authority to exercise such rights under this Agreement shall be vested in NIAGARA MOHAWK.

The methods, procedures, rates, and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (4), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Agreement, shall also be incorporated into the Transmission Agreement:

(5) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the kilowatt amount(s) set forth in Attachment C hereto. Transmission service furnished in connection with the delivery

of quantities of Expansion Power in excess of the Transmission Capacity Reservations specified in Attachment C hereto will be provided by NIAGARA MOHAWK under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(6) The injection and delivery points applicable to the Transmission Agreement shall be as set forth in Attachment C hereto. Transmission service using different injection and/or delivery points will be provided by NIAGARA MOHAWK under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) NIAGARA MOHAWK will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which the ISO will bill NIAGARA MOHAWK directly for any and all charges and assessments associated with the ancillary services, losses, and NTAC provisions incorporated by paragraph (1) and (3) above. NIAGARA MOHAWK shall in turn recover these costs from its retail customers receiving Expansion Power delivered pursuant to NIAGARA MOHAWK's Rate Schedule No. 159 pursuant to the provisions of their individual allocation and service agreements with the NYPA and the NIAGARA MOHAWK. NIAGARA MOHAWK shall not be obligated to compensate the ISO for any charges relating to Ancillary Services, Marginal Losses or NTAC which the NIAGARA MOHAWK is unable to recover from such Expansion Power customers.

(8) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, and procedures incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, and procedures. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(9) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, NIAGARA MOHAWK and NYPA have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Title: _____

Date: _____

EXHIBIT 1

SCHEDULE B

APPLICATION FOR ELECTRIC SERVICE
AND
RESALE AGREEMENT

EXHIBIT 1
SCHEDULE B

MISCELLANEOUS EXPANSION POWER ITEMS

1. Loss factors
2. Billing and Late payment charge
3. Interest on customer deposits
4. Applicable month determination
5. Demand integration

1. Loss Adjustment. Section 15.7 and Schedule 7 of the ISO OATT, providing for the assessment and computation of transmission losses, as such provisions may be amended, modified and supplemented from time to time, shall be incorporated into this Exhibit I, Schedule B. The methods, procedures, rates and charges established by the Independent System Operator under Section 15.7 and Schedule 7, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into this Exhibit I, Schedule B. The Company shall also be entitled to recover for all losses not covered by the ISO Tariff up to the point at which electricity supplied under this agreement is delivered to the Expansion Power Customer as follows:

| | | |
|----|-------------------------------|-------|
| a. | Over 60 kiloVolts | 0% |
| b. | 22 kiloVolts to 50 kiloVolts | 2.26% |
| c. | 2.2 kiloVolts to 15 kiloVolts | 5.33% |

2. Payment by customer is due when bill is rendered. Customer is in default unless payment is made at or is mailed to designated office or bill-paying agency of Company on or before the twentieth day of the month following the period for which the bill is rendered or ten (10) days after the bill is rendered, whichever is later. Payment must be made without regard to any counterclaims whatever. Failure to receive a bill does not relieve Customer of responsibility for payment of amounts due.

A late payment charge of one and one-half percent (1-1/2%) shall be applied and added to the customer's cumulative unpaid balance on the first day of the calendar month succeeding the date of a Customer's default and successive months thereafter, until such time as the customer pays in full the cumulative amount due, including the late interest charge. Company shall have the right upon not less than fifteen (15) days' advance written notice to Customer to discontinue furnishing electric service to Customer for non-payment of bills and to refuse to resume same so long as any part of the amount due remains unpaid. Such discontinuance of electric service will not relieve

the Customer of liability for any minimum charge during the time electric service is so discontinued. The rights given herein to Company shall be in addition to all other remedies available to Company, either at law or in equity, for the breach of any of the provisions hereof.

3. When a deposit from an Expansion Power customer is required by the Company, the Customer shall be entitled to interest thereon at the rate per annum of eight and one-fourth percent (8-1/4%) or such other interest rate which would apply to customer deposits held by the Company for similarly situated retail electric customers.

4. The applicable period in months for determining the Expansion Power customer's highest 30-minute integrated demand recorded at the delivery point ending with the current month is 12 months provided, however, that if the sum of the Customer's allocations of Authority power is decreased during the term of this Agreement, the applicable months shall not include any of the months preceding the effective date of such decrease.

5. The 30-minute integrated demands shall normally be arrived at by accumulating (in KWh per hour) delivered energy over the 30-minute interval. Conversion from 15-minute to 30-minute demands will normally be arrived at by accumulating (in KWh per hour) delivered energy over 30-minutes rather than 15-minutes and vice versa.

