

**STANDARD LARGE GENERATOR
INTERCONNECTION AGREEMENT**

(Applicable to Generating Facilities that exceed 20 MW)

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE 1. DEFINITIONS.....</u>	<u>2</u>
<u>ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION.....</u>	<u>11</u>
<u>2.1 Effective Date.</u>	<u>11</u>
<u>2.2 Term of Agreement.</u>	<u>11</u>
<u>2.3 Termination Procedures.</u>	<u>11</u>
<u>2.4 Termination Costs.</u>	<u>12</u>
<u>2.5 Disconnection.</u>	<u>13</u>
<u>2.6 Survival.</u>	<u>13</u>
<u>ARTICLE 3. REGULATORY FILINGS.....</u>	<u>13</u>
<u>3.1 Filing.</u>	<u>13</u>
<u>ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE.....</u>	<u>14</u>
<u>4.1 Provision of Service.</u>	<u>14</u>
<u>4.2 No Transmission Delivery Service.</u>	<u>14</u>
<u>4.3 No Other Services.</u>	<u>14</u>
<u>ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT,</u>	
<u>AND CONSTRUCTION.....</u>	<u>14</u>
<u>5.1 Options.</u>	<u>14</u>
<u>5.2 General Conditions Applicable to Option to Build.</u>	<u>16</u>
<u>5.3 Liquidated Damages.</u>	<u>17</u>
<u>5.4 Power System Stabilizers.</u>	<u>18</u>

5.5	Equipment Procurement.	19
5.6	Construction Commencement.	19
5.7	Work Progress.	20
5.8	Information Exchange.	20
5.9	Limited Operation.	20
5.10	Developer’s Attachment Facilities (“DAF”).	21
5.11	Transmission Owner’s Attachment Facilities Construction.	22
5.12	Access Rights.	22
5.13	Lands of Other Property Owners.	22
5.14	Permits.	23
5.15	Early Construction of Base Case Facilities.	23
5.16	Suspension.	23
5.17	Taxes.	24
5.18	Tax Status; Non-Jurisdictional Entities.	30
5.19	Modification.	30
ARTICLE 6. TESTING AND INSPECTION		31
6.1	Pre-Commercial Operation Date Testing and Modifications.	31
6.2	Post-Commercial Operation Date Testing and Modifications.	32
6.3	Right to Observe Testing.	32
6.4	Right to Inspect.	32
ARTICLE 7. METERING		33
7.1	General.	33
7.2	Check Meters.	33

7.3	Standards.	33
7.4	Testing of Metering Equipment.	33
7.5	Metering Data.	34
ARTICLE 8. COMMUNICATIONS		34
8.1	Developer Obligations.	34
8.2	Remote Terminal Unit.	34
8.3	No Annexation.	35
ARTICLE 9. OPERATIONS		35
9.1	General.	35
9.2	NYISO and Transmission Owner Obligations.	35
9.3	Developer Obligations.	35
9.4	Start-Up and Synchronization.	36
9.5	Reactive Power.	36
9.6	Outages and Interruptions.	37
9.7	Switching and Tagging Rules.	42
9.8	Use of Attachment Facilities by Third Parties.	42
9.9	Disturbance Analysis Data Exchange.	43
ARTICLE 10. MAINTENANCE		43
10.1	Transmission Owner Obligations.	43
10.2	Developer Obligations.	43
10.3	Coordination.	43
10.4	Secondary Systems.	43
10.5	Operating and Maintenance Expenses.	43

ARTICLE 11. PERFORMANCE OBLIGATION.....	44
11.1 Developer Attachment Facilities.	44
11.2 Transmission Owner’s Attachment Facilities.	44
11.3 System Upgrade Facilities.	44
11.4 Transmission Credits.....	44
11.5 Provision of Security.	45
11.6 Developer Compensation for Emergency Services.....	46
ARTICLE 12. INVOICE.....	46
12.1 General.	46
12.2 Final Invoice.	46
12.3 Payment.	46
12.4 Disputes.	46
ARTICLE 13. EMERGENCIES.....	47
13.1 Obligations.	47
13.2 Notice.	47
13.3 Immediate Action.	47
13.4 NYISO and Transmission Owner Authority.....	48
13.5 Developer Authority.	49
13.6 Limited Liability.	49
ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW	49
14.1 Regulatory Requirements.	49
14.2 Governing Law.	49
ARTICLE 15. NOTICES.....	50

15.1	General	50
15.2	Billings and Payments	50
15.3	Alternative Forms of Notice	50
15.4	Operations and Maintenance Notice	50
ARTICLE 16. FORCE MAJEURE		50
16.1	Force Majeure	50
ARTICLE 17. DEFAULT		51
17.1	Default	51
ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE		52
18.1	Indemnity	52
18.2	No Consequential Damages	53
18.3	Insurance	53
ARTICLE 19. ASSIGNMENT		56
19.1	Assignment	56
ARTICLE 20. SEVERABILITY		56
20.1	Severability	56
ARTICLE 21. COMPARABILITY		57
21.1	Comparability	57
ARTICLE 22. CONFIDENTIALITY		57
22.1	Confidentiality	57
ARTICLE 23. ENVIRONMENTAL RELEASES		61
23.1	Developer and Transmission Owner Notice	61
ARTICLE 24. INFORMATION REQUIREMENT		61

24.1	Information Acquisition.	61
24.2	Information Submission by Transmission Owner.	61
24.3	Updated Information Submission by Developer.	61
24.4	Information Supplementation.....	62
ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS.....		63
25.1	Information Access.	63
25.2	Reporting of Non-Force Majeure Events.	63
25.3	Audit Rights.	63
25.4	Audit Rights Periods.....	64
25.5	Audit Results.	64
ARTICLE 26. SUBCONTRACTORS.....		64
26.1	General.	64
26.2	Responsibility of Principal.	64
26.3	No Limitation by Insurance.	65
ARTICLE 27. DISPUTES.....		65
27.1	Submission.	65
27.2	External Arbitration Procedures.	65
27.3	Arbitration Decisions.	65
27.4	Costs.	66
27.5	Termination.	66
ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS.....		66
28.1	General.	66
ARTICLE 29. MISCELLANEOUS.....		67

29.1	Binding Effect.	67
29.2	Conflicts.	67
29.3	Rules of Interpretation.	67
29.4	Compliance.	68
29.5	Joint and Several Obligations.	68
29.6	Entire Agreement.	68
29.7	No Third Party Beneficiaries.	68
29.8	Waiver.	68
29.9	Headings.	69
29.10	Multiple Counterparts.	70
29.11	Amendment.	69
29.12	Modification by the Parties.	70
29.13	Reservation of Rights.	69
29.14	No Partnership.	69

Appendices 71

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20__, by and between ~~among~~ _____, a _____ **[corporate description]** organized and existing under the laws of the State/Commonwealth of _____ (“~~Interconnection Customer~~ **Developer**” with a Large Generating Facility), and _____ **the New York Independent System Operator, Inc.**, a **[not-for-profit]** corporation **organized and existing under the laws of the State of New York (“NYISO”)**, **and** _____ a **[corporate description]** organized and existing under the laws of the State/Commonwealth of _____ **New York** (“Transmission Provider and **Owner**”). ~~Developer, the NYISO, or Transmission Owner~~). ~~Interconnection Customer and Transmission Provider~~ each may be referred to as a “Party” or collectively **referred to** as the “Parties.”

RECITALS

WHEREAS, ~~NYISO operates the~~ **Transmission Provider operates System and Transmission Owner owns certain facilities included in** the Transmission System; and

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

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

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

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article I shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise

Whenever used in this Agreement with initial capitalization, the following terms shall have the safety and reliability of meanings specified in this Article 1. Terms used in this Agreement with initial capitalization that are not defined in this Article 1 shall have the electric system meanings specified in Section 1.0 or Attachment S of the NYISO OATT.

Affected System shall mean an electric system other than the transmission system owned, controlled or operated by the NYISO or the Transmission Provider's Transmission System Owner that may be affected by the proposed interconnection.

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

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

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

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

Applicable Reliability Council/Councils shall mean the reliability council applicable to NERC, the Transmission System to which NPCC and the Generating Facility is directly interconnected NYSRC.

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

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

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the ~~NYISO~~, Transmission Provider ~~Owner~~ or ~~Developer~~; described in Section 2.3 of the Large Facility Interconnection Customer Procedures.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the ~~Standard Large Generator Interconnection~~ this Agreement.

Breaching Party shall mean a Party that is in Breach of the ~~Standard Large Generator Interconnection~~ this Agreement.

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

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

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Reliability Impact Study.

Commercial Operation Date of a unit shall mean the date on which ~~Interconnection Customer~~ the Developer commences commercial operation of the unit at the Large Generating Facility after Trial Operation of such unit has been completed as

confirmed in writing substantially in the form shown in Appendix E to the Standard Large Generator Interconnection this Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated that is defined as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise Article 22 of this Agreement.

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

Default shall mean the failure of a Breaching Party in Breach of this Agreement to cure its such Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement this Agreement.

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

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

Dispute Resolution shall mean the procedure described in Article 27 of this Agreement for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

~~**Distribution System** shall mean the Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.~~

~~**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.~~

~~**Effective Date** shall mean the date on which the Standard Large Generator Interconnection this Agreement becomes effective upon execution by the Parties, subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.~~

~~**Emergency Condition** State shall mean at the condition or situation: (1) state that in the judgement of the Party making the claim New York State Power System is imminently likely to endanger life in when an abnormal condition occurs that requires automatic or property; immediate manual action to prevent or (2) that, in the case of a limit loss of the New York State Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) or Generators that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. could adversely affect the reliability of the New York State Power System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.~~

~~**Energy Resource Interconnection Service (ER Interconnection Service)** shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as~~

available basis. ~~Energy Resource Interconnection Service in and of itself does not convey transmission service.~~

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes ~~the Transmission Provider~~ Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

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

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

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

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

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

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

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

others, but rather to be bedelineate acceptable practices, methods, or acts generally accepted in the region.

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

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

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

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

~~**Interconnection Customer** shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission Provider’s Transmission System.~~

~~**Interconnection Customer’s Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider’s Transmission System. Interconnection Customer’s Interconnection Facilities are sole use facilities.~~

~~**Interconnection Facilities** shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.~~

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider NYISO or a third party consultant for the Interconnection Customer Developer to determine a list of facilities (including Transmission Provider Owner's Interconnection Attachment Facilities and Network Upgrades System Upgrade Facilities as identified in the Interconnection System Reliability Impact Study), the cost of those facilities, and the time required to interconnect the Large Generating Facility with the Transmission Provider's New York State Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Facility Interconnection Procedures.

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

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Large Generating Facility to the Transmission Provider's New York State Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Facility Interconnection Procedures.

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

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

~~**Interconnection Service** shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.~~

~~**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Reliability Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Facility Interconnection Procedures.~~

~~**Interconnection System Reliability Impact Study ("SRIS")** shall mean an engineering study, conducted in accordance with Section 7 of the Large Facility Interconnection Procedures, that evaluates the impact of the proposed interconnection Large Generating Facility on the safety and reliability of Transmission Provider's the New York State Transmission System and, if applicable, an Affected System. The study shall identify, to determine what Attachment Facilities and detail the system impacts that would result if the Generating System Upgrade Facilities are needed for the proposed Large Generation Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in of the Developer to connect reliably to the New York State New York State Transmission System in a manner that meets the NYISO Minimum Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures.~~

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

IRS shall mean the Internal Revenue Service.

~~**Joint Operating Committee** shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.~~

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

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

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

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

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

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

Network Resource Access Interconnection Service shall mean that portion of a ~~the service provided by NYISO to interconnect the Developer's Large~~ Generating Facility that is integrated with the Transmission Provider's Transmission System, designated as a Network Resource pursuant to the terms of the Tariff, and subjected to redispatch directives as ordered by ~~to~~ the New York State Transmission Provider System in accordance with the Tariff. ~~Network Resource Interconnection Service (NR NYISO Minimum Interconnection Service)~~ shall mean an Interconnection Service that allows Standard, to enable the Interconnection Customer to integrate its New York State Transmission System to receive electric energy and capacity from the Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which at the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in Point of Interconnection, pursuant to the terms of this Agreement and the same manner as all other Network Resources. ~~Network Resource Interconnection Service in and of itself does not convey transmission service.~~ NYISO OATT.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which

New York State Transmission System shall mean the entire New York State electric transmission system, which includes (i) the Transmission Facilities under ISO Operational Control; (ii) the Transmission Facilities Requiring ISO Notification; and (iii) all remaining transmission facilities within the Interconnection Customer interconnects to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.**New York Control Area.**

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection ~~this~~ Agreement or its performance.

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

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

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

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

Party or Parties shall mean Transmission Provider ~~NYISO~~, Transmission Owner, Interconnection ~~or~~ Customer ~~Developer~~ or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection ~~this~~ Agreement, where the Interconnection Customer ~~Developer~~'s Interconnection ~~Attachment~~ Facilities connect to the Transmission Provider ~~Owner~~'s Interconnection ~~Attachment~~ Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection ~~this~~ Agreement, where the

~~Interconnection~~ **Attachment** Facilities connect to the Transmission Provider's **New York State** Transmission System.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by ~~the Transmission Provider~~ **NYISO**.

