

Contract No. 1969

Superseding Contract No. 670

Niagara Mohawk Power Corporation d/b/a National Grid

WITH

Upper Mohawk Valley Regional Water Board d/b/a Mohawk Valley Water Authority (MVWA)

*REDACTED COPY – CONFIDENTIAL TRADE SECRET STATUS REQUESTED

Type of Contract Purchase (Energy – Capacity)

Term ██████ – ██████

Date of Execution 4/22/2024

Date Effective ██████



Via Electronic Delivery

April 11, 2024

Patrick Becher
Executive Director
Mohawk Valley Water Authority
1 Kennedy Plaza
Utica, New York 13502

██████████@██████████

Re: Amendment No. 1 ("Amendment No. 1") to Interim Energy Sale Agreement between Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") and the Upper Mohawk Valley Regional Water Board d/b/a Mohawk Valley Water Authority ("MVWA") ("Producer"), a corporate municipal instrumentality of the State of New York as set forth in the Upper Mohawk Valley Regional Water Board Act (New York Public Authorities ("PBA") Chapter 43-A, Article 5, Title 10-A) dated April 14, 2023 ("Interim ESA No. 1969")

Dear Mr. Becher:

Article 3.1 of PPA No. 1969 defines the term of Interim ESA No. 1969 as commencing at 12.00 am on the Effective Date and terminating on ██████████, ██████████.

The Parties to Interim ESA No. 1969 desire to extend the term of Interim ESA No. 1969 whereby Producer will continue to sell and deliver, and National Grid will continue to receive and purchase all of the Excess Electric Output produced at the Production Facility.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to extend the term of Interim ESA No. 1969 according to the following terms and conditions:

1. All capitalized terms have the meaning set forth herein, and if not defined herein, shall have the meaning set forth in Interim ESA No. 1969.

2. Article 3.1 of Interim ESA No. 1969 is deleted in its entirety and replaced with the following:

3.1 The term of this Interim ESA shall commence at 12:00 AM on the Effective Date and shall terminate on the earlier to occur of: i) 11:59 pm on ██████████; or ii) thirty (30) calendar days following receipt by National Grid of Producer's written notice of its intent to terminate this Interim ESA; or (iii) the effective date of the New Agreements. Written Notice of intent to terminate must be received under any and all circumstances in which Producer intends to sell energy under a different contract arrangement with National Grid or another outside entity.

3. All of the other provisions of Interim ESA No. 1969 remain in full force and effect.

4. This Amendment No.1, along with Interim ESA No. 1969 shall be read and construed together as a single document, and all references in Interim ESA No. 1969 or any related agreement or instrument to

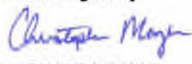
Interim ESA No. 1969 shall hereafter refer to Interim ESA No. 1969 as amended by this Amendment No. 1.

5. This Amendment No. 1 shall be effective as of [REDACTED].

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Amendment No. 1 letter for that purpose and returning the signed copy. I will then have the Amendment No. 1 letter countersigned and will return one copy to you.

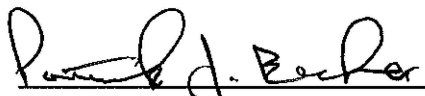
If you have any questions, please contact us at the phone number and email address shown at the bottom of each page.

NIAGARA MOHAWK POWER CORPORATION

DocuSigned by:

By: E83821FA1B3042B RD
Christopher Meyer
Authorized Signatory for Niagara Mohawk Power Corporation

Agreed and Accepted 4/22/2024, 2024

MOHAWK VALLEY WATER AUTHORITY

By 
PATRICK J. BECKER

Agreed and Accepted April 22, 2024