6. When metering is on the low side of the receiving substation, meter readings shall be adjusted before determination of billing amounts as follows: (a) When a transformer or bank of transformers is rated at 1000 KVA or more: Metered active demands will be multiplied by a factor based on transformer efficiency at 80% KVA load. Metered energy will be multiplied by a factor based on load losses of transformers at 80% KVA load to which will be added the constant no-load transformer losses at normal voltage for 730 hours per month. The multiplying factors and no-load losses will be derived from data published by the transformer manufacturer, when available, or by General Electric Company for transformers of similar voltage, type, and size. (b) In all other cases, metered energy will be increased by three percent.

| <u>Company</u> | <u>Service Address</u> | <u>Allocation</u> |
|------------------------------------|---|-------------------|
| 1 3M O-Cel-O | 305 Sawyer Ave., Tonawanda, NY | 1,500 |
| 2 ADM Milling (Pillsbury) | 250 Ganson St., Buffalo, NY | 1,500 |
| 3 Al Tech Spec Steel | Willowbrook Ave., Dunkirk, NY | 6,800 |
| 4 American Axle & Mfg. | 1001 E. Delavan Ave., Buffalo, NY | 2,700 |
| 5 American Axle & Mfg. | 2390 Kenmore Ave., Tonawanda, NY | 3,500 |
| 6 Bar Technology | S-3049 Lakeshore Rd., Hamburg, NY | 7,400 |
| 7 Bethlehem Steel Corp. | 3555 Lake Shore Rd., Buffalo, NY | 9,850 |
| 8 Airco Ind. Gases | 101 Katherine St. Buffalo, NY | 11,970 |
| 9 Brunner, Inc. | 3959 Bates Road, Ridgeway, NY | 1,800 |
| 10 Buffalo Newspress | 200 Broadway, Buffalo, NY | 250 |
| 11 Buffalo Specialty Products | S. 3100 Lake Shore Road, Buffalo, NY | 900 |
| 12 Carbon Graphite Group | 4861 Packard Rd., Niagara Falls, NY | 23,900 |
| 13 Cliffstar Corp. | One Cliffstar Ave., Dunkirk, NY | 1,000 |
| 14 Con Agra | 120 Childs Street, Buffalo, NY | 700 |
| 15 Coyne Textiles Services | 111 James E. Casey Dr., Buffalo, NY | 350 |
| 16 Dunlop Tire Corp. | 10 Sheridan Drive, Tonawanda, NY | 6,000 |
| 17 E.I. DuPont de Nemours | Buffalo Ave. & 26 th Street, Niagara Falls, NY | 2,000 |
| 18 E.I. DuPont de Nemours | River Rd., Tonawanda, NY | 1,800 |
| 19 Euro United Corp. | 901 Furhman Blvd., Blvd. Buffalo, NY | 1,400 |
| 20 Fairbank Reconstruction Co. | One Fairbank Road, Ashville, NY | 700 |
| 21 Fieldbrook Farms Ice Cream | 811 Main St., Dunkirk, NY | 3,000 |
| 22 F.N. Burt | 2345 Walden Avenue, Cheektowaga, NY | 400 |
| 23 Ford Motor Company | S-3663 Lake Shore Rd., Buffalo, NY | 2,900 |
| 24 Freezer Queen Foods | 975 Furhman Blvd., Buffalo, NY | 1,400 |
| 25 General Mills | 54 South Michigan Avenue, Buffalo, NY | 1,000 |
| 26 Globe Metallurgical | 3801 Highland Ave., Niagara Falls, NY | 23,000 |
| 27 GM Powertrain | 2995 River Road, Tonawanda, NY | 17,700 |
| 28 Hydro-Air Components | 4950 Camp Road, Hamburg, NY | 250 |
| 29 Ingram Micro | 1740 Wehrle Dr., Williamsville, NY | 1,500 |
| 30 International Imaging Materials | 310 Commerce Drive, Amherst, NY | 1,250 |
| 31 Nabisco Brands | 920 Rainbow Blvd., Niagara Falls, NY | 1,500 |
| 32 Norampac (formerly Cascades) | 4001 Packard Rd., Niagara Falls, NY | 1,600 |
| 33 Nuttall Gear | 2221 Niagara Falls Blvd., Niagara Falls, NY | 350 |
| 34 Occidental Chemical Corp. | 4700 Buffalo Ave., Niagara Falls, NY | 38,700 |
| 35 Pohlman Foundry Co. | 205 Baitz Ave., Buffalo, NY | 800 |
| 36 Praxair Inc. | 4501 Royal Ave., Niagara Falls, NY | 2,000 |
| 37 Pyron Corp. | 5950 Packard Rd., Niagara Falls, NY | 4,000 |
| 38 Ralston Purine | 3800 Middle Rd., Niagara Falls, NY | 2,900 |
| 39 Red Wing | 196 Newton Street, Fredonia, NY | 750 |
| 40 Russer Foods | 665 Perry St., Buffalo, NY | 1,750 |
| 41 Sherwood/Harsco | 2111 Liberty Dr., Wheatfield, NY | 400 |
| 42 SGL Carbon | 6200 Niagara Falls Blvd., Niagara Falls, NY | 3,200 |
| 43 Special Metals | Willowbrook Ave., Dunkirk, NY | 1,000 |
| 44 Stollberg Inc. | 4113 Witmer Rd., Niagara Falls, NY | 300 |
| 45 Titanium Alloy Mfg. | 4511 Hyde Park Blvd., Niagara Falls, NY | 3,000 |
| 46 Tops Markets | 100 Allied Dr., Cheektowaga, NY | 300 |
| 47 Trico Products | 817 Washington St., Buffalo, NY | 600 |
| 48 Tulip Corp. | 3125 Highland Ave., Niagara Falls, NY | 300 |
| 49 Ultra Tool & Plastics | 500 Commerce Drive, Amherst, NY | 500 |
| 50 Upgrade Corp. of America | 699 Hertel Ave., Buffalo, NY | 250 |