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

Scoping Meeting shall mean the meeting between representatives of the ~~Interconnection Customer~~ **Developer, NYISO** and Transmission Provider **Owner** conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

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

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

~~**Small Generating Facility shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.**~~

~~**Stand Alone Network Upgrades**~~ **System Upgrade Facilities** shall mean Network Upgrades **System Upgrade Facilities** that an ~~Interconnection Customer~~ **Developer** may construct without affecting day-to-day operations of the **New York State** Transmission System during their construction. ~~Both~~ **NYISO**, the Transmission Provider **Owner** and the ~~Interconnection Customer~~ **Developer** must agree as to what constitutes Stand Alone

Network Upgrades System Upgrade Facilities and identify them in Appendix A to the Standard Large Generator Interconnection this Agreement.

~~Standard Large Generator Interconnection Agreement (LGIA)~~ shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in the Transmission Provider's Tariff. ~~Standard Large Generator Interconnection Procedures (LGIP 'LFIP')~~ shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in Attachment X of the Transmission Provider's Tariff. NYISO OATT.

Standard Large Generator Interconnection Agreement ('LGIA') shall mean this Agreement, the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in Attachment X of the NYISO OATT.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to (1) protect (1) the Transmission Provider's New York State Transmission System from faults or other electrical disturbances occurring at the Large Generating Facility and (2) protect the Large Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's New York State Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's New York State Transmission System is directly connected.

System Upgrade Facilities shall mean the least costly configuration of commercially available components of electrical equipment that can be used, consistent with good utility practice and Applicable Reliability Requirements, to make the modifications to the existing transmission system that are required to maintain system reliability due to: (i) changes in the system, including such changes as load growth and changes in load pattern, to be addressed in the form of generic generation or transmission projects; and (ii) proposed interconnections. In the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Minimum Interconnection Standard.

Tariff shall mean the NYISO Open Access Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered (OATT), as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

~~Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Standard Large Generator Interconnection Agreement to the extent necessary. Transmission Provider shall mean the public utility or authority (or its designated agent) that (i) owns, controls, or operates transmission or distribution facilities used for the transmission of electricity/Energy in interstate commerce and provides transmission/Transmission service/Service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner, (ii) owns, leases or otherwise possesses an interest in the portion of the New York State Transmission System at the Point of Interconnection, and (iii) is separate from the Transmission Provider a Party to this Agreement.~~

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

~~Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.~~

~~Trial Operation shall mean the period during which Interconnection Customer/Developer is engaged in on-site test operations and commissioning of the Large Generating Facility prior to commercial operation.~~

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This LGIA/Agreement shall become effective upon execution by the Parties, subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. The NYISO and Transmission Provider/Owner shall promptly file this LGIA/Agreement with FERC upon execution in accordance with Article 3.1, if required.3.1.

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this LGIA/Agreement shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as the Interconnection Customer/Developer may request (*Term to be Specified in Individual Agreements*) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures. This LGIA Agreement may be terminated as follows:

2.3.1 Written Notice. The ~~Interconnection Customer~~Developer may terminate this LGIA Agreement after giving the NYISO and Transmission ~~Provider~~Owner ninety (90) Calendar Days advance written notice; ~~or,~~

2.3.2 Default. ~~Either~~Any Party may terminate this LGIA Agreement in accordance with Article 17.

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

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article ~~2.3.1~~2.3.1 above, ~~each~~the terminating Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for ~~Interconnection~~Attachment Facilities and equipment) or charges assessed by the other Party~~s~~Parties, as of the date of the other Party~~s~~Parties's receipt of such notice of termination, that are the responsibility of the ~~Terminating~~terminating Party under this LGIA Agreement. In the event of termination by ~~either~~a Party, ~~both~~all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA Agreement, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of the Transmission ~~Provider's~~ Owner's Attachment Facilities that have not yet been constructed or installed, the Transmission ~~Provider~~Owner shall to the extent possible and with ~~Interconnection Customer~~Developer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event ~~Interconnection Customer~~Developer elects not to authorize such cancellation, ~~Interconnection Customer~~Developer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Transmission ~~Provider~~Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to ~~Interconnection Customer~~Developer as soon as practicable, at ~~Interconnection Customer~~Developer's expense. To the extent that ~~Interconnection Customer~~Developer has already paid Transmission ~~Provider~~Owner for any or all such costs of materials or equipment not taken by ~~Interconnection Customer~~Developer, Transmission

~~Provider~~Owner shall promptly refund such amounts to ~~Interconnection Customer~~Developer, less any costs, including penalties incurred by the Transmission ~~Provider~~Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an ~~Interconnection Customer~~a Developer terminates this ~~LGIA~~Agreement, it shall be responsible for all costs incurred in association with that ~~Interconnection Customer~~Developer's interconnection, including any cancellation costs relating to orders or contracts for ~~Interconnection~~Attachment Facilities and equipment, and other expenses including any ~~Network Upgrades~~System Upgrade ~~Facilities~~ for which the Transmission ~~Provider~~Owner has incurred expenses and has not been reimbursed by the ~~Interconnection Customer~~Developer.

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

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

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

2.6 **Survival.** This ~~LGIA~~Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this ~~LGIA~~Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this ~~LGIA~~Agreement was in effect; and to permit ~~Developer and Transmission Owner~~ each Party to have access to the lands of the other Party pursuant to this ~~LGIA~~Agreement or

other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

- 3.1 **Filing.** The NYISO and Transmission Provider Owner shall file this LGIA Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Any information related to studies for interconnection asserted by Interconnection Customer Developer to contain competitively sensitive commercial or financial information shall be maintained by the Transmission Provider and identified as “confidential” under seal stating that Interconnection Customer asserts such information is Confidential Information and has requested such information be kept under seal. If requested by the Transmission Provider, Interconnection Customer shall provide the Transmission Provider, **be treated** in writing, **accordance** with the Interconnection Customer’s basis for asserting that the information referred to in this Article 3.1 is competitively sensitive information, **22 of this Agreement** and the Transmission Provider may disclose such writing **Attachment F** to the appropriate Governmental Authority. Interconnection Customer shall be responsible for the costs associated with affording confidential treatment of such information **NYISO OATT**. If the Interconnection Customer Developer has executed this LGIA Agreement, or any amendment thereto, the Interconnection Customer Developer shall reasonably cooperate with NYISO and Transmission Provider Owner with respect to such filing and to provide any information reasonably requested by NYISO and Transmission Provider Owner needed to comply with applicable regulatory requirements **Applicable Laws and Regulations**.

ARTICLE 4. SCOPE OF INTERCONNECTION SERVICE

- 4.1 **Interconnection Product Options.** Interconnection Customer has selected **Provision of Service. NYISO will provide Developer with interconnection service of** the following (checked) type of Interconnection Service: **type for the term of this Agreement**.

4.1.1 ~~Energy Resource Interconnection Service (ER Interconnection Service).~~

- 4.1.1.1 ~~The Product.~~ ER Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large Generating Facility’s output using the existing firm or non-firm capacity of the Transmission System on an “as available” basis. To the extent Interconnection Customer

wants to receive ER Interconnection Service, the Transmission Provider shall construct facilities consistent with the studies identified in Attachment A. ER Interconnection Service does not in and of itself convey any transmission delivery service.

4.1.1.2 — Transmission Delivery Service Implications. Under ER Interconnection Service, the Interconnection Customer will be able to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MW's identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for ER Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), the Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent the Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large Generating Facility is assured, but the Interconnection Customer may obtain point-to-point transmission delivery service or be used for secondary network transmission service, pursuant to the Transmission Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for the Interconnection Customer to obtain the right to deliver or inject energy beyond the Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of the Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission Provider's Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of firm point-to-point transmission service may require the construction of additional Network Upgrades.

4.1.2 — Network Resource Interconnection Service (NR Interconnection Service).

~~4.1.2.1 — **The Product.** The Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all other Network Resources. NR Interconnection Service in and of itself does not convey any transmission delivery service.~~

~~4.1.2.2 — **Transmission Delivery Service Implications.** NR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on the Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as all other existing Network Resources interconnected to the Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although NR Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses other Network Resources. A Large Generating Facility receiving NR Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.~~

~~NR Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on the Transmission Provider's Transmission System, the Interconnection~~

~~Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in the Transmission Provider's Transmission System in the same manner as all other Network Resources.~~

~~There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to the Transmission Provider's Tariff.~~

~~Once an Interconnection Customer satisfies the requirements for obtaining NR Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within the Transmission Provider's Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long term transmission service for deliveries from the Large Generating Facility outside the Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for the Transmission Provider to grant such request.~~

~~**4.1.1** **4.2 Provision of Service.** Transmission Provider shall provide **Product.** **NYISO will provide Network Access** Interconnection Service for the Large Generating Facility **to Developer** at the Point of Interconnection.~~

~~**4.3** **Generator Balancing Service Arrangements.** Interconnection Customer must demonstrate, to the Transmission Provider's reasonable satisfaction, that it has satisfied the requirements of this Article 4.3 prior to the submission of any schedules for delivery service to such Transmission Provider identifying the Large Generating Facility as the Point of Receipt for such scheduled delivery.~~

~~**4.1.2** **4.3.1** Interconnection Customer **Developer** is responsible for ensuring that its actual Large Generating Facility output matches the scheduled~~

delivery from the Large Generating Facility to the Transmission Provider's New York State Transmission System, consistent with the scheduling requirements of the Transmission Provider NYISO's FERC-approved market structure, including ramping into and out of such scheduled delivery, as measured at the Point of Interconnection, consistent with the scheduling requirements of the Transmission Provider's Tariff NYISO OATT and any applicable FERC-approved market structure.

~~Interconnection Customer shall arrange for the supply of energy when there is a difference between the actual Large Generating Facility output and the scheduled delivery from the Large Generating Facility (the "Generator Balancing Service Arrangements").~~

~~Interconnection Customer may satisfy its obligation for making such Generator Balancing Service Arrangements by:~~

~~(a) obtaining such service from another entity that (i) has generating resources deliverable within the applicable Control Area, (ii) agrees to assume responsibility for providing such Generator Balancing Service Arrangements to the Interconnection Customer, and (iii) has appropriate coordination service arrangements or agreements with the applicable Control Area that addresses Generator Balancing Service Arrangements for all generating resources for which the entity is responsible within the applicable Control Area;~~

~~(b) committing sufficient additional unscheduled generating resources to the control of and dispatch by the applicable Control Area operator that are capable of supplying energy not supplied by the Interconnection Customer's scheduled Large Generating Facility, and entering into an appropriate coordination services agreement with the applicable Control Area that addresses Generator Balancing Service Arrangements obligations for the Large Generating Facility;~~

~~(c) entering into an arrangement with another Control Area to dynamically schedule the Interconnection Customer's Large Generating Facility out of the applicable Control Area and into such other Control Area;~~

~~(d) entering into a Generator Balancing Service Arrangements with the applicable Control Area; or~~

~~(e) in the event the load/generation balancing function of the applicable Control Area is accomplished through the function of its market structures approved by FERC, by entering into an arrangement consistent with such FERC-approved market structure.~~

~~In the event Interconnection Customer fails to demonstrate to the Transmission Provider that it has otherwise complied with this Article 4.3, the Interconnection Customer shall be deemed to have elected to enter into a Generator Balancing Service Arrangements with the applicable Control Area.~~

~~Nothing in this provision shall prejudice either Party from obtaining a FERC-approved tariff addressing its obligations and rights with respect to Generator Balancing Service Arrangements.~~

~~**4.4 Performance Standards.** Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the Transmission Provider or Transmission Owner, then that Party shall amend the LGIA and submit the amendment to the Commission for approval.~~

~~**4.2 4.5 No Transmission Delivery Service.** The execution of this LGIA Agreement does not constitute a request for, nor the provision of agreement to provide, any transmission delivery service under the Transmission Provider's Tariff Service under the NYISO OATT. If Developer wishes to obtain Transmission Service on the New York State Transmission System, then Developer must request such Transmission Service in accordance with the provisions of the NYISO OATT.~~

~~**4.6 Interconnection Customer Provided**~~

~~**4.3 No Other Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. execution of this Agreement does not constitute a request for, nor agreement to provide energy, any Ancillary Services or Installed Capacity under the NYISO Market~~

Administration and Control Area Services Tariff (“Services Tariff”).

Interconnection Customer shall be paid for such services in accordance with Article 11.6. If Developer wishes to supply energy, Installed Capacity or Ancillary Services, then Developer will make application to do so in accordance with the NYISO Services Tariff.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer ~~by Developer and Transmission Owner, Developer~~ shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Alternate Option set forth below for completion of the Transmission Provider ~~Owner’s Interconnection Attachment~~ Facilities and Network Upgrades ~~System Upgrade Facilities~~ as set forth in Appendix A, ~~Interconnection Facilities and Network Upgrades hereto~~, and such dates and selected option shall be set forth in Appendix B, ~~Milestones hereto~~.

