

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”), dated as of March 31, 2020, by and among the Power Authority of the State of New York (“NYPA”), National Grid, and the Independent Power Producers of New York, Inc. (“IPPNY”), on behalf of its member companies that, in their sole discretion, may choose whether to enter into separate agreements with NYPA, or with National Grid, or among themselves, on reasonable terms and conditions for the provision of Assistance as defined herein . Each such party is from time to time referred to in this MOU individually as a “Party” or collectively as the “Parties.”

WHEREAS, on March 7, 2020, the Governor of the State of New York, Andrew M. Cuomo, issued Executive Order No. 202 declaring a disaster emergency for the State of New York due to the COVID-19 pandemic;

WHEREAS, a state of emergency exists in numerous other states within the United States due to the COVID-19 pandemic;

WHEREAS, on March 19, 2020, the U.S. Department of Homeland Security Cybersecurity & Infrastructure Security Agency issued guidance identifying workers in the electricity industry as critical infrastructure workers, including but not limited to workers who maintain, ensure, or restore, or are involved in the development, transportation, fuel procurement, expansion, or operation of the generation, transmission, and distribution of electric power; workers at generation, transmission, and electric blackstart facilities; mutual assistance personnel; IT and OT technology staff for Energy Management Systems and Supervisory Control and Data Acquisition, and utility data centers; cybersecurity engineers and risk management; and instrumentation, protection, and control technicians;

WHEREAS, the Parties (or in the case of IPPNY, its members) own and/or operate electric generating facilities, transmission assets, energy control centers and/or other energy infrastructure (“Energy Infrastructure”) through which they provide critical utility and/or energy supply services to their respective customers;

WHEREAS, each of the Parties has undertaken actions to assure the continued provision of its Energy Infrastructure during the COVID-19 pandemic;

WHEREAS, the Parties share a mutual interest in the continued operation of their respective Energy Infrastructure and the power grid generally during the COVID-19 pandemic;


WHEREAS, the Parties desire to express their intent to work cooperatively and provide reasonable assistance to one another to assure the continued provision of critical utility and energy supply services during the COVID-19 pandemic.

NOW, THEREFORE, and in recognition of the foregoing, the Parties state their mutual understandings as follows:

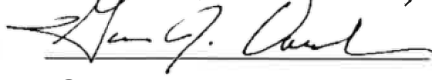
1. Each Party agrees to consider requests by the other Party or Parties for assistance, giving due consideration to its own operational needs. Such assistance may include without limitation requests for the deployment of trained personnel to work on site at the requesting Party's facilities, including sequestration-in-place environments; other forms of support services; equipment; materials; supplies; and fuels (collectively, "Assistance") where a Party, in its sole and absolute discretion, concludes it is able to provide such Assistance, taking into account its own operational needs, the health and safety of its workers, and any other circumstances that it may consider.
2. The Parties, subject to their operational constraints, agree to work cooperatively for the purpose of reaching expeditious agreement on reasonable terms and conditions for the provision of Assistance.
3. The Parties agree to explore mutually beneficial initiatives to support the intent of this MOU.
4. IPPNY agrees to consider taking reasonable steps to support and facilitate the initiatives provided for in paragraphs 1-3 to the extent practicable, provided, however, that the Parties acknowledge that this MOU does not impose any binding obligations on, or provide any rights to, any individual member of IPPNY.
5. Within five (5) days of the execution of this MOU, each Party agrees to establish one or more points of contact for the other Party to facilitate communications relating to the activities addressed in this MOU. IPPNY members may provide this information through IPPNY.
6. This MOU shall be deemed effective as of the date indicated in the opening paragraph and shall be effective until September 30, 2020, unless extended in writing by mutual agreement of all of the Parties.
7. To facilitate execution, this MOU may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single MOU.

IN WITNESS WHEREOF, by signing below, the Parties agree that they have read, understand, and agree to the terms and conditions provided for herein.

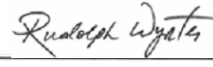
POWER AUTHORITY OF THE STATE OF NEW YORK

By: 
Name: GIL C. QUINONES
Title: PRESIDENT & CEO
Date: 3/31/2020

INDEPENDENT POWER PRODUCERS OF NEW YORK, INC.
(on behalf of itself and its members)

By: 
Name: Gavin J. Donohue
Title: President & CEO
Date: 3/31/2020

NATIONAL GRID

By: 
Name: Rudolph Wynter
Title: President & COO, Wholesale Networks and US Capital Delivery
Date: March 31, 2020