52 Westwood Squibb

100 Forest Ave., Buffalo, NY

1,000
204,420

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION AND
POWER AUTHORITY OF THE STATE OF NEW YORK**

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and the Power Authority of the State of New York (“NYPA”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 180 (the “Transmission Agreement”), last updated October 29, 1992, under which Niagara Mohawk provides electric transmission services to NYPA; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding (“January 27 Order”) requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

_____The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates,

and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations -Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be: Receipt Point: NYPA's Vischers Switchyard; Delivery Point: Niagara Mohawk's Pleasant Valley Switchyard. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or

transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk Power Corporation and the Power Authority of the State of New York have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION AND
POWER AUTHORITY OF THE STATE OF NEW YORK

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and the Power Authority of the State of New York (“NYPA”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 204 (the “Transmission Agreement”), last updated April 26, 1994, under which Niagara Mohawk provides electric transmission services to NYPA; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such

proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and NYPA hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to NYPA.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for losses pursuant to a downstream

Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. NYPA shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in Attachment A hereto. Electricity delivered by NYPA to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in Attachment A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection point applicable to the Transmission Agreement shall be NYPA's Niagara Switchyard; the delivery points are the substitutions of the municipal and cooperative customers listed in Attachment A. Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service,

including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) NYPA will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above. The Municipal Electric and Rural Electric Cooperative customers that receive service as a result of the Transmission Agreement may also enter into such a service agreement with the ISO under which they may pay the ISO directly for such charges and assessments.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement. All of the provisions of this Amendment shall be applicable also to the Interconnection and Transmission Services Agreement Between Niagara Mohawk Power Corporation and City of Jamestown, New York Board of Public Utilities, dated December 16, 1994, which forms a part of Rate Schedule 204.

IN WITNESS WHEREOF, Niagara Mohawk Power Corporation and the Power Authority of the State of New York have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

POWER AUTHORITY OF THE STATE OF NEW YORK

By: _____

Title: _____

Date: _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

NIAGARA MOHAWK POWER CORPORATION

AND

PG&E ENERGY TRADING - POWER, L.P.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and PG&E Energy Trading - Power, L.P. (“PGET”) have entered into a Transmission Service Agreement, dated January 4, 1999, under Niagara Mohawk’s Open Access Transmission Tariff (the “Transmission Agreement”), under which Niagara Mohawk provides electric transmission services to PGET for delivery to Niagara Mohawk’s interconnection with PJM-West; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal to Restructure the New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing in Compliance with the Commission’s Order of January 27, 1999 regarding the Comprehensive Proposal to Restructure the New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523, et al., the Member Systems filed a generic amendment to all existing Transmission Agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding (“January 27 Order”) requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to Transmission Agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC’s January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC’s January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and PGET hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term “Transmission Owner” as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term “Transmission Customer” as used in the ISO OATT provisions incorporated below shall be understood to refer to PGET.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. PGET is responsible for losses to the point of delivery under the Transmission Agreement unless PGET has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. PGET shall pay or provide all losses under this transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. PGET shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against PGET with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. PGET shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, Part E of the ISO OATT relating to the calculation of PGET Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this

paragraph, charges associated with NTAC shall be assessed against PGET with respect to transmission service provided to PGET under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5), above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be 40 MW. Electricity delivered by PGET to Niagara Mohawk's transmission system in excess of 40 MW will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:

Receipt Point: Alpes - Berkshire

Delivery Point: Erie East - S. Ripley 69

Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement shall be subject to the limitation set forth in this paragraph.

(8) PGET will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which PGET will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement or Niagara Mohawk’s Open Access Transmission Tariff that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded in the Transmission Agreement by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement and Niagara Mohawk’s Open Access Transmission Tariff not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect in the Transmission Agreement.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk and PGET have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

Date: _____

PG&E ENERGY TRADING - POWER, L.P.

By: _____

Title: _____

Date: _____

**AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION AND
SELKIRK COGEN PARTNERS II, L.P.**

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and Selkirk Cogen Partners II, L.P. (“Selkirk”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 171 (the “Transmission Agreement”), last updated March 2, 1994 under which Niagara Mohawk provides electric transmission services to Selkirk; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding (“January 27 Order”) requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and Selkirk hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to Selkirk.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. Selkirk is responsible for losses to the point of delivery under the Transmission Agreement unless Selkirk has already paid for losses pursuant to a downstream Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. Selkirk shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Selkirk shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against Selkirk with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. Selkirk shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against Selkirk with respect to transmission service provided to Selkirk under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations -Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by Selkirk to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be: Receipt Point: Selkirk Plant; Delivery Point: Niagara Mohawk's Pleasant Valley Substation. Transmission service using different injection and/or delivery points shall be

provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) Selkirk will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which Selkirk will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk Power Corporation and Selkirk Cogen Partners II, L.P. have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By:

Title:

Date:

SELKIRK COGEN PARTNERS II, L.P.

By:

Title:

Date:

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NIAGARA MOHAWK POWER CORPORATION AND
SITHE/INDEPENDENCE POWER PARTNERS, L.P.