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

5.1.2 Alternate Option. If the dates designated by Interconnection Customer ~~Developer~~ are acceptable to Transmission Provider ~~Owner~~, the Transmission Provider ~~Owner~~ shall so notify Interconnection Customer ~~Developer and NYISO~~ within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Transmission Provider ~~Owner’s Interconnection Attachment~~ Facilities by the designated dates.

If Transmission Provider Owner subsequently fails to complete Transmission Provider Owner's Interconnection Attachment Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades System Upgrade Facilities by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties Developer and Transmission Owner for such Trial Operation; or fails to complete the Network Upgrades system Upgrade Facilities by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones hereto; Transmission Provider Owner shall pay Interconnection Customer Developer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer Developer shall be extended day for day for each day that the applicable RTO or ISO NYISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer Developer are not acceptable to Transmission Provider Owner, the Transmission Provider Owner shall so notify the Interconnection Customer Developer and NYISO within thirty (30) Calendar Days, and unless the Parties Developer and Transmission Owner agree otherwise, Interconnection Customer Developer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider Owner's Interconnection Attachment Facilities and Stand Alone Network Upgrades System Upgrade Facilities; **provided that if an Attachment Facility or Stand Alone System Upgrade Facility is needed for more than one Developer's project, Developer's option to build such Facility shall be contingent on the agreement of all other affected Developers.** Both NYISO, Transmission Provider Owner and Interconnection Customer Developer must agree as to what constitutes Stand Alone Network Upgrades System Upgrade Facilities and identify such Stand Alone Network Upgrades System Upgrade Facilities in Appendix A to the LGIA hereto. Except for Stand Alone Upgrades System Upgrade Facilities, Interconnection Customer Developer shall have no right to construct Network Upgrades System Upgrade Facilities under this option.

5.1.4 Negotiated Option. If the Interconnection Customer Developer elects not to exercise its option under Article 5.1.3, Option to Build, Interconnection Customer Developer shall so notify Transmission Provider Owner and NYISO within thirty (30) Calendar Days, and the Parties Developer and Transmission Owner shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Transmission Provider Owner's

~~Interconnection~~Attachment Facilities and Stand Alone Network Upgrades~~System Upgrade Facilities~~ by ~~Interconnection Customer~~Developer) pursuant to which Transmission Provider~~Owner~~ is responsible for the design, procurement and construction of the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Network Upgrades~~System Upgrade Facilities~~. If the ~~two~~ Parties are unable to reach agreement on such terms and conditions, Transmission Provider~~Owner~~ shall assume responsibility for the design, procurement and construction of the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Network~~System~~ Upgrades ~~Facilities~~ pursuant to 5.1.1, Standard Option.

5.2 General Conditions Applicable to Option to Build. If ~~Interconnection Customer~~Developer assumes responsibility for the design, procurement and construction of the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Stand Alone Network Upgrades~~System Upgrade Facilities~~,

(1) ~~the Interconnection Customer~~Developer shall engineer, procure equipment, and construct the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Stand Alone Network Upgrades~~System Upgrade Facilities~~ (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Transmission Provider~~Owner~~;

(2) ~~Interconnection Customer~~Developer's engineering, procurement and construction of the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Stand Alone Network Upgrades~~System Upgrade Facilities~~ shall comply with all requirements of law to which Transmission Provider~~Owner~~ would be subject in the engineering, procurement or construction of the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Stand Alone Network Upgrades~~System Upgrade Facilities~~;

(3) Transmission Provider~~Owner~~ shall review and approve the engineering design, equipment acceptance tests, and the construction of the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Stand Alone Network Upgrades~~System Upgrade Facilities~~;

(4) Prior to commencement of construction, ~~Interconnection Customer~~Developer shall provide to Transmission Provider~~Owner~~ and NYISO a schedule for construction of the Transmission Provider~~Owner~~'s ~~Interconnection~~Attachment Facilities and Stand Alone Network Upgrades~~System Upgrade Facilities~~, and shall promptly respond to requests for information from Transmission Provider~~Owner~~ or NYISO;

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

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

(7) the Interconnection Customer Developer shall indemnify the Transmission Provider Owner and NYISO for claims arising from the Interconnection Customer Developer's construction of Transmission Provider Owner's Interconnection Attachment Facilities and Stand Alone Network Upgrades System Upgrade Facilities under the terms and procedures applicable to Article 18.1 Indemnity;

(8) the Interconnection Customer Developer shall transfer control of Transmission Provider Owner's Interconnection Attachment Facilities and Stand Alone Network Upgrades System Upgrade Facilities to the Transmission Provider Owner; and

(9) Transmission Provider Owner shall approve and accept for operation and maintenance the Transmission Provider Owner's Interconnection Attachment Facilities and Stand Alone Network Upgrades System Upgrade Facilities to the extent engineered, procured, and constructed in accordance with this Article 5.2.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer Developer, in the event the Transmission Provider Owner's Interconnection Attachment Facilities or Network Upgrades System Upgrade Facilities are not completed by the dates designated by the Interconnection Customer Developer and accepted by the Transmission Provider Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer Developer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Transmission Provider Owner to the Interconnection Customer Developer in the event that Transmission Provider Owner does not complete any portion of the Transmission Provider Owner's

~~Interconnection~~**Attachment** Facilities or ~~Network Upgrades~~**System Upgrade Facilities** by the applicable dates, shall be an amount equal to 1/2 of 1 percent per day of the actual cost of the Transmission Provider~~Owner's~~
~~Interconnection~~**Attachment** Facilities and ~~Network Upgrades~~**System Upgrade Facilities**, in the aggregate, for which Transmission Provider~~Owner~~ has assumed responsibility to design, procure and construct.

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

~~No~~**Further, Transmission Owner shall not pay** liquidated damages shall be paid to ~~Interconnection Customer~~**Developer** if: (1) ~~Interconnection Customer~~**Developer** is not ready to commence use of the Transmission Provider~~Owner's~~ ~~Interconnection~~**Attachment** Facilities or ~~Network Upgrades~~**System Upgrade Facilities** to take the delivery of power for the ~~Developer's~~ Large Generating Facility's Trial Operation or to export power from the ~~Developer's~~ Large Generating Facility on the specified dates, unless the ~~Interconnection Customer~~**Developer** would have been able to commence use of the Transmission Provider~~Owner's~~ ~~Interconnection~~**Attachment** Facilities or ~~Network Upgrades~~**System Upgrade Facilities** to take the delivery of power for ~~Developer's~~ Large Generating Facility's Trial Operation or to export power from the ~~Developer's~~ Large Generating Facility, but for Transmission Provider~~Owner's~~ delay; (2) the Transmission Provider~~Owner's~~ failure to meet the specified dates is the result of the action or inaction of the ~~Interconnection Customer~~**Developer** or any other ~~Interconnection Customer~~**Developer** who has entered into an ~~LGIA a~~**Standard Large Generator Interconnection Agreement** with the Transmission Provider~~Owner and NYISO~~, or ~~action or inaction by any other Party, or any other~~ cause beyond Transmission Provider~~Owner's~~ reasonable control or reasonable ability to cure; (3) the ~~interconnection Customer~~**Developer** has assumed responsibility for the design, procurement and construction of the Transmission Provider~~Owner's~~ ~~Interconnection~~**Attachment** Facilities and Stand Alone ~~Network Upgrades~~**System Upgrade Facilities**; or (4) the Parties~~Transmission Owner and Developer~~ have otherwise agreed.

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

5.4 Power System Stabilizers. ~~The Interconnection Customer~~**Developer** shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by **requirements identified in the Applicable Reliability Council Interconnection Studies conducted for Developer's Large Generating Facility. NYISO and** Transmission Provider**Owner** reserves**reserve** the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the ~~Interconnection Customer~~**Developer** shall immediately notify the Transmission Provider's system operator, or its designated representative**Owner and NYISO.**

5.5 Equipment Procurement. If responsibility for construction of the Transmission Provider's ~~Interconnection~~**Owner's Attachment** Facilities or Network Upgrades**System Upgrade Facilities** is to be borne by the Transmission Provider**Owner**, then the Transmission Provider**Owner** shall commence design of the Transmission Provider**Owner's** ~~Interconnection~~**Attachment** Facilities or Network Upgrades**System Upgrade Facilities** and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties**Developer and Transmission Owner** otherwise agree in writing:

5.5.1 ~~The~~**NYISO and** Transmission Provider**Owner** has**have** completed the **Interconnection** Facilities Study pursuant to the **Interconnection** Facilities Study Agreement;

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

5.5.3 ~~5.5.2~~ The Transmission Provider**Owner** has received written authorization to proceed with design and procurement from the ~~Interconnection Customer~~**Developer** by the date specified in Appendix B, Milestones**hereto**; and

5.5.4 ~~5.5.3~~ The ~~Interconnection Customer~~ Developer has provided security to the Transmission Provider Owner in accordance with Article 11.5 by the dates specified in Appendix B, ~~Milestones~~ hereto.

5.6 Construction Commencement. The Transmission Provider Owner shall commence construction of the Transmission Provider Owner's ~~Interconnection~~ Attachment Facilities and ~~Network Upgrades~~ System Upgrade Facilities for which it is responsible as soon as practicable after the following additional conditions are satisfied:

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

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Transmission Provider's ~~Interconnection~~ Owner's Attachment Facilities and ~~Network Upgrades~~ System Upgrade Facilities;

5.6.3 The Transmission Provider Owner has received written authorization to proceed with construction from the ~~Interconnection Customer~~ Developer by the date specified in Appendix B, ~~Milestones~~ hereto; and

5.6.4 The ~~Interconnection Customer~~ Developer has provided security to the Transmission Provider Owner in accordance with Article 11.5 by the dates specified in Appendix B, ~~Milestones~~ hereto.

5.7 Work Progress. The Parties Developer and Transmission Owner will keep each other, ~~and NYISO~~, advised periodically as to the progress of their respective design, procurement and construction efforts. ~~Either~~ Any Party may, at any time, request a progress report from the other Party Developer or Transmission Owner. If, at any time, the ~~Interconnection Customer~~ Developer determines that the completion of the Transmission Provider Owner's ~~Interconnection~~ Attachment Facilities will not be required until after the specified In-Service Date, the ~~Interconnection Customer~~ Developer will provide written notice to the Transmission Provider Owner and NYISO of such later date upon which the completion of the Transmission Provider Owner's ~~Interconnection~~ Attachment Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties Developer and Transmission Owner shall exchange information, and provide NYISO the same information, regarding the design and compatibility

of the Parties' Interconnection ~~their respective Attachment~~ Facilities and compatibility of the Interconnection ~~Attachment~~ Facilities with the Transmission Provider's ~~New York State~~ Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of the Transmission Provider's Interconnection ~~Owner's Attachment~~ Facilities or Network Upgrades ~~System Upgrade Facilities~~ are not reasonably expected to be completed prior to the Commercial Operation Date of the ~~Developer's~~ Large Generating Facility, Transmission Provider ~~NYISO~~ shall, upon the request and at the expense of Interconnection Customer ~~Developer, in conjunction with the Transmission Owner,~~ perform operating studies on a timely basis to determine the extent to which the ~~Developer's~~ Large Generating Facility and the Interconnection Customer Interconnection ~~Developer's Attachment~~ Facilities may operate prior to the completion of the Transmission Provider ~~Owner's Interconnection Attachment~~ Facilities or Network Upgrades ~~System Upgrade Facilities~~ consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this ~~LGIA Agreement.~~ Transmission Provider ~~Owner and NYISO~~ shall permit Interconnection Customer ~~Developer~~ to operate the ~~Developer's~~ Large Generating Facility and the Interconnection Customer Interconnection ~~Developer's Attachment~~ Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection ~~Developer's Attachment~~ Facilities ("ICIF ~~DAF~~"). Interconnection Customer ~~Developer~~ shall, at its expense, design, procure, construct, own and install the ~~ICIF ~~DAF~~~~, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades ~~hereto~~.

5.10.1 Large Generating Facility Specifications. Interconnection Customer ~~Developer~~ shall submit initial specifications for the ~~ICIF ~~DAF~~~~, including System Protection Facilities, to Transmission Provider ~~Owner and NYISO~~ at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider ~~Owner and NYISO~~ shall review such specifications to ensure that the ~~ICIF ~~DAF~~~~ are compatible with the technical specifications, operational control, and safety requirements of the Transmission Provider ~~Owner and NYISO~~ and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer ~~Developer's~~ submission. All specifications provided hereunder shall be deemed confidential ~~to be Confidential Information~~.

5.10.2 ~~Transmission Provider's Review.~~ Transmission Provider's No Warranty. ~~The~~ review of Interconnection Customer Developer's final specifications by Transmission Owner and NYISO shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF DAF. ~~Interconnection Customer Developer~~ shall make such changes to the ICIF DAF as may reasonably be required by Transmission Provider Owner or NYISO, in accordance with Good Utility Practice, to ensure that the ICIF DAF are compatible with the telemetry, communications, and safety requirements of the Transmission Provider Owner and NYISO.

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

5.11 ~~Transmission Provider's Interconnection~~ Owner's Attachment Facilities Construction. The Transmission Provider Owner's Interconnection Attachment Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties Transmission Owner and Developer agree on another mutually acceptable deadline, the Transmission Provider Owner shall deliver to the ~~Interconnection Customer Developer~~ the following "as-built" drawings, information and documents for the Transmission Provider Owner's Interconnection Attachment Facilities [include appropriate drawings and relay diagrams].

The Transmission Provider will obtain ~~Owner shall transfer operational~~ control of the Transmission Provider ~~Owner's Interconnection~~ Attachment Facilities and Stand Alone Network Upgrades System Upgrade Facilities to the NYISO upon completion of such facilities.

5.12 **Access Rights.** Upon reasonable notice and supervision by ~~at the Granting~~ Party, and subject to any required or necessary regulatory approvals, a Party ~~either the Transmission Owner or Developer~~ (“Granting Party”) shall furnish ~~at no cost to the other Party~~ of those two Parties (“Access Party”), subject to the requirement that the Access Party will reimburse the Granting Party for the incremental costs that the owner of or other entity that controls the underlying property rights requires the Granting Party to incur, any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party and its agents that are necessary to enable the Access Party to obtain ingress and egress at the Point of Interconnection to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the New York State Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Attachment Facilities and the New York State Transmission System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this LGIA Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. The Access Party shall indemnify the Granting Party against all claims of injury or damage from third parties resulting from the exercise of the access rights provided for herein.

5.13 **Lands of Other Property Owners.** If any part of the Transmission Provider ~~or Transmission Owner's Interconnection~~ Attachment Facilities and/or Network Upgrades System Upgrade Facilities is to be installed on property owned by persons other than ~~Interconnection Customer or Transmission Provider~~ Developer or Transmission Owner, the Transmission Provider ~~or Transmission Owner~~ shall at ~~Interconnection Customer~~ Developer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Transmission Provider ~~or Transmission Owner's Interconnection~~ Attachment Facilities and/or Network Upgrades System Upgrade Facilities upon such property. Upon receipt of a reasonable siting request, Transmission Provider ~~Owner~~ shall provide siting assistance to the ~~Interconnection Customer~~ Developer comparable to that provided to the Transmission Provider ~~Owner's~~ own, or an Affiliate’s generation, if any.

- 5.14 **Permits.** The LGIA Appendix C of this Agreement shall specify the allocation of the responsibilities of the ~~Transmission Provider~~NYISO or Transmission Owner and the ~~Interconnection Customer~~Developer to obtain all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. The ~~Transmission Provider~~NYISO, Transmission Owner and the ~~Interconnection Customer~~Developer shall cooperate with each other in good faith in obtaining any such permits, licenses and authorizations. With respect to this paragraph, ~~Transmission Provider~~NYISO or Transmission Owner shall provide permitting assistance to the ~~Interconnection Customer~~Developer comparable to that provided to the Transmission Provider Owner's own, or an Affiliate's generation, if any.
- 5.15 **Early Construction of Base Case Facilities.** ~~Interconnection Customer~~Developer may request ~~Transmission Provider~~Owner to construct, and ~~Transmission Provider~~Owner shall construct, subject to a binding cost allocation agreement reached in accordance with Attachment S to the NYISO OATT, including Section IV.F.12 thereof, using Reasonable Efforts to accommodate ~~Interconnection Customer~~Developer's In-Service Date, all or any portion of any ~~Network Upgrades~~System Upgrade Facilities required for ~~Interconnection Customer~~Developer to be interconnected to the New York State Transmission System which are included in the Base Case of the Facilities Study for the ~~Interconnection Customer~~Developer, and which also are required to be constructed for another ~~Interconnection Customer~~Developer, but where such construction is not scheduled to be completed in time to achieve ~~Interconnection Customer~~Developer's In-Service Date.
- 5.16 **Suspension.** ~~Interconnection Customer~~Developer reserves the right, upon written notice to ~~Transmission Provider~~Owner and NYISO, to suspend at any time all work by ~~Transmission Provider~~Owner associated with the construction and installation of ~~Transmission Provider~~Owner's ~~Interconnection~~Attachment Facilities and/or ~~Network Upgrades~~System Upgrade Facilities required for only that Developer under this LGIA Agreement with the condition that the ~~Transmission Provider~~Owner shall be left in a safe and reliable condition in accordance with Good Utility Practice and the ~~Transmission Provider's~~ safety and reliability criteria of Transmission Owner and NYISO. In such event, ~~Interconnection Customer~~Developer shall, in accordance with Attachment S to the NYISO OATT, be responsible for all reasonable and necessary costs and/or obligations which ~~Transmission Provider~~Owner (i) has incurred pursuant to this LGIA Agreement prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New York State Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which ~~Transmission Provider~~Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material,

equipment or labor contract, Transmission ~~Provider~~Owner shall obtain ~~Interconnection Customer~~Developer's authorization to do so.

Transmission ~~Provider~~Owner shall invoice ~~Interconnection Customer~~Developer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event ~~Interconnection Customer~~Developer suspends work by Transmission ~~Provider~~Owner required under this LGIA Agreement pursuant to this Article 5.16, and has not requested Transmission ~~Provider~~Owner to recommence the work required under this LGIA Agreement on or before the expiration of three (3) years following commencement of such suspension, this LGIA Agreement shall be deemed terminated.

5.17 Taxes.

5.17.1 ~~Interconnection Customer~~Developer Payments Not Taxable. The Parties ~~Developer and Transmission Owner~~ intend that all payments or property transfers made by ~~Interconnection Customer~~Developer to Transmission ~~Provider~~Owner for the installation of the Transmission ~~Provider~~Owner's ~~Interconnection~~Attachment Facilities and the ~~Network Upgrades~~System Upgrade Facilities shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

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

conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission ProviderOwner's request, Interconnection CustomerDeveloper shall provide Transmission ProviderOwner with a report from an independent engineer confirming its representation in clause (iii), above. Transmission ProviderOwner represents and covenants that the cost of the Transmission ProviderOwner's InterconnectionAttachment Facilities paid for by Interconnection CustomerDeveloper will have no net effect on the base upon which rates are determined.

- 5.17.3 Indemnification for Taxes Imposed Upon Transmission ProviderOwner.** Notwithstanding Article 5.17.1, Interconnection CustomerDeveloper shall protect, indemnify and hold harmless Transmission ProviderOwner from income taxes imposed against Transmission ProviderOwner as the result of payments or property transfers made by Interconnection CustomerDeveloper to Transmission ProviderOwner under this LGIA Agreement, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission ProviderOwner.

Transmission ProviderOwner shall not include a gross-up for income taxes in the amounts it charges Interconnection CustomerDeveloper under this LGIA Agreement unless (i) Transmission ProviderOwner has determined, in good faith, that the payments or property transfers made by Interconnection CustomerDeveloper to Transmission ProviderOwner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission ProviderOwner to report payments or property as income subject to taxation; provided, however, that Transmission ProviderOwner may require Interconnection CustomerDeveloper to provide security, in a form reasonably acceptable to Transmission ProviderOwner (such as a parental guarantee or a letter of credit), in an amount equal to Interconnection CustomerDeveloper's estimated tax liability under this Article 5.17. Interconnection CustomerDeveloper shall reimburse Transmission ProviderOwner for such taxes on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission ProviderOwner of the amount due, including detail about how the amount was calculated.

In the event that the Transmission Provider**Owner** includes a gross-up upon its own determination that the payments or property transfers should be reported as income subject to taxation, the ~~Interconnection Customer~~Developer may require the Transmission Provider**Owner** to provide security, in a form reasonably acceptable to the ~~Interconnection Customer~~Developer (such as a parental guarantee or a letter of credit) in an amount equal to the ~~Interconnection Customer~~Developer's estimated tax liability under this Article 5.17.

~~The~~**This** indemnification obligation shall terminate at the earlier of (1) the expiration of the 10-year testing period, as contemplated by IRS Notice 88-129, and the applicable statute of limitation, as it may be extended by the Transmission Provider**Owner** upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

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

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider**Owner**'s composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider**Owner** will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current

Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission ~~Provider~~Owner’s anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission ~~Provider~~Owner’s current weighted average cost of capital. Thus, the formula for calculating ~~Interconnection Customer~~Developer’s liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount — Present Value of Tax Depreciation))/(1 -Current Tax Rate).

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

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

Transmission ~~Provider~~Owner shall keep ~~Interconnection Customer~~Developer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes ~~Interconnection Customer~~Developer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission ~~Provider~~Owner shall allow ~~Interconnection Customer~~Developer to attend all meetings with IRS officials about the request and shall permit ~~Interconnection Customer~~Developer to prepare the initial drafts of any follow-up letters in connection with the request. If the private letter ruling concludes that such transfers or sums are not subject to federal income taxation, or a clarification of or change in law results in Transmission ~~Provider~~Owner determining in good faith that such transfers or sums are not subject to federal income taxation, Parties’ obligations regarding a

gross-up or security under this Article 5.17 shall be reduced accordingly.

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

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

~~Interconnection Customer~~ Developer shall pay to Transmission ~~Provider~~ Owner on a periodic basis, as invoiced by Transmission ~~Provider~~ Owner, Transmission ~~Provider~~ Owner’s documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. Transmission ~~Provider~~ Owner will not be required to appeal or seek further review beyond one level of judicial review.

At any time during the contest, Transmission ~~Provider~~Owner may agree to a settlement either with ~~Interconnection Customer~~Developer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission ~~Provider~~Owner, but reasonably acceptable to ~~Interconnection Customer~~Developer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. ~~Interconnection Customer~~Developer's obligation shall be based on the amount of the settlement agreed to by ~~Interconnection Customer~~Developer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. Any settlement without ~~Interconnection Customer~~Developer's consent or such written advice will relieve ~~Interconnection Customer~~Developer from any obligation to indemnify Transmission ~~Provider~~Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Transmission ~~Provider~~Owner which holds that any amount paid or the value of any property transferred by ~~Interconnection Customer~~Developer to Transmission ~~Provider~~Owner under the terms of this LGIA Agreement is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission ~~Provider~~Owner in good faith that any amount paid or the value of any property transferred by ~~Interconnection Customer~~Developer to Transmission ~~Provider~~Owner under the terms of this LGIA Agreement is not taxable to Transmission ~~Provider~~Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by ~~Interconnection Customer~~Developer to Transmission ~~Provider~~Owner are not subject to federal income tax, or (d) if Transmission ~~Provider~~Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by ~~Interconnection Customer~~Developer to Transmission ~~Provider~~Owner pursuant to this LGIA Agreement, Transmission ~~Provider~~Owner shall promptly refund to ~~Interconnection Customer~~Developer the following:

- (i) Any payment made by ~~Interconnection Customer~~Developer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) On any amounts paid by ~~Interconnection Customer~~Developer to Transmission ~~Provider~~Owner for such

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

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

The intent of this provision is to leave both parties ~~the Developer and Transmission Owner~~, to the extent practicable, in the event that no taxes are due with respect to any payment for ~~Interconnection~~Attachment Facilities and ~~Network Upgrades~~System Upgrade Facilities hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by ~~Interconnection Customer~~Developer, and at ~~Interconnection Customer~~Developer's sole expense, Transmission ~~Provider~~Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission ~~Provider~~Owner for which ~~Interconnection Customer~~Developer may be required to reimburse Transmission ~~Provider~~Owner under the terms of this ~~LGIA~~Agreement. ~~Interconnection Customer~~Developer and Transmission ~~Provider~~Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by ~~Interconnection Customer~~Developer to

Transmission Provider Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, ~~Interconnection Customer~~ Developer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider Owner.

~~5.17.10 Transmission Owners Who Are Not Transmission Providers~~ If the Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of the Transmission Provider under this Article 5.17 of this LGIA.

5.18 Tax Status; Non-Jurisdictional Entities.

5.18.1 5.18 Tax Status. Each Party shall cooperate with the other Parties to maintain the other Party Parties's tax status. Nothing in this LGIA Agreement is intended to adversely affect the tax status of any Party including the status of NYISO, or the status of any Transmission Provider's tax exempt status Owner with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds. Notwithstanding any other provisions of this Agreement, LIPA, NYPA and Con Edison shall not be required to comply with any provisions of this Agreement that would result in the loss of tax-exempt status of any of their Tax-Exempt Bonds or impair their ability to issue future tax-exempt obligations. For purposes of this provision, Tax-Exempt Bonds shall include the obligations of the Long Island Power Authority, NYPA and Con Edison, the interest on which is not included in gross income under the Internal Revenue Code.

5.18.2 Non-Jurisdictional Entities. LIPA and NYPA do not waive their exemptions, pursuant to Section 201(f) of the FPA, from Commission jurisdiction with respect to the Commission's exercise of the FPA's general ratemaking authority.

5.19 Modification.

5.19.1 General. Either Party the Developer or Transmission Owner may undertake modifications to its facilities covered by this Agreement. If a

Party ~~either the Developer or Transmission Owner~~ plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party, and to NYISO, sufficient information regarding such modification so that the other Party and NYISO may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be ~~confidential~~ Confidential Information hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party and NYISO at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require ~~Interconnection Customer~~ Developer to submit an Interconnection Request, Transmission Provider Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New York State Transmission System, Transmission Provider Owner's Interconnection Attachment Facilities or Network Upgrades System Upgrade Facilities necessitated by such ~~Interconnection Customer~~ Developer modification and a good faith estimate of the costs thereof.