RECITALS

WHEREAS, Niagara Mohawk Power Corporation (“Niagara Mohawk”) and Sithe/Independence Power Partners, L.P. (“Sithe”) have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission (“FERC”) Rate Schedule No. 178 (the “Transmission Agreement”), last updated May 12, 1994, under which Niagara Mohawk provides electric transmission services to Sithe; and

WHEREAS, Niagara Mohawk and the other NYPP Member Systems have filed with FERC a “Comprehensive Proposal To Restructure The New York Wholesale Electric Market” and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems’ “Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market”) (the “ISO OATT”); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate certain ISO OATT provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such

proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate these ISO OATT provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate certain ISO OATT provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, Niagara Mohawk and Sithe hereby agree to amend the Transmission Agreement in accordance with the provisions set out below. The term "Transmission Owner" as used in the ISO OATT provisions incorporated below shall be understood to refer to Niagara Mohawk; the term "Transmission Customer" as used in the ISO OATT provisions incorporated below shall be understood to refer to Sithe.

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, or supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, part B, and Attachment K, part 3.3 of the ISO OATT, providing for the assessment and computation of losses. Sithe is responsible for losses to the point of delivery under the Transmission Agreement unless Sithe has already paid for losses pursuant to a downstream

Transmission Agreement and that payment includes the losses associated with this Transmission Agreement. Sithe shall pay or provide all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Sithe shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against Sithe with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. Sithe shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against Sithe with respect to transmission service provided to Sithe under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in paragraphs (1) through (5) above, as such methods, procedures, rates, and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations -Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by Sithe to Niagara Mohawk's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Niagara Mohawk under the terms and conditions of the ISO OATT rather than the Transmission Agreement. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(7) The injection and delivery points applicable to the Transmission Agreement shall be:
Receipt Point: Sithe/Independence Plant; Delivery Point: Niagara Mohawk's Pleasant Valley Substation.

Transmission service using different injection and/or delivery points shall be provided by Niagara Mohawk under the terms, conditions, rates, and charges of the ISO OATT. All transmission service, including non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement, shall be subject to the limitation set forth in this paragraph.

(8) Sithe will enter into an appropriate service agreement with the New York Independent System Operator (“ISO”) under which Sithe will pay the ISO directly for any and all charges and assessments associated with the transmission losses, ancillary services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates, and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates, and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates, and charges shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth herein shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Niagara Mohawk Power Corporation and Sithe/Independence Power Partners, L.P. have caused this Amendment to be executed by their respective authorized officials.

NIAGARA MOHAWK POWER CORPORATION

By:

Title:

Date:

SITHE/INDEPENDENCE POWER PARTNERS, L.P.

By:

Title:

Date:

AMENDMENT TO TRANSMISSION AGREEMENT
BY AND BETWEEN
NEW YORK STATE ELECTRIC & GAS CORPORATION
AND THE NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, New York State Electric & Gas Corporation (“NYSEG”) and the New York Power Authority (“NYPA”) have entered into a Transmission Services Agreement, dated February 3, 1982, as amended and supplemented (the ~~A~~Transmission Agreement~~@~~) under which NYSEG provides electric transmission services to NYPA; and

WHEREAS, NYSEG and the other NYPP Member Systems have filed with FERC a ~~A~~Comprehensive Proposal To Restructure The New York Wholesale Electric Market~~@~~ and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems~~=~~ ~~A~~Filing In Compliance With The Commission’s Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market~~@~~) (the ~~A~~ISO OATT~~@~~); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary

services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and/or third party customers which are referred to in the ISO OATT as "Third Party Transmission Wheeling Agreements", proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend the Third Party Transmission Wheeling Agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to NYSEG herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYPA herein. In consideration of the premises, the sufficiency of which each party acknowledges, NYSEG and NYPA hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, and Section 3.3 of the ISO OATT providing for the assessment and computation of losses. NYPA is responsible for marginal losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. NYPA shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT;

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8;

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph;

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (ANTAC@). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT;

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties to this Amendment, shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled ASum MW,@AWin MW,@ and AInterface Allocations - Summer Period@) of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to NYSEG's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A

will be transmitted by NYSEG under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The delivery points applicable to the Transmission Agreement shall be those listed in Appendix B as specified in the Transmission Agreement, as of the initial date that the ISO OATT is effective. Transmission service using different delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYPA under the Transmission Agreement, NYPA will enter into an appropriate service agreement with the New York Independent System Operator (AISO®) under which NYPA will pay the ISO directly for any and all charges and assessments associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments or other amounts due to the ISO related to the electricity transmitted by NYSEG under the Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (8), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, procedures, rates and charges shall remain in full force and effect.

(10) This Amendment in no way limits NYSEG's rights under Section 205 of the Federal Power Act.

(11) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (10) above shall all be binding upon and enforceable against any permitted assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, NYSEG and NYPA have caused this Amendment to be executed by their respective authorized officials.