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

5.19.3 Modification Costs. ~~Interconnection Customer~~ Developer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider Owner makes to the Transmission Provider Owner's Interconnection Attachment Facilities or the New York State Transmission System to facilitate the interconnection of a third party to the Transmission Provider Owner's Interconnection Attachment Facilities or the New York State Transmission System, or to provide transmission service under the Transmission Provider's Tariff Service under the NYISO OATT, except in accordance with the cost allocation procedures in Attachment S of the NYISO OATT. ~~Interconnection Customer~~ Developer shall be responsible for the costs of any additions, modifications, or replacements to the

~~Interconnection Customer Interconnection~~Developer Attachment
Facilities that may be necessary to maintain or upgrade such
~~Interconnection Customer Interconnection~~Developer Attachment
Facilities consistent with Applicable Laws and Regulations, Applicable
Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, the Transmission Provider~~Owner~~Owner shall test the Transmission Provider~~Owner~~Owner's ~~Interconnection~~Attachment Facilities and Network Upgrades~~System Upgrade Facilities~~ and ~~Interconnection Customer~~Developer shall test the Large Generating Facility and the ~~Interconnection Customer~~Interconnection Developer Attachment Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. ~~Each Party~~Developer and Transmission Owner shall each make any modifications to its facilities that are found to be necessary as a result of such testing. ~~Interconnection Customer~~Developer shall bear the cost of all such testing and modifications. ~~Interconnection Customer~~Developer shall generate test energy at the Large Generating Facility only if it has arranged for the ~~delivery~~injection of such test energy in accordance with NYISO procedures.
- 6.2 Post-Commercial Operation Date Testing and Modifications.** ~~Each Party~~Developer and Transmission Owner shall each at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice and Applicable Reliability Standards as may be necessary to ensure the continued interconnection of the Large Generating Facility with the New York State Transmission System in a safe and reliable manner. ~~Each Party~~Developer and Transmission Owner shall each have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** ~~Each Party~~Developer and Transmission Owner shall each notify the other Party, and the NYISO, in advance of its performance of tests of its ~~Interconnection~~Attachment Facilities. The other Party ~~has, and the NYISO, shall each have~~ the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** ~~Each Party~~Developer and Transmission Owner shall each have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and

(iii) review the other Party's maintenance records relative to the ~~Interconnection~~**Attachment** Facilities, the System Protection Facilities and other protective equipment. **NYISO shall have these same rights of inspection as to the facilities and equipment of Developer and Transmission Owner.** A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the ~~Interconnection~~**Attachment** Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that ~~Transmission Provider~~**Party** obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be confidential hereunder **treated in accordance with Article 22 of this Agreement.**

ARTICLE 7. METERING

- 7.1 **General.** ~~Each Party~~ **Developer and Transmission Owner** shall **each** comply with the Applicable Reliability Council **applicable** requirements **of NYISO and the New York Public Service Commission when exercising its rights and fulfilling its responsibilities under this Article 7.** Unless otherwise agreed by the Parties **Transmission Owner and NYISO approved meter service provider and Developer, the** Transmission Provider **Owner** shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. ~~Power~~ **Net power** flows **including MW and MVAR, MWHR and loss profile data** to and from the Large Generating Facility shall be measured at ~~or, at~~ Transmission Provider's option, ~~compensated to,~~ the Point of Interconnection. Transmission Provider **Owner** shall provide metering quantities, in analog and/or digital form, **as required,** to ~~Interconnection Customer~~ **Developer or NYISO** upon request. **Where the Point of Interconnection Customer for the Large Generating Facility is other than the generator terminal, the Developer shall also provide gross MW and MVAR quantities at the generator terminal.** **Developer** shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2 **Check Meters.** ~~Interconnection Customer~~ **Developer**, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Transmission Provider **Owner**'s meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this ~~LGA~~ **Agreement**, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider **Owner** or its designee. The installation, operation and maintenance

thereof shall be performed entirely by ~~Interconnection Customer~~Developer in accordance with Good Utility Practice.

- 7.3 Standards.** Transmission ~~Provider~~Owner shall install, calibrate, and test revenue quality Metering Equipment including potential transformers and current transformers in accordance with applicable ANSI and PSC standards as detailed in the NYISO Control Center Communications Manual.
- 7.4 Testing of Metering Equipment.** Transmission ~~Provider~~Owner shall inspect and test all ~~Transmission of Provider-owned~~its Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by ~~Interconnection Customer~~NYISO or Developer, Transmission ~~Provider~~Owner shall, at ~~Interconnection Customer~~Developer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission ~~Provider~~Owner shall give reasonable notice of the time when any inspection or test shall take place, and ~~Interconnection Customer~~Developer and NYISO may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at ~~Interconnection Customer~~Developer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission ~~Provider~~Owner's failure to maintain, then Transmission ~~Provider~~Owner shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission ~~Provider~~Owner shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using ~~Interconnection Customer~~Developer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment. The NYISO shall reserve the right to review all associated metering equipment installation on the Developer's or Transmission Owner's property at any time.
- 7.5 Metering Data .** At ~~Interconnection Customer~~Developer's expense, the metered data shall be telemetered to one or more locations designated by Transmission ~~Provider~~Owner, Developer and ~~one or more locations designated by Interconnection Customer~~NYISO. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

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

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

Each Party will promptly advise the appropriate other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by ~~the~~that other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless

otherwise mutually agreed by the Parties Party providing such equipment and the Party receiving such equipment.

ARTICLE 9. OPERATIONS

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

~~**9.2 Control Area Notification.** At least three months before Initial Synchronization Date, the Interconnection Customer shall notify the Transmission Provider in writing of the Control Area in which the Large Generating Facility will be located. If the Interconnection Customer elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area.~~

~~**9.2 9.3 NYISO and Transmission Provider Owner Obligations.** Transmission Provider Owner and NYISO shall cause the New York State Transmission System and the Transmission Provider Owner's Interconnection Attachment Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA Agreement and the NYISO Tariffs. Transmission Provider Owner and NYISO may provide operating instructions to Interconnection Customer Developer consistent with this LGIA Agreement, NYISO procedures and Transmission Provider Owner's operating protocols and procedures as they may change from time to time. Transmission Provider Owner and NYISO will consider changes to its their respective operating protocols and procedures proposed by Interconnection Customer Developer.~~

~~**9.3 9.4 Interconnection Customer Developer Obligations.** Interconnection Customer Developer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer Interconnection Developer Attachment Facilities in a safe and reliable manner and in accordance with this LGIA Agreement. Interconnection Customer Developer shall operate the Large Generating Facility and the Interconnection Customer Interconnection Developer Attachment Facilities in accordance with all applicable NYISO and Transmission Owner requirements of~~

the Control Area of which it is part, as such requirements are set forth or referenced in Appendix C, ~~Interconnection Details~~, of this LGIA hereto. Appendix C, ~~Interconnection Details~~, will be modified to reflect changes to the requirements as they may change from time to time. ~~Either~~ Any Party may request that the appropriate other Party or Parties provide copies of the requirements set forth or referenced in Appendix C, ~~Interconnection Details~~, of this LGIA hereto.

9.4 **9.5 Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, ~~the Interconnection Customer~~ of the Developer and Transmission Owner, the Developer is responsible for the proper synchronization of the Large Generating Facility to the Transmission Provider's New York State Transmission System in accordance with NYISO and Transmission Owner procedures and requirements.

9.5 **9.6 Reactive Power.**

9.5.1 **9.6.1 Power Factor Design Criteria.** ~~Interconnection Customer~~ Developer shall design the Large Generating Facility to maintain ~~an~~ effective composite power delivery at continuous rated power output demonstrated maximum net capability at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, ~~unless~~ established by the Transmission Provider Owner on a comparable basis, until NYISO has established different requirements that apply to all generators in the New York Control Area on a comparable basis.

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

The Transmission Owner shall not unreasonably restrict or condition the reactive power production or absorption of the Large Generating Facility in accordance with Good Utility Practice.

9.5.2 **9.6.2 Voltage Schedules.** Once the ~~Interconnection Customer~~ Developer has synchronized the Large Generating Facility with the New York State Transmission System, ~~Transmission Provider~~ NYISO shall require ~~Interconnection Customer~~ Developer to operate the Large Generating Facility to produce or absorb reactive power within the design ~~limitations~~ capability of the Large Generating Facility set forth in Article ~~9.6.1~~ 9.5.1 (Power Factor Design Criteria). ~~Transmission Provider~~ NYISO's voltage schedules shall treat all sources of reactive

power in the New York Control Area in an equitable and not unduly discriminatory manner. ~~Transmission Provider~~NYISO shall exercise Reasonable Efforts to provide Interconnection Customer~~Developer~~ with such schedules at least one (1) day in advance accordance with NYISO procedures, and may make changes to such schedules as necessary to maintain the reliability of the New York State Transmission System. ~~Interconnection Customer~~Developer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations capability of the Large Generating Facility set forth in Article 9.6.19.5.1 (Power Factor Design Criteria) as directed by the Transmission Owner's System Operator or the NYISO. If ~~Interconnection Customer~~Developer is unable to maintain the specified voltage or power factor, it shall promptly notify the ~~System Operator~~NYISO.

9.5.2.1 ~~9.6.2.1~~ **Governors and Regulators.** Whenever the Large Generating Facility is operated in parallel with the New York State Transmission System and ~~the turbine speed governors (if installed on the generating unit pursuant to Good Utility Practice) and~~ and automatic voltage regulators are capable of operation, ~~Interconnection Customer~~ shall operate the Large Generating Facility with its speed governors and voltage regulators be in automatic operation at all times. If the Large Generating Facility's speed governors and or automatic voltage regulators are not capable of such automatic operation, the ~~Interconnection Customer~~Developer shall immediately notify ~~Transmission Provider's system operator~~NYISO, or its designated representative, and ensure that such Large Generating Facility's real and reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits and NYISO system operating (thermal, voltage and transient stability) limits. ~~Interconnection Customer~~Developer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the New York State Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the New York Control Area on a comparable basis.

9.5.3 ~~9.6.3~~ **Payment for Reactive Power.** ~~Transmission Provider is required to pay Interconnection Customer~~NYISO shall pay Developer for reactive

power or voltage support service that Interconnection Customer Developer provides or absorbs from the Large Generating Facility only in those instances where accordance with the Transmission Provider requests provisions of Rate Schedule 2 of the Interconnection Customer to operate its Large Generating Facility outside the agreed upon dead band NYISO Services Tariff. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.6 9.7-Outages and Interruptions.

9.6.1 9.7.1-Outages.

9.6.1.1 9.7.1.1-Outage Authority and Coordination. Each Party may Developer and Transmission Owner may each, in accordance with NYISO procedures and Good Utility Practice and in coordination with the other Party, remove from service any of its respective Interconnection Attachment Facilities or Network Upgrades System Upgrade Facilities that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition State, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to both Parties the Developer and the Transmission Owner. In all circumstances any either Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.6.1.2 9.7.1.2-Outage Schedules. The Transmission Provider Owner shall post scheduled outages of its transmission facilities on the NYISO OASIS. Interconnection Customer Developer shall submit its planned maintenance schedules for the Large Generating Facility to Transmission Provider Owner and NYISO for a minimum of a rolling ~~twenty~~ thirty-four ~~six~~ month period. Interconnection Customer Developer shall update its planned maintenance schedules as necessary. NYISO may direct, or the Transmission Provider Owner may request Interconnection Customer, Developer to reschedule its maintenance as necessary to maintain the reliability of the New York State Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission

~~Provider~~**Owner** shall compensate ~~Interconnection~~
~~Customer~~**Developer** for any additional direct costs that the
~~Interconnection~~~~Customer~~**Developer** incurs as a result of
~~having to reschedule~~**rescheduling** maintenance, including any
additional overtime, breaking of maintenance contracts or
other costs above and beyond the cost the ~~Interconnection~~
~~Customer~~**Developer** would have incurred absent the
~~Transmission Provider's request to reschedule maintenance.~~
~~Interconnection~~~~Customer~~**Developer** will not be eligible to
receive compensation, if during the twelve (12) months prior to
the date of the scheduled maintenance, the ~~Interconnection~~
~~Customer~~**Developer** had modified its schedule of maintenance
activities **other than at the direction of the NYISO or request of
the Transmission Owner.**

9.6.1.3 **9.7.1.3- Outage Restoration.** If an outage on a Party's
~~Interconnection~~**the Attachment** Facilities or Network
~~Upgrades~~**System Upgrade Facilities of the Transmission**
Owner or Developer adversely affects the other Party's
operations or facilities, the Party that owns ~~or controls~~ the
facility that is out of service shall use Reasonable Efforts to
promptly restore such facility(ies) to a normal operating
condition consistent with the nature of the outage. The Party
that owns ~~or controls~~ the facility that is out of service shall
provide the other Party **and NYISO**, to the extent such
information is known, information on the nature of the
~~Emergency Condition~~**State**, an estimated time of restoration,
and any corrective actions required. Initial verbal notice shall
be followed up as soon as practicable with written notice
explaining the nature of the outage.

9.6.2 **9.7.2- Interruption of Service.** If required by Good Utility Practice **or**
Applicable Reliability Standards to do so, **the NYISO or** Transmission
~~Provider~~**Owner** may require ~~Interconnection~~~~Customer~~**Developer** to
interrupt or reduce ~~deliveries~~**production** of electricity if such
~~delivery~~**production** of electricity could adversely affect **the ability of**
NYISO and ~~Transmission Provider's ability~~**Owner** to perform such
activities as are necessary to safely and reliably operate and maintain
the **New York State** Transmission System. The following provisions
shall apply to any interruption or reduction permitted under this Article
~~9.7.2~~**9.6.2**:

9.6.2.1 **9.7.2.1** The interruption or reduction shall continue only for so
long as reasonably necessary under Good Utility Practice;

9.6.2.2 ~~9.7.2.2~~ Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all Generating Facilities directly connected to the **New York State** Transmission System;

9.6.2.3 ~~9.7.2.3~~ When the interruption or reduction must be made under circumstances which do not allow for advance notice, **NYISO or** Transmission Provider **Owner** shall notify ~~Interconnection Customer~~ **Developer** by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. ~~Telephone notification shall be followed by written notification as soon as practicable;~~

9.6.2.4 ~~9.7.2.4~~ Except during the existence of an Emergency Condition **State**, when the interruption or reduction can be scheduled without advance notice, **NYISO or** Transmission Provider **Owner** shall notify ~~Interconnection Customer~~ **Developer** in advance regarding the timing of such scheduling and further notify ~~Interconnection Customer~~ **Developer** of the expected duration. **NYISO or** Transmission Provider **Owner** shall coordinate with **each other and the Interconnection Customer** **Developer** using Good Utility Practice to schedule the interruption or reduction during periods of least impact to the ~~Interconnection Customer~~ **Developer, the Transmission Owner** and the **New York State** Transmission Provider **System**;

9.6.2.5 ~~9.7.2.5~~ The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, ~~Interconnection~~ **Attachment** Facilities, and the **New York State** Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.6.3 ~~9.7.3~~ **Under-Frequency and Over Frequency Conditions.** The **New York State** Transmission System is designed to automatically activate a load-shed program as required by the ~~Applicable Reliability Council~~ **NPCC** in the event of an under-frequency system disturbance. ~~Interconnection Customer~~ **Developer** shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the ~~Applicable Reliability Council~~ **NPCC** to ensure “ride through” capability of the **New York State** Transmission System. Large Generating Facility response to frequency deviations of predetermined

magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with the NYISO and Transmission Provider Owner in accordance with Good Utility Practice. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the New York State Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice. and with NPCC criteria A-3.

9.6.4 9.7.4 System Protection and Other Control Requirements.

9.6.4.1 9.7.4.1 System Protection Facilities. Interconnection Customer Developer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer Interconnection Developer Attachment Facilities. Transmission Provider Owner shall install at Interconnection Customer Developer's expense any System Protection Facilities that may be required on the Transmission Provider Owner Interconnection Attachment Facilities or the New York State Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer Interconnection Developer Attachment Facilities.

9.6.4.2 9.7.4.2 Each Party's The protection facilities of both the Developer and Transmission Owner shall be designed and coordinated with other systems in accordance with Good Utility Practice and Applicable Reliability Standards.

9.6.4.3 9.7.4.3 Each Party The Developer and Transmission Owner shall each be responsible for protection of its respective facilities consistent with Good Utility Practice and Applicable Reliability Standards.

9.6.4.4 9.7.4.4 Each Party's The protective relay design of the Developer and Transmission Owner shall each incorporate the necessary test switches to perform the tests required in Article 6.6 of this Agreement. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of

the interconnection Customer Developer's units Large Generating Facility.

9.6.4.5 ~~9.7.4.5~~ Each Party The Developer and Transmission Owner will each test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and NPCC criteria.

9.6.4.6 ~~9.7.4.6~~ Prior to the In-Service Date, and again prior to the Commercial Operation Date, ~~each Party~~ the Developer and Transmission Owner shall each perform, or ~~its~~ their agent agents shall perform, a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, ~~each Party~~ the Developer and Transmission Owner shall each perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.6.5 ~~9.7.5~~ **Requirements for Protection.** In compliance with NPCC requirements and Good Utility Practice, ~~Interconnection Customer~~ Developer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the New York State Transmission System not otherwise isolated by Transmission Provider Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New York State Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the New York State Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties Developer and Transmission Owner. ~~Interconnection Customer~~ Developer shall be responsible for protection of the Large Generating Facility and ~~Interconnection Customer~~ Developer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. ~~Interconnection Customer~~ Developer shall be solely responsible to disconnect the Large Generating Facility and ~~Interconnection Customer~~ Developer's other

equipment if conditions on the New York State Transmission System could adversely affect the Large Generating Facility.

9.6.6 **9.7.6 Power Quality.** Neither Party's ~~the~~ facilities of Developer nor the facilities of Transmission Owner shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.7 **9.8 Switching and Tagging Rules.** ~~Each Party~~ The Developer and Transmission Owner shall each provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a nondiscriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.8 **9.9 Use of Interconnection Attachment Facilities by Third Parties.**

9.8.1 **9.9.1 Purpose of Interconnection Attachment Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the ~~Interconnection~~ Attachment Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the New York State Transmission System and shall be used for no other purpose.

9.8.2 **9.9.2 Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Transmission Provider's ~~Interconnection~~ Owner's Attachment Facilities, or any part thereof, ~~Interconnection Customer~~ Developer will be entitled to compensation for the capital expenses it incurred in connection with the ~~Interconnection~~ Attachment Facilities based upon the pro rata use of the ~~Interconnection~~ Attachment Facilities by Transmission Provider Owner, all third party users, and ~~Interconnection Customer~~ Developer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the ~~Interconnection~~ Attachment Facilities, will be allocated between ~~Interconnection Customer~~ Developer and any third party users based

upon the pro rata use of the ~~Interconnection~~Attachment Facilities by Transmission Provider~~Owner~~, all third party users, and ~~Interconnection Customer~~Developer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

- 9.9** ~~9.10~~ **Disturbance Analysis Data Exchange.** The Parties will cooperate with one another and the NYISO in the analysis of disturbances to either the Large Generating Facility or the ~~Transmission Provider's~~New York State Transmission System by gathering and providing access to any information relating to any disturbance, including information from ~~oscillography~~disturbance recording equipment, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

- 10.1** **Transmission Provider~~Owner~~ Obligations.** Transmission Provider~~Owner~~ shall maintain the ~~Transmission System~~its transmission facilities and the ~~Transmission Provider's~~ Interconnection Attachment Facilities in a safe and reliable manner and in accordance with this ~~LGIA~~Agreement.
- 10.2** **Interconnection Customer~~Developer~~ Obligations.** Interconnection Customer~~Developer~~ shall maintain the ~~its~~ Large Generating Facility and the ~~Interconnection Customer~~ Interconnection Attachment Facilities in a safe and reliable manner and in accordance with this ~~LGIA~~Agreement.
- 10.3** **Coordination.** The Parties Developer and Transmission Owner shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the ~~Interconnection~~ Attachment Facilities. The Developer and Transmission Owner shall keep NYISO fully informed of the preventive and corrective maintenance that is planned, and shall schedule all such maintenance in accordance with NYISO procedures.
- 10.4** **Secondary Systems.** Each Party shall The Interconnection Customer and Transmission Owner shall each cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party Developer or Transmission Owner's

facilities and equipment which may reasonably be expected to impact the other Party. ~~Each Party~~The Developer and Transmission Owner shall each provide advance notice to the other Party, and to NYISO, before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

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

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 ~~Interconnection Customer~~Developer Attachment Facilities.** ~~Interconnection Customer~~Developer shall design, procure, construct, install, own and/or control the ~~Interconnection Customer~~Developer Attachment Facilities described in Appendix A, ~~Interconnection Facilities, Network Upgrades and Distribution Upgrades~~ hereto, at its sole expense.
- 11.2 ~~Transmission Provider's~~Owner's Attachment Facilities.** ~~Transmission Provider or~~ Transmission Owner shall design, procure, construct, install, own and/or control the ~~Transmission Provider's~~Owner's Attachment Facilities described in Appendix A, ~~Interconnection Facilities, Network Upgrades and Distribution Upgrades~~ hereto, at the sole expense of the ~~Interconnection Customer~~Developer.
- 11.3 ~~Network Upgrades and Distribution Upgrades~~System Upgrade Facilities.** ~~Transmission Provider or~~ Transmission Owner shall design, procure, construct, install, and own the ~~Network Upgrades and Distribution Upgrades~~System Upgrade Facilities described in Appendix A, ~~Interconnection Facilities, Network Upgrades and Distribution Upgrades~~ hereto. The ~~Interconnection Customer~~ shall be responsible responsibility of the Developer for all costs related to ~~Distribution Upgrades~~. Unless the ~~Transmission Provider or~~ Transmission Owner elects to fund the capital for the ~~Network Upgrades~~, they System Upgrade Facilities shall

be solely funded by determined in accordance with the Interconnection Customer provisions of Attachment S to the NYISO OATT.

11.4 Transmission Credits.

~~11.4.1 Refund of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash refund, equal to the total amount paid to Transmission Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility.~~

~~Notwithstanding the foregoing, Interconnection Customer, Transmission Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Provider and Affected System Operator refund all amounts paid by Interconnection Customer for the Network Upgrades, together with interest, within five (5) years from the Commercial Operation Date. Transmission Provider and Affected System Operator shall provide refunds to Interconnection Customer only after commercial operation of the Large Generating Facility has been demonstrated.~~

~~If the Large Generating Facility fails to achieve commercial operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Provider and Affected System Operator shall at that time provide refunds to Interconnection Customer for the amounts advanced for the Network Upgrades. Any refund shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(ii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a refund of such payment pursuant to this subparagraph. Interconnection Customer may assign such refund rights to any person.~~

11.4.1 ~~11.4.2 Special Provisions for Affected Systems. Unless the Transmission Provider provides, under the LGIA, for~~ For the payment of refunds for amounts advanced to Affected System Operator for Network

Upgrades ~~System Upgrade Facilities~~, the Interconnection Customer ~~Developer~~ and Affected System Operator shall enter into an agreement that provides for such payment, but only if responsibility for the cost of such System Upgrade Facilities is not to be allocated in accordance with Attachment S to the NYISO OATT. The agreement shall specify the terms governing payments to be made by the Interconnection Customer ~~Developer~~ to the Affected System Operator as well as the payment of refunds by the Affected System Operator.

Refunds are to be paid without regard to whether the Interconnection Customer ~~Developer~~ contracts for transmission service on the Affected System. If the Interconnection Customer ~~Developer~~ does not contract for transmission service, and in the absence of another mutually agreeable payment schedule, refunds shall be established at a level equal to the Affected System's rate for firm point-to-point transmission service multiplied by the output of the Large Generating Facility assumed in the Interconnection Facilities Study. All refunds must be paid within five years of the Commercial Operation Date.

11.4.2 ~~11.4.3~~ Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer ~~Developer~~ shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the ~~Network Upgrades~~ System Upgrade Facilities, including the right to obtain refunds or transmission credits for transmission service that is not associated with the Large Generating Facility.

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

basis for payments made to Transmission Provider Owner under this LGIA Agreement during its term.

In addition:

- 11.5.1** The guarantee must be made by an entity that meets the commercially reasonable creditworthiness requirements of Transmission Provider Owner, and contains terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer Developer, up to an agreed-to maximum amount.
- 11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider Owner and must specify a reasonable expiration date.
- 11.5.3** The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider Owner and must specify a reasonable expiration date.
- 11.5.4** Attachment S to the NYISO OATT shall govern the Security that Developer provides for System Upgrade Facilities.
- 11.6** Interconnection Customer Developer Compensation for Emergency Services. If, during an Emergency State, the Developer provides services at the request or direction of the NYISO or Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer Owner, the Developer will be compensated for such services in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, the Transmission Provider agrees to compensate the Interconnection Customer in such amount as would have been due the Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service. NYISO Services Tariff.

~~11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.~~ Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

ARTICLE 12. INVOICE

- 12.1 General.** ~~Each Party~~The Developer and Transmission Owner shall each submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties Developer and Transmission Owner may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts one Party owes to the other Party under this LGIA Agreement, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six months after completion of the construction of the Transmission Provider's ~~Interconnection~~Owner's Attachment Facilities and the Network Upgrades System Upgrade Facilities, Transmission Provider Owner shall provide an invoice of the final cost of the construction of the Transmission Provider Owner's Interconnection Attachment Facilities and the Network Upgrades System Upgrade Facilities, determined in accordance with Attachment S to the NYISO OATT, and shall set forth such costs in sufficient detail to enable ~~Interconnection Customer~~Developer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider Owner shall refund to ~~Interconnection Customer~~Developer any amount by which the actual payment by ~~Interconnection Customer~~Developer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F hereto. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by ~~Interconnection Customer~~ will not constitute a waiver of any rights or claims ~~Interconnection Customer~~the paying Party may have under this LGIA Agreement.
- 12.4 Disputes.** In the event of a billing dispute between Transmission Provider Owner and ~~Interconnection Customer~~Developer, Transmission Provider Owner shall

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

ARTICLE 13. EMERGENCIES

~~13.1~~ **Definition.** "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, the Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or the Interconnection Customer Interconnection Facilities. ~~System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.~~

~~13.1~~ **13.2-Obligations.** Each Party shall comply with the Emergency Condition State procedures of NYISO, the applicable ISO/RTO, NERC, the Applicable Reliability Council Councils, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint NYISO Operating Committee.