NEW YORK STATE ELECTRIC & GAS CORPORATION

By:

Title:

Date:

NEW YORK POWER AUTHORITY

By:

Title:

AMENDMENT TO
CONTRACT FOR SALE AND RESALE OF EXPANSION POWER
BY AND BETWEEN
NEW YORK STATE ELECTRIC & GAS CORPORATION
AND NEW YORK POWER AUTHORITY

RECITALS

WHEREAS, New York State Electric & Gas Corporation (**ANYSEG@** or the **Company@**) and the New York Power Authority (**NYPA@**) have entered into a Contract for the Sale and Resale of Expansion Power, dated December 13, 1988, as amended and supplemented, Federal Energy Regulatory Commission (**FERC@**) Rate Schedule No. 110 (the **Agreement@**) under which NYSEG provides certain electric transmission related to the sale and delivery of Expansion Power; and

WHEREAS, the Member Systems of the New York Power Pool (including NYSEG and NYPA) have filed with FERC a Comprehensive Proposal To Restructure The New York Wholesale Electric Market and, in connection therewith, a proposed Independent System Operator (ISO) Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market) (the ISO OATT); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to "Third-Party Transmission Wheeling Agreements" (as described in Attachments K and L of the ISO OATT), proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems;

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions;

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend Third-Party Transmission Wheeling Agreements to incorporate the ISO OATT scheduling, ancillary services and marginal

losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively;

NOW, THEREFORE, in consideration of the premises, the sufficiency of which each party acknowledges, NYSEG and NYPA hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the Agreement shall be amended as follows:

- (1) Exhibit I of the Agreement shall be replaced with the revised Exhibit I attached hereto.
- (2) All other terms and conditions of the Agreement shall remain in full force and effect.
- (3) This Amendment in no way limits NYSEG's rights under Section 205 of the Federal Power Act.
- (4) The provisions amending the Agreement set forth in herein shall all be binding upon and enforceable against any permitted assignee(s) of or successor(s) to the Agreement.

IN WITNESS WHEREOF, NYSEG and NYPA have caused this Amendment to be executed by their respective authorized officials.

NEW YORK STATE ELECTRIC & GAS CORPORATION

By:

Title:

Date:

NEW YORK POWER AUTHORITY

By:

Title:

Date:

EXHIBIT 1
SCHEDULE A

APPLICATION FOR ELECTRIC SERVICE
AND
RESALE AGREEMENT

EXHIBIT 1

SCHEDULE A

TRANSMISSION, DELIVERY AND CUSTOMER SERVICE CHARGE
FOR
EXPANSION POWER

Base Transmission Rate

For delivery at 2.2 kV to 15 kV \$1.52*

For delivery above 15 kV \$1.52*

* Rates to be applied per kiloWatt-month to the Expansion Power Customer's Contract Demand for Expansion Power.

Supplemental Charges Related to Independent System Operator

The rates and charges established in or pursuant to Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services, and Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge ("NTAC"), as such provisions may be amended, modified and supplemented from time to time, shall be incorporated into this Exhibit 1, Schedule A. The methods and procedures established by the Independent System Operator under Section 3 and Schedules 1 through 6 of the ISO OATT, and under Schedule 7, part E of the ISO OATT as such methods, procedures, rates and charges may be amended, modified or supplemented from time to time shall also be incorporated into the Transmission Agreement.

EXHIBIT I
SCHEDULE A

TRANSMISSION, DELIVERY AND CUSTOMER SERVICE CHARGE
FOR
EXPANSION POWER

1. Base Delivery Rates

| | |
|---|-------------------|
| For delivery at 34.5 kilovolts or above | \$4.74 * H |
| For below 34.5 kilovolts delivery | \$8.53 * |

* Rates to be applied per kilowatt-month to the Expansion Power Customers' contract demand for Expansion Power.

H In Docket No. ER97-2353-000, NYSEG proposed an amendment that would increase the rate for delivery at 34.5 kilovolts or above from \$3.12/kW-month to \$4.74/kW-month of contract demand. The \$4.74 rate is subject to refund pending the Federal Energy Regulatory Commission's final order in Docket No. ER97-2353-000.

2. Supplemental Charges Related to Independent System Operator

In addition to the rates and charges set forth in this Schedule A of Exhibit 1 and elsewhere in this Agreement, Expansion Power Customers shall also reimburse NYSEG for all costs that NYSEG incurs under the following provisions of the ISO OATT in connection with electricity sold and/or delivered under the Agreement:

- (1) Ancillary Service Charges established in or pursuant to Section 3 and Schedules 1 through 6 of the ISO OATT;
- (2) NYPA Transmission Adjustment Charge (ANTAC®) calculated in accordance with Schedule 7, part E of the ISO OATT;
- (3) Marginal Losses assessed and computed in accordance with Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT. The Expansion Power Customer shall also pay or provide, as appropriate, all losses under Schedule B of this Exhibit 1 to the extent not recovered by said Marginal Loss charge; and
- (4) any and all other charges, assessments or other amounts due to the ISO related to the electricity sold or transmitted to Expansion Power Customers.

The provisions, methods, procedures, rates and charges established by the Independent System Operator under and the ISO OATT provisions identified in (1), (2), and (3) above, as such provisions, methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall be incorporated in this Exhibit 1.