~~13.2~~ **13.3-Notice.** NYISO or, as applicable, Transmission ~~Provider~~Owner shall notify ~~Interconnection Customer~~Developer promptly when it becomes aware of an Emergency Condition State that affects the Transmission ~~Provider~~Owner's Interconnection Attachment Facilities or the New York State Transmission System that may reasonably be expected to affect ~~Interconnection Customer~~Developer's operation of the Large Generating Facility or the Interconnection ~~Customer~~Developer's Interconnection Attachment Facilities. ~~Interconnection Customer~~Developer shall notify NYISO and Transmission ~~Provider~~Owner promptly when it becomes aware of an Emergency Condition State that affects the Large Generating Facility or the ~~Interconnection Customer~~ Interconnection Developer Attachment Facilities that may reasonably be expected

to affect the New York State Transmission System or the Transmission Provider~~Owner's Interconnection~~Attachment Facilities. To the extent information is known, the notification shall describe the Emergency Condition~~State~~, the extent of the damage or deficiency, the expected effect on the operation of ~~Interconnection Customer~~Developer's or Transmission Provider~~Owner's~~ facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 13.4-Immediate Action. Unless, in ~~Interconnection Customer~~Developer's reasonable judgment, immediate action is required, ~~Interconnection Customer~~Developer shall obtain the consent of Transmission Provider~~Owner~~, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the ~~Interconnection Customer~~Interconnection Developer Attachment Facilities in response to an Emergency Condition~~State~~ either declared by the NYISO, Transmission Provider~~Owner~~ or otherwise regarding the New York State Transmission System.

13.4 13.5-NYISO and Transmission Provider~~Owner~~ Authority.

13.4.1 13.5.1-General. NYISO or Transmission Provider~~Owner~~ may take whatever actions or inactions with regard to the New York State Transmission System or the Transmission Provider~~Owner's~~ ~~Interconnection~~Attachment Facilities it deems necessary during an Emergency Condition~~State~~ in order to (i) preserve public health and safety, (ii) preserve the reliability of the New York State Transmission System or the Transmission Provider~~Owner's~~ ~~Interconnection~~Attachment Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

NYISO and Transmission Provider~~Owner~~ shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the ~~Interconnection Customer~~Interconnection Developer Attachment Facilities. NYISO or Transmission Provider~~Owner~~ may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition~~State~~ by taking actions necessary and limited in scope to remedy the Emergency Condition~~State~~, including, but not limited to, directing ~~Interconnection Customer~~Developer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.213.4.2; directing the ~~Interconnection Customer~~Developer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of

the Large Generating Facility and the ~~Interconnection Customer~~ ~~Interconnection~~ **Developer Attachment** Facilities. ~~Interconnection Customer~~ ~~Developer~~ shall comply with all of the NYISO and Transmission Provider Owner's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 ~~13.5.2~~ **Reduction and Disconnection.** NYISO or Transmission Provider Owner may reduce Network Access ~~Interconnection Service~~ or disconnect the Large Generating Facility or the ~~Interconnection Customer~~ ~~Interconnection~~ **Developer Attachment** Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to an Emergency Conditions State. These rights are separate and distinct from any right of curtailment Curtailment of the ~~Transmission Provider~~ NYISO pursuant to the ~~Transmission Provider's Tariff~~ NYISO OATT. When the NYISO or Transmission Provider Owner can schedule the reduction or disconnection in advance, NYISO or Transmission Provider Owner shall notify ~~Interconnection Customer~~ Developer of the reasons, timing and expected duration of the reduction or disconnection. NYISO or Transmission Provider Owner shall coordinate with the ~~Interconnection Customer~~ Developer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to the ~~Interconnection Customer~~ Developer and the New York State Transmission Provider System. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the ~~Interconnection~~ **Attachment** Facilities, and the New York State Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.5 ~~13.6~~ **Interconnection Customer** Developer Authority. Consistent with Good Utility Practice and the LGIA and the LGIP this Agreement, the ~~Interconnection Customer~~ Developer may take whatever actions or inactions with regard to the Large Generating Facility or the ~~Interconnection Customer~~ ~~Interconnection~~ **Developer Attachment** Facilities during an Emergency Condition State in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the ~~Interconnection Customer~~ ~~Interconnection~~ **Developer Attachment** Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. ~~Interconnection Customer~~ Developer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New York State Transmission System and the ~~Transmission Provider~~ Owner's ~~Interconnection~~ **Attachment** Facilities. NYISO and Transmission Provider Owner

shall use Reasonable Efforts to assist ~~Interconnection Customer~~Developer in such actions. ~~Interconnection Customer shall not be obligated to follow Transmission Provider's instructions to the extent the instruction would have a material adverse impact on the safe and reliable operation of Interconnection Customer's Large Generating Facility. Upon request, Interconnection Customer shall provide Transmission Provider with documentation of any such alleged material adverse impact.~~

- 13.6** ~~13.7 Limited Liability.~~ Except as otherwise provided in Article ~~11.6~~11.6 of this ~~LGIA Agreement~~, ~~neither~~no Party shall be liable to ~~the~~another other ~~Party~~ for any action it takes in responding to an Emergency Condition ~~State~~ so long as such action is made in good faith and is consistent with Good Utility Practice and the NYISO Tariffs.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this ~~LGIA Agreement~~ shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this ~~LGIA Agreement~~ shall require ~~Interconnection Customer~~Developer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this ~~LGIA Agreement~~ and each of its provisions shall be governed by the laws of the state ~~where the Point of Interconnection is located~~New York, without regard to its conflicts of law principles.

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

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

ARTICLE 15. NOTICES

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

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

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

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by ~~either a~~ Party to the other Parties and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F hereto.

15.4 Operations and Maintenance Notice. ~~Each Party~~ Developer and Transmission Owner shall each notify the other Party, and NYISO, in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 40-10 of this Agreement.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 ~~Neither a~~ Party shall not be considered to be responsible or liable, or deemed, in Default with respect to any obligation hereunder, (including obligations under Article 4 of this Agreement), other than the obligation to pay money when due, if to the extent the Party is prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any

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

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No ~~Default~~Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA Agreement or the result of an act or omission of the other ~~Party~~Parties. Upon a ~~Default~~Breach, the non-defaulting ~~Party~~Breaching Parties shall give written notice of such ~~Default~~ to the defaulting ~~Party~~Breaching Party. ~~Except as provided in Article 17.1.2, the defaulting~~The Breaching Party shall have thirty (30) Calendar Days from receipt of the ~~Default~~Breach notice within which to cure such ~~Default~~Breach; provided however, if such ~~Default~~Breach is not capable of cure within thirty (30) Calendar Days, the defaulting ~~Party~~Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the ~~Default~~Breach notice; and, if cured within such time, the ~~Default~~Breach specified in such notice shall cease to exist.

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

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Indemnity. ~~The Parties~~ **Each Party (the "Indemnifying Party")** shall at all times indemnify, defend, and save the other Party harmless, **as applicable, the other Parties (each an "Indemnified Party")** from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, **the alleged violation of any Environmental Law, or the release or threatened release of any Hazardous Substance,** demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from **(i) the other Indemnified Party's action or inactions performance of its obligations under this LGIA Agreement on behalf of the indemnifying Indemnifying Party, except in cases where the Indemnifying Party can demonstrate that the Loss of the Indemnified Party was caused by the** gross negligence or intentional wrongdoing **by of the indemnified Indemnified Party or (ii) the violation by the Indemnifying Party of any Environmental Law or the release by the Indemnifying Party of any Hazardous Substance.**

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

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

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

The **Except as stated below, the** Indemnifying Party shall have the right to assume the defense thereof with counsel designated by

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

The Indemnified ~~Person~~Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified ~~Person~~Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified ~~Person~~Party, or there exists a conflict or adversity of interest between the Indemnified ~~Person~~Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified ~~Person~~Party, and (ii) shall not settle or consent to the entry of any ~~judgement~~judgment in any action, suit or proceeding without the consent of the Indemnified ~~Person~~Party, which shall not be ~~reasonably~~unreasonably withheld, conditioned or delayed.

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

18.3 Insurance. Each party Developer and Transmission Owner shall each, at its own expense, maintain in force throughout the period of this LGIA Agreement, and until released by the other Party Parties, the following minimum insurance coverages, with insurers authorized to do business in the state ~~where the Point of Interconnection is located~~ New York:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of ~~the state in which the Point of Interconnection is located~~ New York State. The minimum limits for the Employers' Liability insurance shall be One Million Dollars (\$1,000,000) each accident bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit bodily injury by disease.

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

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

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies of Developer and Transmission Owner shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as

additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA Agreement against the Other Party Group and provide thirty (30) days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party Developer and Transmission Owner shall each be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties Developer and Transmission Owner.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties Developer and Transmission Owner are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by ~~the~~ those Parties under this LGIA Agreement.
- 18.3.9** Within ten (10) days following execution of this LGIA Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party Developer and Transmission Owner shall provide certification of all insurance required in this LGIA Agreement, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party Developer and Transmission Owner may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's. For any period of

time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.1 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article 18.3.10, it shall not be required to comply with the insurance requirements applicable to it under Articles 18.3.1 through 18.3.9.

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

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This **LGIA Agreement** may be assigned by either ~~a~~ **Party** only with the written consent of the other **Parties**; provided that ~~either a~~ **Party** may assign this **LGIA Agreement** without the consent of the other **Party Parties** to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this **LGIA Agreement**; and provided further that **a Party may assign this Agreement without the Interconnection Customer consent of the other Parties in connection with the sale, merger, restructuring, or transfer of a substantial portion or all of its assets, including the Attachment Facilities it owns, so long as the assignee in such a transaction directly assumes in writing all rights, duties and obligations arising under this Agreement; and provided further that the Developer** shall have the right to assign this **LGIA Agreement**, without the consent of the **NYISO or Transmission Provider Owner**, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the ~~Interconnection Customer~~ **Developer** will require any secured party, trustee or mortgagee to notify the **NYISO and Transmission Provider Owner** of any such assignment. Any financing arrangement entered into by the ~~Interconnection Customer~~ **Developer** pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the **NYISO and Transmission Provider Owner** of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Article is void and ineffective. Any assignment under this **LGIA Agreement** shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

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

ARTICLE 21. COMPARABILITY

- 21.1 **Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

- 22.1 **Confidentiality.** ~~Confidential Information shall include, without limitation, all~~Certain information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied~~exchanged~~ by either of the Parties ~~to~~during the other prior to the execution~~term~~ of this ~~LGIA~~Agreement shall constitute confidential information ("Confidential Information") and shall be subject to this Article 22.

~~Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.~~

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

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

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

22.1.3 22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA Agreement; or (6) is required, in accordance with Article 22.1.7~~8~~ of the this LGIA Agreement, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.4 22.1.3 Release of Confidential Information. Neither ~~No~~ Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, or to parties who may be or considering providing financing to or equity participation with ~~Interconnection Customer Developer~~, or to potential purchasers or assignees of ~~Interconnection Customer Party~~, on a need-to-know basis in connection with this LGIA Agreement, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible

for any release of Confidential Information in contravention of this Article 22.

22.1.5 ~~22.1.4~~ **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other ~~Party~~**Parties** of Confidential Information shall not be deemed a waiver by ~~either~~**any** Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.6 ~~22.1.5~~ **No Warranties.** By providing Confidential Information, ~~neither~~**no** Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, ~~neither~~**no** Party obligates itself to provide any particular information or Confidential Information to the other ~~Party~~**Parties** nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.7 ~~22.1.6~~ **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this ~~LGIA~~**Agreement** or its regulatory requirements, **including the NYISO OATT and NYISO Services Tariff. The NYISO shall, in all cases, treat the information it receives in accordance with the requirements of Attachment F to the NYISO OATT.**

22.1.8 ~~22.1.7~~ **Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires ~~either~~**any** Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other ~~Party~~**Parties** with prompt notice of such request(s) or requirement(s) so that the other ~~Party~~**Parties** may seek an appropriate protective order or waive compliance with the terms of this ~~LGIA~~**Agreement**. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.9 ~~22.1.8~~ **Termination of Agreement.** Upon termination of this ~~LGIA Agreement~~ for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other ~~Party~~**Parties**, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other ~~Party~~**Parties**) or return to the other ~~Party~~**Parties**, without retaining copies thereof, any and all written or electronic Confidential Information received from the other ~~Party~~**Parties pursuant to this Agreement**.

22.1.10 ~~22.1.9~~ **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for ~~the other~~**another** Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other ~~Party~~**Parties** shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.11 ~~22.1.10~~ **Disclosure to FERC or its Staff.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this ~~LGIA Agreement or the~~ **NYISO OATT**, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other ~~Party~~**Parties** to this ~~LGIA Agreement~~ prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other ~~Party~~**Parties** to the ~~LGIA Agreement~~ when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time ~~either of the~~ Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. **A Party shall not be liable for any losses, consequential or otherwise, resulting from that Party**

divulging Confidential Information pursuant to a FERC request under this paragraph.

~~22.1.12~~ ~~22.1.11~~ Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA (“Except as otherwise expressly provided herein, no Party shall disclose Confidential Information”) shall not be disclosed by the other Party to any person not employed or retained by the other Party possessing the Confidential Information, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA Agreement, the NYISO OATT or as a ~~transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization.~~ The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential NYISO Services Tariff. Prior to any disclosures of the other Party’s Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

~~22.1.13~~ ~~22.1.12~~ This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

ARTICLE 23. ENVIRONMENTAL RELEASES

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

copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS REQUIREMENT

- 24.1 Information Acquisition.** ~~Transmission Provider and the Interconnection Customer~~ Owner and Developer shall each submit specific information regarding the electrical characteristics of their respective facilities to ~~each~~ the other, and to NYISO, as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by Transmission Provider** ~~Owner~~. The initial information submission by ~~Transmission Provider~~ Owner shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include New York State Transmission System information necessary to allow the ~~Interconnection Customer~~ Developer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by ~~both Parties~~ the Developer and Transmission Owner. On a monthly basis ~~Transmission Provider~~ Owner shall provide ~~Interconnection Customer~~ Developer and NYISO a status report on the construction and installation of ~~Transmission Provider~~ Owner's Interconnection Attachment Facilities and ~~Network Upgrades~~ System Upgrade Facilities, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.
- 24.3 Updated Information Submission by Interconnection Customer** ~~Developer~~. The updated information submission by the ~~Interconnection Customer~~ Developer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. ~~Interconnection Customer~~ Developer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the ~~LGIP~~ Large Facility Interconnection Procedures. It shall also include any additional information provided to ~~Transmission Provider~~ Owner for the Interconnection Feasibility Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with ~~Transmission Provider~~ NYISO standard models. If there is no compatible model, the ~~Interconnection Customer~~ Developer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the ~~Interconnection Customer~~Developer's data is materially different from what was originally provided to Transmission Provider Owner and NYISO pursuant to the ~~an~~ Interconnection Study Agreement between ~~among~~ Transmission Provider Owner, NYISO and ~~Interconnection Customer~~Developer, then Transmission Provider NYISO will conduct appropriate studies to determine the impact on the Transmission Provider New York State Transmission System based on the actual data submitted pursuant to this Article 24.3. The ~~Interconnection Customer~~Developer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties Developer and Transmission Owner shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The ~~Interconnection Customer~~Developer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 percent) change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. ~~Interconnection Customer~~Developer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to the Transmission Provider Owner and NYISO for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, the ~~Interconnection Customer~~Developer shall provide Transmission Provider Owner and NYISO any information changes due to equipment replacement, repair, or adjustment. Transmission Provider Owner shall provide the ~~Interconnection Customer~~Developer and NYISO any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned Owner substation that may affect the ~~Interconnection Customer~~ Interconnection Developer Attachment Facilities equipment ratings, protection or operating requirements. The Parties Developer and Transmission Owner shall provide such information no later than thirty (30)

Calendar Days after the date of the equipment replacement, repair or adjustment.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the “disclosing Disclosing Party”) shall make available to the other ~~another~~ Party (“Requesting Party”) information that is in the possession of the disclosing Disclosing Party and is necessary in order for the other Requesting Party to: (i) verify the costs incurred by the disclosing Disclosing Party for which the other Requesting Party is responsible under this LGIA Agreement; and (ii) carry out its obligations and responsibilities under this LGIA Agreement. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 of this Agreement and to enforce their rights under this LGIA Agreement.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the “notifying Notifying Party”) shall notify the other Party Parties when the notifying Notifying Party becomes aware of its inability to comply with the provisions of this LGIA Agreement for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA Agreement.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA Agreement, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other ~~another~~ Party, to audit at its own expense the other Party’s accounts and records pertaining to either ~~the other~~ Party’s performance or ~~either Party’s~~ satisfaction of its obligations under this LGIA Agreement. Such audit rights shall include audits of the other Party’s costs, calculation of invoiced amounts, ~~the Transmission Provider’s efforts to allocate responsibility for the provision of reactive support to the Transmission System, the Transmission Provider’s efforts to allocate responsibility for interruption or reduction of generation on the Transmission System,~~ and each Party’s actions in an Emergency Condition State. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each ~~the~~ Party’s performance and satisfaction of obligations under this LGIA Agreement. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4. 25.4 of this Agreement.

25.4 Audit Rights Periods.

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

Accounts and records related to the design, engineering, procurement, and construction of Transmission ~~Provider's Interconnection~~ Owner's Attachment Facilities and ~~Network Upgrades~~ System Upgrade Facilities shall be subject to audit for a period of twenty-four months following Transmission ~~Provider~~ Owner's issuance of a final invoice in accordance with Article ~~42.2.~~ 12.2 of this Agreement.

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

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

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

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA Agreement. The hiring Party shall be fully responsible to the other ~~Party~~ Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the NYISO or Transmission ~~Provider~~ Owner be liable for the actions or inactions of the ~~Interconnection Customer~~ Developer or its subcontractors with respect to obligations of the ~~Interconnection Customer~~ Developer under Article 5 of this LGIA Agreement. Any

applicable obligation imposed by this LGIA Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

- 26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance,

ARTICLE 27. DISPUTES

- 27.1 Submission.** In the event either any Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA Agreement or its performance (a 'Dispute'), such Party (~~the "disputing Party"~~) shall provide the other Party Parties with written notice of the ~~dispute or claim~~ Dispute ("Notice of Dispute"). Such ~~dispute or claim~~ Dispute shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party Parties. In the event the designated representatives are unable to resolve the ~~claim or dispute~~ Dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party Parties's receipt of the Notice of Dispute, such ~~claim or dispute~~ Dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such ~~claim or dispute~~ Dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA Agreement.

- 27.2 External Arbitration Procedures.** Any arbitration initiated under this LGIA Agreement shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the ~~dispute~~ Dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. ~~The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel.~~ In either each case, the ~~arbitrators~~ arbitrator(s) shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

- 27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, ~~Interconnection~~ Attachment Facilities, or ~~Network Upgrades~~ System Upgrade Facilities.
- 27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel ~~and one half of the cost of the third arbitrator chosen;~~ or (2) ~~one half-~~ third the cost of the single arbitrator jointly chosen by the Parties.
- 27.5 Termination. Notwithstanding the provisions of this Article 27, any Party may terminate this Agreement in accordance with its provisions or pursuant to an action at law or equity. The issue of whether such a termination is proper shall not be considered a Dispute hereunder.**

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this LGIA Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA Agreement, and it will provide to any Governmental Authority notice of any actions under this LGIA Agreement that are required by Applicable Laws and Regulations.

ARTICLE 29. JOINT OPERATING COMMITTEE

~~**29.1 Joint Operating Committee.** Except in the case of ISOs and RTOs, Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify the Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:~~

- ~~29.1.1~~ Establish data requirements and operating record requirements.
- ~~29.1.2~~ Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.
- ~~29.1.3~~ Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.
- ~~29.1.4~~ Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Large Generating Facility to the Transmission System.
- ~~29.1.5~~ Ensure that information is being provided by each Party regarding equipment availability.
- ~~29.1.6~~ Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

~~ARTICLE 29. ARTICLE 30. MISCELLANEOUS~~

- 29.1 ~~30.1~~ **Binding Effect.** This LGIA Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 29.2 ~~30.2~~ **Conflicts.** In the event of a If there is a discrepancy or conflict between or among the body terms and conditions of this LGIA cover agreement and any attachment, appendices or exhibits the Appendices hereto, the terms and provisions of the body conditions of this LGIA cover agreement shall prevail and be deemed given precedence over the final intent of Appendices, except as otherwise expressly agreed to in writing by the Parties.
- 29.3 ~~30.3~~ **Rules of Interpretation.** This LGIA Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this

LGIA Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA Agreement or such Appendix to this LGIA Agreement, or such Section to the LGIP Large Facility Interconnection Procedures or such Appendix to the LGIP Large Facility Interconnection Procedures, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this LGIA Agreement as a whole and not to any particular Article or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including including”.

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

29.5 Joint and Several Obligations. Except as otherwise stated herein, the obligations of NYISO, Developer and Transmission Owner are several, and are neither joint nor joint and several.

29.6 30.4 Entire Agreement. This LGIA Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under this LGIA Agreement.

29.7 30.5 No Third Party Beneficiaries. This LGIA Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and

the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

~~30.6 Waiver.~~ The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

29.8 **Waiver.** **The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.** Any waiver at any time by either Party of its rights with respect to this ~~LGIA~~**Agreement** shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this ~~LGIA~~**Agreement**. Termination or Default of this ~~LGIA~~**Agreement** for any reason by the ~~Interconnection Customer~~**Developer** shall not constitute a waiver of the ~~Interconnection Customer~~**Developer**'s legal rights to obtain an ~~interconnection~~**Network Access Interconnection Service** from the ~~NYISO and Transmission Provider~~**Owner in accordance with the provisions of the NYISO OATT**. Any waiver of this ~~LGIA~~**Agreement** shall, if requested, be provided in writing.

29.9 **30.7-Headings.** The descriptive headings of the various Articles of this ~~LGIA~~**Agreement** have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this ~~LGIA~~**Agreement**.

29.10 **30.8-Multiple Counterparts.** This ~~LGIA~~**Agreement** may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

29.11 **30.9-Amendment.** The Parties may by mutual agreement amend this ~~LGIA~~**Agreement**, by a written instrument duly executed by both of the Parties.

29.12 **30.10-Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this ~~LGIA~~**Agreement**, by a written instrument duly executed by ~~both~~**all three** of the Parties. Such ~~an~~**an** amendment shall become effective and a part of this ~~LGIA~~**Agreement** upon satisfaction of all Applicable Laws and Regulations.

29.13 **30.11-Reservation of Rights.** ~~NYISO and~~**NYISO and** ~~Transmission Provider~~**Owner** shall have the right to make a ~~unilateral filings~~**unilateral filings** with FERC to modify this ~~LGIA~~**Agreement** with respect to any rates, terms and conditions, charges,

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

29.14 ~~30.12~~ No Partnership. This **LGIA Agreement** shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership ~~between~~ **among** the Parties or to impose any partnership obligation or partnership liability upon either **any** Party. ~~Neither~~ **No** Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, ~~the~~ **any** other Party.

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

NYISO _____ [~~Insert name~~Name of Transmission Provider
~~or Transmission Owner, if applicable.~~]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[~~Insert name of Interconnection Customer~~Name of Developer]

By: _____

Title: _____

Date: _____

Appendices to LGIA

Appendix A

Interconnection ~~Attachment~~ Facilities, Network Upgrades and Distribution Upgrades System Upgrade Facilities

Appendix B

Milestones

Appendix C

Interconnection Details

Appendix D

Security Arrangements Details

Appendix E

Commercial Operation Date

Appendix F

Addresses for Delivery of Notices and Billings

Appendix A

To LGIA

~~Interconnection~~Attachment Facilities, Network Upgrades and Distribution UpgradesSystem Upgrade Facilities

1. ~~Interconnection~~Attachment Facilities:

(a) [~~insert Interconnection Customer's Interconnection~~Developer's Attachment Facilities]:

(b) [~~insert Transmission Provider's Interconnection~~Owner's Attachment Facilities]:

~~2. Network Upgrades:~~

2. System Upgrade Facilities:

(a) [~~insert Stand Alone Network Upgrades~~System Upgrade Facilities]:

(b) [~~insert Other Network Upgrades~~System Upgrade Facilities]:

~~3. Distribution Upgrades:~~

Appendix B

~~To LGIA~~

Milestones

Appendix C

To LGIA

Interconnection Details

Appendix D

~~To LGIA~~

Security Arrangements Details

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

Appendix E

To ~~LGIA~~

Commercial Operation Date

This Appendix E is a part of the LGIA between Transmission Provider and Interconnection Customer.

[Date]

[NYISO Address] _____ [Transmission Provider/Owner Address]

Re: _____ Large ~~Generating~~ Facility

Dear _____:

On **[Date]** **[Interconnection Customer/Developer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer/Developer]** commenced commercial operation of Unit No. _____ at the Large ~~Generating~~ Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[~~Interconnection Customer~~Developer Representative]

Appendix F

To LGIA

Addresses for Delivery of Notices and Billings

Notices:

~~Transmission Provider:~~

NYISO:

[To be supplied.]

Transmission Owner:

[To be supplied.]

~~Interconnection Customer:~~ Developer:

[To be supplied.]

Billings and Payments:

~~Transmission Provider:~~ Owner:

[To be supplied.]

~~Interconnection Customer:~~**Developer:**

[To be supplied.]

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

~~Transmission Provider:~~**NYISO:**

[To be supplied.]

~~Interconnection Customer:~~**Transmission Owner:**

[To be supplied.]

Developer:

[To be supplied.]