EXHIBIT I
SCHEDULE B

MISCELLANEOUS EXPANSION POWER ITEMS

1. Loss factors
2. Late payment charge
3. Interest on customer deposits
4. Load splitter determination
5. Demand integration
6. Additional ISO-related Provisions

1) Loss adjustments in recognition of the efficiencies of the delivery systems shall be:

- | | | |
|----|--------------------------|------|
| a. | 34.5 kilovolts and above | 4.8% |
| b. | Below 34.5 kilovolts | 7.3% |

2) Bills are due when rendered and past due 23 days after mailing. Customer is in default unless payment is made at or is mailed to designated office of bill-paying agency of Company on or before the past due

date indicated on the bill. Payment must be made without regard to any counterclaims whatever.

Failure to receive a bill does not relieve Customer of responsibility for payment of amounts due.

A late payment charge of one and one-half percent (1 ½ %) of the amount unpaid on the past due date shall be added to Customer's bill as liquidated damages at that time. Thereafter, as further liquidated damages, an additional interest charge of one and one-half percent (1 ½ %) of the principal sum unpaid shall be added monthly thereafter until the amount due, including interest, is paid in full. Company shall have the right upon not less than fifteen (15) days= advance written notice to Customer to discontinue furnishing electric service to Customer for default in payment of bills, and to refuse to resume same so long as any part of the amount in default remains unpaid. Such discontinuance of electrical service will not relieve the Customer of liability for any applicable minimum charge during the time electric service is so discontinued. The rights given herein to the Company shall be in addition to all other remedies available to Company, either at law or in equity, for the breach of any of the provisions hereof.

- 3) When a deposit from an Expansion Power Customer is required by the Company, the Customer shall be entitled to interest thereon at the rate per annum of eight and one-fourth percent (8 1/4 %) or such other interest rate which would apply to customer deposits held by the Company for similarly situated retail electric customers.

- 4) Load Splitter Determination. The load splitting percentage shall be defined as the ratio of the Expansion Power Customer's Contract Demand divided by the greater of either i) the highest fifteen (15) minute integrated demand occurring during the preceding twelve (12) months or ii) the sum of the Expansion Power Customer's Contract Demands for all power contracts other than retail service contracts, adjusted for losses. The load splitting percentage shall be applied prospectively and shall be determined every six (6) months.

At any time the Expansion Power Customer's Contract Demand is increased or reduced by the Authority, the load splitting percentage shall be adjusted concurrently with the change in the Expansion Power Customer's Contract Demand and applied prospectively. The adjusted load splitter shall be the ratio of the Expansion Power Customer's new Contract Demand divided by the greater of i) the estimated maximum fifteen (15) minute integrated demand for the following six (6) month period or ii) the sum of the Expansion Power Customer's Contract Demands for all power contracts other than retail service contracts, adjusted for losses; provided however, that if the estimated maximum fifteen (15) minute integrated demand for the following six (6) month period is not equal to or greater than the corresponding value used in the calculation of the then effective load splitting percentage adjusted upward or downward by an amount equal to the change in the Expansion Power Customer's Contract Demand, then the then effective maximum demand plus or minus (as the case may be) the change in the Expansion Power Customer's Contract Demand shall be substituted for the estimated demand in i) above.

The Company shall review any claimed unusual circumstances which cause metered demand, as recorded on the meter designated to register such Expansion Power and energy, to exceed the then current Expansion Power Customer's Contract Demand for the purpose of a potential billing adjustment and/or adjustment to billing history, and if the Company determines, in its reasonable discretion, that an unusual circumstance beyond reasonable control of the Expansion Power Customer caused such excess demand to occur, then the Company shall make the appropriate billing adjustment and/or adjustment to billing demand history and such adjusted demand shall be used in place of the actual demand recorded due to that unusual circumstance.

- 5) The 15-minute integrated demands shall normally be arrived at by accumulating (in KWH per hour) delivered energy over the 15-minute interval.

- 6) Additional ISO-Related Provisions
 - a) In addition, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into this Exhibit 1:
 - (i) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. Subject to the Customer's obligations under Schedule A of Exhibit I, NYSEG shall schedule deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

- (ii) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.
- (iii) The methods and procedures established by the Independent System Operator under the ISO OATT provisions identified in (i) through (ii) above, as such methods and procedures may be amended, modified, or supplemented from time to time, shall also be incorporated into this Exhibit 1.

(b) Consistent with the ISO OATT's treatment of grandfathered rights and NYPP's comprehensive restructuring proposal, the following provisions, which shall not be amended subsequent to the first date on which the ISO OATT is effective except by mutual agreement of the parties, shall also be incorporated into this Exhibit 1:

- (i) The Transmission Capacity Reservation(s) applicable to the Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled ASum MW,@AWin MW,@ and AInterface Allocations -Summer Period@) of the row(s) of Table 1A corresponding to the Agreement. Unless otherwise mutually agreed upon, in writing, by NYSEG and NYPA, electricity delivered by NYPA to NYSEG in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A, will be transmitted by NYSEG under the terms and conditions of the ISO OATT rather than the Agreement. The requirement set forth in the preceding sentence applies to any expansion of transmission service contemplated in the Agreement.

- (ii) Unless otherwise mutually agreed upon in writing by NYSEG and NYPA, transmission service using different injection and/or delivery points than the injection and/or delivery points for Expansion Power, as of the initial effective date of the ISO OATT, will be provided by NYSEG under the terms, conditions, rates and charges of the ISO OATT.
- (c) Provided that the Expansion Power customers pay NYSEG all of the rates and charges set forth in Schedule A of this Exhibit 1, NYSEG will enter into an appropriate service agreement with the New York Independent System Operator (AISO®) under which the NYSEG will pay the ISO directly for the Ancillary Services, NTAC and Marginal Losses described in Exhibit I, Schedule A. NYSEG shall in turn recover these costs from its retail customers receiving Expansion Power delivered pursuant to NYSEG's Rate Schedule No. 110 pursuant to the provisions of their individual allocation and service agreements with the NYPA and NYSEG. Without limiting NYSEG's other rights (including, without limitation, those set forth in Exhibit I.B.2), NYSEG shall not be obligated to compensate the ISO for any charges relating to Ancillary Services, Marginal Losses or NTAC, or any other charges, assessments, or amounts which NYSEG is unable to recover from such Expansion Power Customers.
- (d) Notwithstanding anything to the contrary in this Agreement, NYSEG's obligations to resell and deliver Expansion Power under the provisions set forth in this Agreement shall be limited to 38 megawatts of Expansion Power.

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

ORANGE AND ROCKLAND UTILITIES, INC.

AND NEW YORK POWER AUTHORITY

AMENDMENT dated as of June 1, 1999 by and between ORANGE AND ROCKLAND UTILITIES, INC. ("Orange & Rockland") and the NEW YORK POWER AUTHORITY ("NYPA") to a Transmission Services Agreement, designated as Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 50 ("Transmission Agreement").

WITNESSETH:

WHEREAS, Orange & Rockland and NYPA are Member Systems of the New York Power Pool ("NYPP"); and

WHEREAS, Orange & Rockland and NYPA have entered into the Transmission Agreement, last updated by FERC Order issued December 30, 1997, under which Orange & Rockland provides electric transmission services to NYPA; and

WHEREAS, Orange & Rockland, NYPA, and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") ("ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding (“January 27 Order”) requiring a uniform and simplified amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems;

WHEREAS, consistent with the FERC’s January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC’s January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to Orange & Rockland herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to NYPA herein. In consideration of the premises, the sufficiency of which each party acknowledges, Orange & Rockland and NYPA hereby agree to amend the Transmission Agreement, in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7, and Attachment K, Section 3.3 of the ISO OATT, providing for the assessment and computation of losses. NYPA is responsible for marginal losses to the point of delivery under the Transmission Agreement unless NYPA has already paid for marginal losses pursuant to a downstream transmission agreement and that payment includes the marginal losses associated with this Transmission Agreement. NYPA also shall pay or provide for all losses under this Transmission Agreement to the extent not recovered under the ISO Tariff.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. NYPA shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against NYPA with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. NYPA shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against NYPA with respect to transmission service provided to NYPA under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4) and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations - Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by NYPA to Orange & Rockland's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by Orange & Rockland under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be those as specified in the Transmission Agreement as of the date of this amendment. Transmission service using different injection and/or delivery points shall be provided by under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by NYPA under this Transmission Agreement, NYPA will enter into an appropriate service agreement with the New York Independent System Operator ("ISO") under which NYPA will pay the ISO directly for any and all charges and assessments associated with the Marginal

Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by Orange and Rockland under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, Orange & Rockland and NYPA have caused this Amendment to be executed by their respective authorized officials.

ORANGE AND ROCKLAND UTILITIES, INC.

By _____

Name _____

Title _____

NEW YORK POWER AUTHORITY

By _____

Name _____

Title _____

AMENDMENT TO TRANSMISSION AGREEMENT

BY AND BETWEEN

ROCHESTER GAS AND ELECTRIC CORPORATION

AND TRANSMISSION CUSTOMER

RECITALS

WHEREAS, Rochester Gas and Electric Corporation ("RG&E") and Transmission Customer ("TC") have entered into a Transmission Services Agreement, Federal Energy Regulatory Commission ("FERC") Rate Schedule No. 25 (the "Transmission Agreement"), last updated in Docket No. ER94-432, under which RG&E provides electric transmission services to TC; and

WHEREAS, RG&E and the other NYPP Member Systems have filed with FERC a "Comprehensive Proposal To Restructure The New York Wholesale Electric Market" and, in connection therewith, a proposed ISO Open Access Transmission Tariff (filed on April 30, 1999 as Volume II of the Member Systems' "Filing In Compliance With The Commission's Order Of January 27, 1999 Regarding The Comprehensive Proposal To Restructure The New York Wholesale Electric Market") (the "ISO OATT"); and

WHEREAS, on December 19, 1997, in Docket Nos. ER97-1523 et al., the Member Systems filed a generic amendment to all existing transmission agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions as part of the comprehensive restructuring proposal, and the FERC on January 27, 1999 issued an Order in such proceeding ("January 27 Order") requiring a uniform and simplified

amendment with respect to intra-Member System agreements and permitting the NYPP Member Systems to file amendments to transmission agreements between the NYPP Member Systems and third party customers, proposing to modify their provisions to be consistent with certain provisions in the ISO OATT filed by the Member Systems; and

WHEREAS, consistent with the FERC's January 27 Order, on July 9, 1999, the Member Systems filed the amendment to the intra-Member System agreements to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions; and

WHEREAS, consistent with the FERC's January 27 Order, it is necessary to amend agreements between the Member Systems and third parties to incorporate the ISO OATT scheduling, ancillary services and marginal losses provisions to enable the ISO to operate both the transmission system and ISO-administered markets efficiently and effectively; and

NOW, THEREFORE, the term "Transmission Owner" as used in the ISO OATT shall be understood to refer to RG&E herein; the term "Transmission Customer" as used in the ISO OATT shall be understood to refer to TC herein. In consideration of the premises, the sufficiency of which each party acknowledges, RG&E and TC hereby agree to amend the Transmission Agreement in accordance with the following provisions:

AGREEMENT

Effective as of the first date on which the ISO OATT is effective, the following provisions of the ISO OATT, as such provisions may be amended, modified, and supplemented from time to time, shall be incorporated into the Transmission Agreement:

(1) Section 15.7, Schedule 7 and Attachment K, Section 3.3 of the ISO OATT providing for the assessment and computation of losses. The TC is responsible for marginal losses to the point of delivery under this Transmission Agreement unless the TC has already paid for marginal losses pursuant to a downstream

Transmission Agreement and that payment includes the marginal losses associated with this Transmission Agreement. The TC shall also pay or provide all losses under this Transmission Agreement to the extent any such losses are not otherwise recovered under the ISO OATT.

(2) Section 13.8 of the ISO OATT, providing for Scheduling of deliveries of electricity to the transmission system. The TC shall be responsible for Scheduling of deliveries of electricity to the transmission system in accordance with the provisions of Section 13.8.

(3) Section 3 and Schedules 1 through 6 of the ISO OATT, providing for the provision and purchase of Ancillary Services. However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with the provision and purchase of Ancillary Services other than Energy Imbalance Service (Schedule 4) shall be assessed against TC with respect to transmission service as provided under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT. The TC shall be responsible for all charges relating to Energy Imbalance Service (Schedule 4), as calculated in accordance with the provisions incorporated by this paragraph.

(4) Schedule 7, part E of the ISO OATT relating to the calculation of the NYPA Transmission Adjustment Charge (“NTAC”). However, notwithstanding any other provisions of the ISO OATT or this paragraph, charges associated with NTAC shall be assessed against TC with respect to transmission service provided to the TC under the Transmission Agreement to the extent, and only to the extent, that the electricity delivered under the Transmission Agreement is not separately subject to these charges under the terms of the ISO OATT.

(5) Section 4 of Attachment K to the ISO OATT, providing for the conversion of Grandfathered Rights into Grandfathered TCCs.

The methods, procedures, rates and charges established by the Independent System Operator under the ISO OATT provisions identified in (1), (2), (3), (4), and (5) above, as such methods, procedures, rates and charges may be amended, modified, or supplemented from time to time, shall also be incorporated into the Transmission Agreement.

Consistent with the ISO OATT's treatment of grandfathered rights and the comprehensive restructuring proposal, the following provisions shall also be incorporated into the Transmission Agreement:

(6) The Transmission Capacity Reservation(s) applicable to the Transmission Agreement shall be in the amount(s) set forth in ISO OATT Attachment L, Table 1A, as specified in the last three columns (titled "Sum MW," "Win MW," and "Interface Allocations - Summer Period") of the row(s) of Table 1A corresponding to the Transmission Agreement. Electricity delivered by TC to RG&E's transmission system in excess of the Transmission Capacity Reservations specified in ISO OATT Attachment L, Table 1A will be transmitted by RG&E under the terms and conditions of the ISO OATT rather than the Transmission Agreement. The requirement set forth in the preceding sentence applies to all non-firm transmission service under the Transmission Agreement, as well as any expansion of transmission service or transmission capacity contemplated in the Transmission Agreement.

(7) The injection and delivery points applicable to the Transmission Agreement shall be as specified in the Transmission Agreement as of the date of this Amendment. Transmission service using different injection and /or delivery points shall be provided under the terms, conditions, rates and charges of the ISO OATT.

(8) In addition to the charges payable by the transmission customer under this Transmission Agreement, the TC will enter into an appropriate service agreement with the New York Independent System Operator ("ISO") under which the TC will pay the ISO directly for any and all charges and assessments

associated with the Marginal Losses, Ancillary Services, and NTAC provisions incorporated by paragraphs (1), (3), and (4), above, and any and all other charges, assessments, or other amounts due to the ISO related to the electricity transmitted by the RG&E under this Transmission Agreement.

(9) Those provisions of the Transmission Agreement that are inconsistent with the provisions, methods, procedures, rates and charges incorporated by paragraphs (1) through (7), above, shall be replaced and superseded by said provisions, methods, procedures, rates and charges. Those provisions of the Transmission Agreement not inconsistent with said provisions, methods, and procedures shall remain in full force and effect.

(10) The provisions amending the Transmission Agreement set forth in paragraphs (1) through (9) above shall all be binding upon and enforceable against any assignee(s) of or successor(s) to the Transmission Agreement.

IN WITNESS WHEREOF, RG&E and TC have caused this Amendment to be executed by their respective authorized officials.

ROCHESTER GAS AND ELECTRIC CORPORATION

By:

Title:

Date:

TRANSMISSION CUSTOMER

By:

Title:

Date: