SERVICE AGREEMENT NO. 2868

**SERVICE AGREEMENT NO. 2868**

**STANDARD SMALL GENERATOR**

**INTERCONNECTION AGREEMENT**

**AMONG THE**

**NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.,**

**NIAGARA MOHAWK POWER CORPORATION**

**D/B/A NATIONAL GRID,**

**AND**

**Millers Grove Solar NY LLC**

**Dated as of February 25, 2025**

**(Millers Grove)**

SERVICE AGREEMENT NO. 2868

**TABLE OF CONTENTS**

[**Article 1 Scope and Limitations of Agreement ...................................................................2** 1.1 Applicability ........................................................................................................... 2 1.2 Purpose.................................................................................................................... 2 1.3 Scope of Interconnection Service ........................................................................... 2 1.4 Limitations.............................................................................................................. 2 1.5 Responsibilities of the Parties................................................................................. 2](#br6) [1.6 Parallel Operation Obligations................................................................................ 5 1.7 Metering.................................................................................................................. 5 1.8 Reactive Power and Primary Frequency Response ................................................ 5](#br9) [1.9 Capitalized Terms ................................................................................................... 8](#br12)

[**Article 2 Inspection, Testing, Authorization, and Right of Access ...................................9** 2.1 Equipment Testing and Inspection.......................................................................... 9 2.2 Authorization Required Prior to Parallel Operation ............................................... 9](#br13) [2.3 Right of Access..................................................................................................... 10](#br14)

[**Article 3 Effective Date, Term, Termination, and Disconnection...................................11** 3.1 Effective Date ....................................................................................................... 11 3.2 Term of Agreement............................................................................................... 11 3.3 Termination........................................................................................................... 11](#br15) [3.4 Temporary Disconnection..................................................................................... 12](#br16)

[**Article 4 Cost Responsibility for Interconnection Facilities and Distribution Upgrades...............................................................................................................14** 4.1 Interconnection Facilities...................................................................................... 14 4.2 Distribution Upgrades........................................................................................... 14](#br18)

[**Article 5 Cost Responsibility for System Upgrade Facilities and System Deliverability Upgrades.......................................................................................15** 5.1 Applicability ......................................................................................................... 15 5.2 System Upgrades .................................................................................................. 15 5.3 Special Provisions for Affected Systems.............................................................. 15](#br19)

[**Article 6 Billing, Payment, Milestones, and Financial Security ......................................16** 6.1 Billing and Payment Procedures and Final Accounting ....................................... 16 6.2 Milestones............................................................................................................. 16](#br20) [6.3 Financial Security Arrangements.......................................................................... 17](#br21)

[**Article 7 Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default..........................................................................................18** 7.1 Assignment ........................................................................................................... 18 7.2 Limitation of Liability........................................................................................... 18 7.3 Indemnity.............................................................................................................. 18](#br22) [7.4 Consequential Damages........................................................................................ 19](#br23) [7.5 Force Majeure ....................................................................................................... 20](#br24)

i

SERVICE AGREEMENT NO. 2868

[7.6 Breach and Default ............................................................................................... 20](#br24)[**Article 8 Insurance ..............................................................................................................22**](#br26)[**Article 9 Confidentiality......................................................................................................23**](#br27)[**Article 10 Disputes.................................................................................................................25**](#br29)[**Article 11 Taxes......................................................................................................................26**](#br30)

[**Article 12 Miscellaneous........................................................................................................27** 12.1 Governing Law, Regulatory Authority, and Rules ............................................... 27 12.2 Amendment........................................................................................................... 27 12.3 No Third-Party Beneficiaries................................................................................ 27 12.4 Waiver................................................................................................................... 27 12.5 Entire Agreement.................................................................................................. 27](#br31) [12.6 Multiple Counterparts........................................................................................... 28 12.7 No Partnership ...................................................................................................... 28 12.8 Severability ........................................................................................................... 28 12.9 Security Arrangements.......................................................................................... 28 12.10 Environmental Releases........................................................................................ 28 12.11 Subcontractors....................................................................................................... 28](#br32) [12.12 Reservation of Rights............................................................................................ 29 12.13 Modifications Related to NYISO’s Compliance with Order No. 2023................ 29](#br33)

[**Article 13 Notices ...................................................................................................................30** 13.1 General.................................................................................................................. 30](#br34) [13.2 Billing and Payment.............................................................................................. 31 13.3 Alternative Forms of Notice ................................................................................. 31](#br35) [13.4 Designated Operating Representative................................................................... 32](#br36) [13.5 Changes to the Notice Information....................................................................... 33](#br37)

[**Article 14 Signatures .............................................................................................................34**](#br38)

[Attachment 1 Glossary of Terms](#br39)

[Attachment 2 Detailed Scope of Work, Including Description and Costs of the Small Generating](#br45)

[Facility, Interconnection Facilities, and Metering Equipment](#br45)

[Attachment 3 One-line Diagram Depicting the Small Generating Facility, Interconnection](#br59)

[Facilities, Metering Equipment, and Upgrades](#br59)

[Attachment 4 Milestones](#br61)

[Attachment 5 Additional Operating Requirements for the New York State Transmission System,](#br65)

[the Distribution System and Affected Systems Needed to Support the Interconnection](#br65)

[Customer’s Needs](#br65)

ii

SERVICE AGREEMENT NO. 2868

[Attachment 6 Connecting Transmission Owner’s Description of its Upgrades and Best Estimate](#br66)

[of Upgrade Costs](#br66)

[Attachment 7 Insurance Coverage](#br71)

Attachment 8 Initial Synchronization Date

Attachment 9 Commercial Operation Date

iii

SERVICE AGREEMENT NO. 2868

This Standard Small Generator Interconnection Agreement (“Agreement” or “SGIA”) is madeand entered into this 25th day of February, 2025, by and among the New York IndependentSystem Operator, Inc., a not-for-profit corporation organized and existing under the laws of theState of New York (“NYISO”) and Niagara Mohawk Power Corporation d/b/a National Grid acorporation organized and existing under the laws of the State of New York (“ConnectingTransmission Owner”), and Millers Grove Solar NY LLC, a limited liability company organizedand existing under the laws of the State of Delaware (“Interconnection Customer”) eachhereinafter sometimes referred to individually as “Party” or referred to collectively as the“Parties.”

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1

SERVICE AGREEMENT NO. 2868

**Article 1 Scope and Limitations of Agreement**

**1.1 Applicability**

This Agreement shall be used for all Interconnection Requests submitted under the SmallGenerator Interconnection Procedures (SGIP) except for those submitted under the 10 kWInverter Process contained in SGIP Attachment 5.

**1.2 Purpose**

This Agreement governs the terms and conditions under which the InterconnectionCustomer’s Small Generating Facility will interconnect with, and operate in parallel with, theNew York State Transmission System or the Distribution System.

**1.3 Scope of Interconnection Service**

1.3.1 The NYISO will provide Energy Resource Inter Connection Service and Capacity Resource Interconnection Service to Interconnection Customer at the Point of Interconnection.

1.3.2 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer’s power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any, or applicable provisions of NYISO’s or Connecting Transmission Owner’s tariffs. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity in accordance with the applicable provisions of the ISO OATT and Connecting Transmission Owner’s tariff. The execution of this Agreement does not constitute a request for, nor agreement to, provide Energy, any Ancillary Services or Installed Capacity under the NYISO Services Tariff or any Connecting Transmission Owner’s tariff. If Interconnection Customer wishes to supply or purchase Energy, Installed Capacity or Ancillary Services, then Interconnection Customer will make application to do so in accordance with the NYISO Services Tariff or Connecting Transmission Owner’s tariff.

**1.4 Limitations**

Nothing in this Agreement is intended to affect any other agreement by and among theNYISO, Connecting Transmission Owner and the Interconnection Customer, except as otherwiseexpressly provided herein.

**1.5 Responsibilities of the Parties**

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

2

SERVICE AGREEMENT NO. 2868

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer’s recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Connecting Transmission Owner shall construct, operate, and maintain its Interconnection Facilities and Upgrades covered by this Agreement in accordance with this Agreement, and with Good Utility Practice. If all the Parties agree, the Interconnection Customer may construct the Connecting Transmission Owner’s Interconnection Facilities as specified in Attachment 2.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter’s Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Connecting Transmission Owner or Affected Systems.

1.5.5 The Connecting Transmission Owner and Interconnection Customer shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each of those Parties shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Connecting Transmission Owner and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Connecting Transmission Owner’s electric system, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6 The NYISO shall coordinate with all Affected Systems to support the interconnection. The Connecting Transmission Owner shall cooperate with the NYISO in these efforts.

1.5.7 The Interconnection Customer shall ensure “frequency ride through” capability and “voltage ride through” capability of its Small Generating Facility. The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Connecting Transmission Owner and any Affected Systems for a defined under-frequency or over-frequency condition, or an under- voltage or over-voltage condition, as tested pursuant to Section 2.1 of this agreement. The defined conditions shall be in accordance with Good Utility

3

SERVICE AGREEMENT NO. 2868

Practice and consistent with any standards and guidelines that are applied to othergenerating facilities in the Balancing Authority Area on a comparable basis. TheSmall Generating Facility’s protective equipment settings shall comply with theTransmission Owner’s automatic load-shed program. The Transmission Ownershall review the protective equipment settings to confirm compliance with theautomatic load-shed program. The term “ride through” as used herein shall meanthe ability of a Small Generating Facility to stay connected to and synchronizedwith the system or equipment of the Transmission Owner and any AffectedSystems during system disturbances within a range of conditions, in accordancewith Good Utility Practice and consistent with any standards and guidelines thatare applied to other generating facilities in the Balancing Authority on acomparable basis. The term “frequency ride through” as used herein shall meanthe ability of a Small Generating Facility to stay connected to and synchronizedwith the system or equipment of the Transmission Owner and any AffectedSystems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistentwith any standards and guidelines that are applied to other generating facilities inthe Balancing Authority Area on a comparable basis. The term “voltage ridethrough” as used herein shall mean the ability of a Small Generating Facility tostay connected to and synchronized with the system or equipment of theTransmission Owner and any Affected Systems during system disturbanceswithin a range of under-voltage and over-voltage conditions, in accordance withGood Utility Practice and consistent with any standards and guidelines that areapplied to other generating facilities in the Balancing Authority Area on acomparable basis unless the Transmission Owner in whose Transmission Districtthe Small Generating Facility interconnects has established different requirementsthat apply on a comparable basis in accordance with Good Utility Practice. Forabnormal frequency conditions and voltage conditions within the “no trip zone”as that term is defined by ERO Reliability Standard PRC-024-3, any successormandatory ride through ERO standards, or any more stringent NPCC or NYSRCrequirements applicable to Generating Facilities in the Balancing Authority Areaon a comparable basis, the non-synchronous Small Generating Facility mustensure that, within any physical limitations of the Small Generating Facility, itscontrol and protection settings are configured or set to (1) continue active powerproduction during disturbance and post disturbance periods at pre-disturbancelevels unless reactive power priority mode is enabled or unless providing primaryfrequency response or fast frequency response; (2) minimize reductions in activepower and remain within dynamic voltage and current limits, if reactive powerpriority mode is enabled, unless providing primary frequency response or fastfrequency response; (3) not artificially limit dynamic reactive power capabilityduring disturbances and (4) return to pre-disturbance active power levels withoutartificial ramp rate limits if active power is reduced, unless providing primaryfrequency response or fast frequency response.

4

SERVICE AGREEMENT NO. 2868



**1.6 Parallel Operation Obligations**

Once the Small Generating Facility has been authorized to commence parallel operation,the Interconnection Customer shall abide by all rules and procedures pertaining to the paralleloperation of the Small Generating Facility in the applicable New York Control Area, including,but not limited to: (1) the rules and procedures concerning the operation of generation set forth inthe NYISO tariffs or ISO Procedures or the Connecting Transmission Owner’s tariff; (2) anyrequirements consistent with Good Utility Practice or that are necessary to ensure the safe andreliable operation of the Transmission System or Distribution System; and (3) the OperatingRequirements set forth in Attac[hment 5](#br65) of this Agreement.

**1.7 Metering**

The Interconnection Customer shall be responsible for the Connecting TransmissionOwner’s reasonable and necessary cost for the purchase, installation, operation, maintenance,testing, repair, and replacement of metering and data acquisition equipment specified inAttac[hments 2](#br45) a[nd 3](#br59) of this Agreement. The Interconnection Customer’s metering (and dataacquisition, as required) equipment shall conform to applicable industry rules and OperatingRequirements.

**1.8 Reactive Power and Primary Frequency Response**

1.8.1 Power Factor Design Criteria

1.8.1.1 Synchronous Generation. The Interconnection Customer shall design itsSmall Generating Facility to maintain a composite power delivery at continuousrated power output at the Point of Interconnection at a power factor within therange of 0.95 leading to 0.95 lagging, unless the NYISO or the TransmissionOwner in whose Transmission District the Small Generating Facility interconnects has established different requirements that apply to all similarlysituated generators in the New York Control Area or Transmission District (asapplicable) on a comparable basis, in accordance with Good Utility Practice.

1.8.1.2 Non-Synchronous Generation. The Interconnection Customer shalldesign its Small Generating Facility to maintain a composite power delivery atcontinuous rated power output at the high-side of the generator substation at apower factor within the range of 0.95 leading to 0.95 lagging, unless the NYISOor the Transmission Owner in whose Transmission District the Small GeneratingFacility interconnects has established a different power factor range that applies toall similarly situated non-synchronous generators in the New York Control Areaor Transmission District (as applicable) on a comparable basis, in accordance withGood Utility Practice. This power factor range standard shall be dynamic and canbe met using, for example, power electronics designed to supply this level ofreactive capability (taking into account any limitations due to voltage level, realpower output, etc.) or fixed and switched capacitors, or a combination of the two.This requirement shall only apply to newly interconnecting non-synchronous

5

SERVICE AGREEMENT NO. 2868

generators that have not yet executed a Facilities Study Agreement as ofSeptember 21, 2016.

1.8.2 The NYISO is required to pay the Interconnection Customer for reactive power, or voltage support service, that the Interconnection Customer provides from the Small Generating Facility in accordance with Rate Schedule 2 of the NYISO Services Tariff.

1.8.3 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Small Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Small Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved Applicable Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Small Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved Applicable Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Small Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Small Generating Facility’s real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved Applicable Reliability Standard providing for an equivalent or more stringent parameter.

Interconnection Customer shall notify NYISO that the primary frequencyresponse capability of the Small Generating Facility has been tested andconfirmed during commissioning. Once Interconnection Customer hassynchronized the Small Generating Facility with the New York StateTransmission System, Interconnection Customer shall operate the SmallGenerating Facility consistent with the provisions specified in Articles 1.8.3.1 and

1.8.3.2 of this Agreement. The primary frequency response requirementscontained herein shall apply to both synchronous and non-synchronous SmallGenerating Facilities.

6

SERVICE AGREEMENT NO. 2868

1.8.3.1 Governor or Equivalent Controls. Whenever the Small Generating Facilityis operated in parallel with the New York State Transmission System,Interconnection Customer shall operate the Small Generating Facility with itsgovernor or equivalent controls in service and responsive to frequency.Interconnection Customer shall: (1) in coordination with NYISO, set thedeadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameterto a maximum of 5 percent; or (2) implement the relevant droop and deadbandsettings from an approved Applicable Reliability Standard that provides forequivalent or more stringent parameters. Interconnection Customer shall berequired to provide the status and settings of the governor and equivalent controlsto NYISO and/or the Connecting Transmission Owner upon request. IfInterconnection Customer needs to operate the Small Generating Facility with itsgovernor or equivalent controls not in service, Interconnection Customer shallimmediately notify NYISO and the Connecting Transmission Owner, and provideboth with the following information: (1) the operating status of the governor orequivalent controls (*i.e.*, whether it is currently out of service or when it will betaken out of service); (2) the reasons for removing the governor or equivalentcontrols from service; and (3) a reasonable estimate of when the governor orequivalent controls will be returned to service. Interconnection Customer shallmake Reasonable Efforts to return its governor or equivalent controls into serviceas soon as practicable. Interconnection Customer shall make Reasonable Effortsto keep outages of the Small Generating Facility’s governor or equivalent controlsto a minimum whenever the Small Generating Facility is operated in parallel withthe New York State Transmission System.

1.8.3.2 Timely and Sustained Response. Interconnection Customer shall ensurethat the Small Generating Facility’s real power response to sustained frequencydeviations outside of the deadband setting is automatically provided and shallbegin immediately after frequency deviates outside of the deadband, and to theextent the Small Generating Facility has operating capability in the directionneeded to correct the frequency deviation. Interconnection Customer shall notblock or otherwise inhibit the ability of the governor or equivalent controls torespond and shall ensure that the response is not inhibited, except under certainoperational constraints including, but not limited to, ambient temperaturelimitations, physical energy limitations, outages of mechanical equipment, orregulatory requirements. The Small Generating Facility shall sustain the realpower response at least until system frequency returns to a value within thedeadband setting of the governor or equivalent controls. An ApplicableReliability Standard with equivalent or more stringent requirements shallsupersede the above requirements.

1.8.3.3 Exemptions. Small Generating Facilities that are regulated by the UnitedStates Nuclear Regulatory Commission shall be exempt from Articles 1.8.3,

1.8.3.1, and 1.8.3.2 of this Agreement. Small Generating Facilities that arebehind the meter generation that is sized-to-load (*i.e.*, the thermal load and thegeneration are near-balanced in real-time operation and the generation is primarilycontrolled to maintain the unique thermal, chemical, or mechanical output

7

SERVICE AGREEMENT NO. 2868



necessary for the operating requirements of its host facility) shall be required toinstall primary frequency response capability requirements in accordance with thedroop and deadband capability requirements specified in Article 1.8.3, but shallbe otherwise exempt from the operating requirements in Articles 1.8.3, 1.8.3.1,

1.8.3.2, and 1.8.3.4 of this Agreement.

1.8.3.4 Electric Storage Resources. Interconnection Customer interconnecting anelectric storage resource shall establish an operating range in Attachment 5 of itsSGIA that specifies a minimum state of charge and a maximum state of chargebetween which the electric storage resource will be required to provide primaryfrequency response consistent with the conditions set forth in Articles 1.8.3,

1.8.3.1, 1.8.3.2, and 1.8.3.3 of this Agreement. Attachment 5 shall specifywhether the operating range is static or dynamic, and shall consider (1) theexpected magnitude of frequency deviations in the interconnection; (2) theexpected duration that system frequency will remain outside of the deadbandparameter in the interconnection; (3) the expected incidence of frequencydeviations outside of the deadband parameter in the interconnection; (4) thephysical capabilities of the electric storage resource; (5) operational limitations ofthe electric storage resources due to manufacturer specification; and (6) any otherrelevant factors agreed to by the NYISO, Connecting Transmission Owner, andInterconnection Customer. If the operating range is dynamic, then Attachment 5must establish how frequently the operating range will be reevaluated and thefactors that may be considered during its reevaluation.

Interconnection Customer’s electric storage resource is required to provide timelyand sustained primary frequency response consistent with Article 1.8.3.2 of thisAgreement when it is online and dispatched to inject electricity to the New YorkState Transmission System and/or receive electricity from the New York StateTransmission System. This excludes circumstances when the electric storageresource is not dispatched to inject electricity to the New York State TransmissionSystem and/or dispatched to receive electricity from the New York StateTransmission System. If Interconnection Customer’s electric storage resource ischarging at the time of a frequency deviation outside of its deadband parameter, itis to increase (for over-frequency deviations) or decrease (for under-frequencydeviations) the rate at which it is charging in accordance with its droop parameter.Interconnection Customer’s electric storage resource is not required to changefrom charging to discharging, or vice versa, unless the response necessitated bythe droop and deadband settings requires it to do so and it is technically capableof making such a transition.

**1.9 Capitalized Terms**

Capitalized terms used herein shall have the meanings specified in the Glossary of Termsin Attac[hment 1](#br39) or the body of this Agreement. Capitalized terms used herein that are not sodefined shall have the meanings specified in Appendix 1 of Attachment Z, Section 25.1.2 ofAttachment S, or Section 30.1 of Attachment X of the ISO OATT.

8

SERVICE AGREEMENT NO. 2868



**Article 2 Inspection, Testing, Authorization, and Right of Access**

**2.1 Equipment Testing and Inspection**

2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the NYISO and the Connecting Transmission Owner of such activities no fewer than five (5) Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Connecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the NYISO and Connecting Transmission Owner a written test report when such testing and inspection is completed. The Small Generating Facility may not commence parallel operations if the NYISO, in consultation with the Connecting Transmission Owner, finds that the Small Generating Facility has not been installed as agreed upon or may not be operated in a safe and reliable manner.

2.1.2 The NYISO and Connecting Transmission Owner shall each provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer’s written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the NYISO or Connecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

**2.2 Authorization Required Prior to Parallel Operation**

2.2.1 The NYISO, in consultation with the Connecting Transmission Owner, shall use Reasonable Efforts to list applicable parallel Operating Requirements in

Attac[hment 5](#br65) of this Agreement. Additionally, the NYISO, in consultation withthe Connecting Transmission Owner, shall notify the Interconnection Customer ofany changes to these requirements as soon as they are known. The NYISO andConnecting Transmission Owner shall make Reasonable Efforts to cooperate withthe Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the New York State Transmission System or the Distribution System without prior written authorization of the NYISO. The NYISO, in consultation with the Connecting Transmission Owner, will provide such authorization once the NYISO receives notification that the Interconnection Customer has complied with all applicable parallel Operating Requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

9

SERVICE AGREEMENT NO. 2868

**2.3 Right of Access**

2.3.1 Upon reasonable notice, the NYISO and/or Connecting Transmission Owner may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the NYISO and Connecting Transmission Owner at least five (5) Business Days prior to conducting any on- site verification testing of the Small Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the NYISO and Connecting Transmission Owner each shall have access to the Interconnection Customer’s premises for any reasonable purpose in connection with the performance of the obligations imposed on them by this Agreement or if necessary to meet their legal obligation to provide service to their customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

10

SERVICE AGREEMENT NO. 2868

**Article 3 Effective Date, Term, Termination, and Disconnection**

**3.1 Effective Date**

This Agreement shall become effective upon execution by the Parties subject toacceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC.The NYISO and Connecting Transmission Owner shall promptly file, or cause to be filed, thisAgreement with FERC upon execution, if required. If the Agreement is disputed and theInterconnection Customer requests that it be filed with FERC in an unexecuted form, the NYISOshall file, or cause to be filed, this Agreement and the NYISO shall identify the disputedlanguage.

**3.2 Term of Agreement**

This Agreement shall become effective on the Effective Date and shall remain in effectfor a period of twenty-five (25) Years from the Effective Date and shall be automaticallyrenewed for each successive one-year period thereafter, unless terminated earlier in accordancewith artic[le 3.3](#br15) of this Agreement.

**3.3 Termination**

No termination shall become effective until the Parties have complied with all ApplicableLaws and Regulations applicable to such termination, including the filing with FERC of a noticeof termination of this Agreement (if required), which notice has been accepted for filing byFERC.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the NYISO and Connecting Transmission Owner twenty (20) Business Days written notice. The NYISO may terminate this Agreement after the Small Generating Facility is Retired.

3.3.2 Any Party may terminate this Agreement after Default pursuant to artic[le 7.6.](#br24)

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the New York State Transmission System or the Distribution System, as applicable. 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 SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination. The

Interconnection Customer shall pay all amounts in excess of any deposit or othersecurity without interest within thirty (30) calendar days after receipt of theinvoice for such amounts. If the deposit or other security exceeds the invoice, theConnecting Transmission Owner shall refund such excess within thirty (30)calendar days of the invoice without interest. If the Interconnection Customerdisputes an amount to be paid the Interconnection Customer shall pay the disputed

11

SERVICE AGREEMENT NO. 2868

amount to the Connecting Transmission Owner or into an interest bearing escrowaccount, pending resolution of the dispute in accordance with Article [10](#br29) of thisAgreement. To the extent the dispute is resolved in the InterconnectionCustomer’s favor, that portion of the disputed amount will be returned to theInterconnection Customer with interest at rates applicable to refunds under theCommission’s regulations. To the extent the dispute is resolved in theConnecting Transmission Owner’s favor, that portion of any escrowed funds andinterest will be released to the Connecting Transmission Owner.

3.3.5 The limitations of liability, indemnification and confidentiality provisions of this Agreement shall survive termination or expiration of this Agreement.

**3.4 Temporary Disconnection**

Temporary disconnection shall continue only for so long as reasonably necessary underGood Utility Practice.

**3.4.1 Emergency Conditions**

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment ofthe Party making the claim is imminently likely to endanger life or property; or (2) that, in thecase of the NYISO or Connecting Transmission Owner, is imminently likely (as determined in anon-discriminatory manner) to cause a material adverse effect on the security of, or damage tothe New York State Transmission System or Distribution System, the Connecting TransmissionOwner’s Interconnection Facilities or the electric systems of others to which the New York StateTransmission System or Distribution System is directly connected; or (3) that, in the case of theInterconnection 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 Small Generating Facilityor the Interconnection Customer’s Interconnection Facilities. Under Emergency Conditions, theNYISO or Connecting Transmission Owner may immediately suspend interconnection serviceand temporarily disconnect the Small Generating Facility. The NYISO or ConnectingTransmission Owner shall notify the Interconnection Customer promptly when it becomes awareof an Emergency Condition that may reasonably be expected to affect the InterconnectionCustomer’s operation of the Small Generating Facility. The Interconnection Customer shallnotify the NYISO and Connecting Transmission Owner promptly when it becomes aware of anEmergency Condition that may reasonably be expected to affect the New York StateTransmission System or Distribution System or any Affected Systems. To the extentinformation is known, the notification shall describe the Emergency Condition, the extent of thedamage or deficiency, the expected effect on the operation of each Party’s facilities andoperations, its anticipated duration, and the necessary corrective action.

**3.4.2 Routine Maintenance, Construction, and Repair**

The NYISO or Connecting Transmission Owner may interrupt interconnection service orcurtail the output of the Small Generating Facility and temporarily disconnect the SmallGenerating Facility from the New York State Transmission System or Distribution System whennecessary for routine maintenance, construction, and repairs on the New York State

12

SERVICE AGREEMENT NO. 2868

Transmission System or Distribution System. The NYISO or the Connecting TransmissionOwner shall provide the Interconnection Customer with five (5) Business Days’ notice prior tosuch interruption. The NYISO and Connecting Transmission Owner shall use ReasonableEfforts to coordinate such reduction or temporary disconnection with the InterconnectionCustomer.

**3.4.3 Forced Outages**

During any forced outage, the NYISO or Connecting Transmission Owner may suspendinterconnection service to the Interconnection Customer to effect immediate repairs on the NewYork State Transmission System or the Distribution System. The NYISO shall use ReasonableEfforts to provide the Interconnection Customer with prior notice. If prior notice is not given,the NYISO shall, upon request, provide the Interconnection Customer written documentationafter the fact explaining the circumstances of the disconnection.

**3.4.4 Adverse Operating Effects**

The NYISO or Connecting Transmission Owner shall notify the InterconnectionCustomer as soon as practicable if, based on Good Utility Practice, operation of the SmallGenerating Facility may cause disruption or deterioration of service to other customers servedfrom the same electric system, or if operating the Small Generating Facility could cause damageto the New York State Transmission System, the Distribution System or Affected Systems, or ifdisconnection is otherwise required under Applicable Reliability Standards or the ISO OATT.Supporting documentation used to reach the decision to disconnect shall be provided to theInterconnection Customer upon request. If, after notice, the Interconnection Customer fails toremedy the adverse operating effect within a reasonable time, the NYISO or ConnectingTransmission Owner may disconnect the Small Generating Facility. The NYISO or ConnectingTransmission Owner shall provide the Interconnection Customer with five Business Day noticeof such disconnection, unless the provisions of artic[le 3.4.1](#br16) apply.

**3.4.5 Modification of the Small Generating Facility**

The Interconnection Customer must receive written authorization from the NYISO andConnecting Transmission Owner before making any change to the Small Generating Facility thatmay have a material impact on the safety or reliability of the New York State TransmissionSystem or the Distribution System. Such authorization shall not be unreasonably withheld.Modifications shall be done in accordance with Good Utility Practice. If the InterconnectionCustomer makes such modification without the prior written authorization of the NYISO andConnecting Transmission Owner, the Connecting Transmission Owner shall have the right totemporarily disconnect the Small Generating Facility. If disconnected, the Small GeneratingFacility will not be reconnected until the unauthorized modifications are authorized or removed.

**3.4.6 Reconnection**

The Parties shall cooperate with each other to restore the Small Generating Facility,Interconnection Facilities, and the New York State Transmission System and DistributionSystem to their normal operating state as soon as reasonably practicable following a temporarydisconnection.

13

SERVICE AGREEMENT NO. 2868



**Article 4 Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

**4.1 Interconnection Facilities**

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attac[hment 2](#br45) of this Agreement. The NYISO, in consultation with the Connecting Transmission Owner, shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, the NYISO, and the Connecting Transmission Owner.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Connecting Transmission Owner’s Interconnection Facilities, as set forth in Attac[hment 2](#br45) to this Agreement.

**4.2 Distribution Upgrades**

The Connecting Transmission Owner shall design, procure, construct, install, and ownthe Distribution Upgrades described in Attachmen[t 6](#br66) of this Agreement. If the ConnectingTransmission Owner and the Interconnection Customer agree, the Interconnection Customer mayconstruct Distribution Upgrades. The actual cost of the Distribution Upgrades, includingoverheads, shall be directly assigned to the Interconnection Customer. The InterconnectionCustomer shall be responsible for its share of all reasonable expenses, including overheads,associated with owning, operating, maintaining, repairing, and replacing the DistributionUpgrades, as set forth in Attac[hment 6](#br66) to this Agreement.

14

SERVICE AGREEMENT NO. 2868



**Article 5 Cost Responsibility for System Upgrade Facilities and System Deliverability Upgrades**

**5.1 Applicability**

No portion of this artic[le 5](#br19) shall apply unless the interconnection of the Small GeneratingFacility requires System Upgrade Facilities or System Deliverability Upgrades.

**5.2 System Upgrades**

The Connecting Transmission Owner shall procure, construct, install, and own theSystem Upgrade Facilities and System Deliverability Upgrades described in Attac[hment 6](#br66) of thisAgreement. To the extent that design work is necessary in addition to that already accomplishedin the Class Year Interconnection Facilities Study for the Interconnection Customer, theConnecting Transmission Owner shall perform or cause to be performed such work. If all theParties agree, the Interconnection Customer may construct System Upgrade Facilities andSystem Deliverability Upgrades.

5.2.1 As described in Section 32.3.5.3 of the SGIP in Attachment Z of the ISO OATT, the responsibility of the Interconnection Customer for the cost of the System Upgrade Facilities and System Deliverability Upgrades described in Attach[ment 6](#br66) of this Agreement shall be determined in accordance with Attachment S of the ISO OATT, as required by Section 32.3.5.3.2 of Attachment Z. The Interconnection Customer shall be responsible for all System Upgrade Facility costs as required by Section 32.3.5.3.2 of Attachment Z or its share of any System Upgrade Facilities and System Deliverability Upgrades costs resulting from the final Attachment S process, as applicable, and Attac[hment 6](#br66) to this Agreement shall be revised accordingly.

5.2.2 Pending the outcome of the Attachment S cost allocation process, if applicable, the Interconnection Customer may elect to proceed with the interconnection of its Small Generating Facility in accordance with Section 32.3.5.3 of the SGIP.

**5.3 Special Provisions for Affected Systems**

For the repayment of amounts advanced to the Affected System Operator for SystemUpgrade Facilities or System Deliverability Upgrades, the Interconnection Customer andAffected System Operator shall enter into an agreement that provides for such repayment, butonly if responsibility for the cost of such System Upgrade Facilities is not to be allocated inaccordance with Attachment S of the ISO OATT. The agreement shall specify the termsgoverning payments to be made by the Interconnection Customer to the Affected SystemOperator as well as the repayment by the Affected System Operator.

15

SERVICE AGREEMENT NO. 2868



**Article 6 Billing, Payment, Milestones, and Financial Security**

**6.1 Billing and Payment Procedures and Final Accounting**

6.1.1 The Connecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by those Parties and as set forth in Section 2 of Attachment 4 of this Agreement. The Interconnection Customer shall pay all invoice amounts within thirty (30) calendar days after receipt of the invoice.

6.1.2 Within three months of completing the construction and installation of the Connecting Transmission Owner’s Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Connecting Transmission Owner shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer’s cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer’s previous aggregate payments to the Connecting Transmission Owner for such facilities or Upgrades. If the Interconnection Customer’s cost responsibility exceeds its previous aggregate payments, the Connecting Transmission Owner shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Connecting Transmission Owner within thirty (30) calendar days. If the Interconnection Customer’s previous aggregate payments exceed its cost responsibility under this Agreement, the Connecting Transmission Owner shall refund to the

Interconnection Customer an amount equal to the difference within thirty (30)calendar days of the final accounting report.

6.1.3 If the Interconnection Customer disputes an amount to be paid, the Interconnection Customer shall pay the disputed amount to the Connecting Transmission Owner or into an interest bearing escrow account, pending resolution of the dispute in accordance with Article [10](#br29) of this Agreement. To the extent the dispute is resolved in the Interconnection Customer’s favor, that portion of the disputed amount will be credited or returned to the Interconnection Customer with interest at rates applicable to refunds under the Commission’s regulations. To the extent the dispute is resolved in the Connecting Transmission Owner’s favor, that portion of any escrowed funds and interest will be released to the Connecting Transmission Owner.

**6.2 Milestones**

Subject to the provisions of the SGIP, the Parties shall agree on milestones for whicheach Party is responsible and list them in Attac[hment 4](#br61) of this Agreement. A Party’s obligationsunder this provision may be extended by agreement. If a Party anticipates that it will be unableto meet a milestone for any reason other than a Force Majeure event, it shall immediately notifythe other Parties of the reason(s) for not meeting the milestone and: (1) propose the earliestreasonable alternate date by which it can attain this and future milestones, and (2) requesting

16

SERVICE AGREEMENT NO. 2868



appropriate amendments to Attac[hment 4. The](#br61) Party affected by the failure to meet a milestoneshall not unreasonably withhold agreement to such an amendment unless: (1) it will suffersignificant uncompensated economic or operational harm from the delay, (2) attainment of thesame milestone has previously been delayed, or (3) it has reason to believe that the delay inmeeting the milestone is intentional or unwarranted notwithstanding the circumstances explainedby the Party proposing the amendment.

**6.3 Financial Security Arrangements**

At least twenty (20) Business Days prior to the commencement of the design,procurement, installation, or construction of a discrete portion of the Connecting TransmissionOwner’s Interconnection Facilities, the Interconnection Customer shall provide the ConnectingTransmission Owner, at the Interconnection Customer’s option, a guarantee, a surety bond, letterof credit or other form of security that is reasonably acceptable to the Connecting TransmissionOwner and is consistent with the Uniform Commercial Code of the jurisdiction where the Pointof Interconnection is located. Such security for payment shall be in an amount sufficient tocover the costs for constructing, designing, procuring, and installing the applicable portion of theConnecting Transmission Owner’s Interconnection Facilities and shall be reduced on a dollar-for-dollar basis for payments made to the Connecting Transmission Owner under this Agreementduring its term. The Connecting Transmission Owner may draw on any such security to theextent that the Interconnection Customer fails to make any payments due under this Agreement.In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Connecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Connecting Transmission Owner and must specify a reasonable expiration date.

6.3.3 Attachment Z to the ISO OATT shall govern the security that an Interconnection Customer provides for System Upgrade Facilities identified through

Interconnection Studies under the Small Generator Interconnection Procedures.

6.3.4 Notwithstanding the above, Security posted for System Upgrade Facilities for a Small Generating Facility required to enter the Class Year process, or cash or Security provided for System Deliverability Upgrades, shall meet the

requirements for Security contained in Attachment S to the ISO OATT.

17

SERVICE AGREEMENT NO. 2868

**Article 7 Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

**7.1 Assignment**

This Agreement, and each and every term and condition hereof, shall be binding uponand inure to the benefit of the Parties hereto and their respective successors and assigns. ThisAgreement may be assigned by any Party upon fifteen (15) Business Days prior written noticeand opportunity to object by the other Parties; provided that:

7.1.1 A Party may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the NYISO and the Connecting Transmission Owner of any such assignment. A Party may assign this Agreement without the consent of the other Parties in connection with the sale, merger, restructuring, or transfer of a substantial portion of all of its assets, including the Interconnection Facilities it owns, so long as the assignee in such a transaction directly assumes all rights, duties and obligation arising under this Agreement.

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the NYISO or Connecting Transmission Owner, for collateral security purposes to aid in providing financing for the Small Generating Facility.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

**7.2 Limitation of Liability**

Each Party’s liability to the other Parties for any loss, cost, claim, injury, liability, orexpense, including reasonable attorney’s fees, relating to or arising from any act or omission inits performance of this Agreement, shall be limited to the amount of direct damage actuallyincurred. In no event shall any Party be liable to the other Parties for any indirect, special,consequential, or punitive damages.

**7.3 Indemnity**

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in artic[le 7.2.](#br22)

18

SERVICE AGREEMENT NO. 2868

7.3.2 Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and hold harmless 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 (any and all of these a “Loss”), arising out of or resulting from: (i) the Indemnified Party’s performance under this Agreement on behalf of the Indemnifying Party, except in cases where the Indemnifying Party can demonstrate that the Loss of the Indemnified Party was caused by the gross negligence or intentional wrongdoing by the Indemnified Party, or (ii) the violation by the Indemnifying Party of any Environmental Law or the release by the Indemnifying Party of a Hazardous Substance.

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

7.3.4 If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this article, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party’s actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or

investigation as to which the indemnity provided for in this article may apply, theIndemnified Party shall notify the Indemnifying Party of such fact. Any failure ofor delay in such notification shall not affect a Party’s indemnification obligationunless such failure or delay is materially prejudicial to the Indemnifying Party.

**7.4 Consequential Damages**

Other than as expressly provided for in this Agreement, no Party shall be liable under anyprovision of this Agreement for any losses, damages, costs or expenses for any special, indirect,incidental, consequential, or punitive damages, including but not limited to loss of profit orrevenue, 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 anyother theory of liability; provided, however, that damages for which a Party may be liable toanother Party under another agreement will not be considered to be special, indirect, incidental,or consequential damages hereunder.

19

SERVICE AGREEMENT NO. 2868

**7.5 Force Majeure**

7.5.1 As used in this article, a “Force Majeure Event” shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.” For the purposes of this article, this definition of Force Majeure shall supersede the definitions of Force Majeure set out in Section 32.10.1 of the ISO OATT.

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (“Affected Party”) shall promptly notify the other Parties, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Parties informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

**7.6 Breach and Default**

7.6.1 No Breach of this Agreement shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event or the result of an act or omission of the other Parties. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the Breaching Party. Except as provided in artic[le 7.6.2, the Bre](#br24)aching Party shall have sixty (60) calendar days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within sixty (60) calendar days, the Breaching Party shall commence such cure within twenty (20) calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

7.6.2 If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, a Default shall exist and the non-defaulting Parties acting together shall thereafter have the right to terminate this Agreement, in accordance with artic[le 3.3](#br15) hereof, by written notice to the defaulting Party at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other

20

SERVICE AGREEMENT NO. 2868

damages and remedies to which they are entitled at law or in equity. Theprovisions of this article shall survive termination of this Agreement.

7.6.3 In cases where the Interconnection Customer has elected to proceed under Section 32.3.5.3 of the SGIP, if the Interconnection Request is withdrawn or deemed withdrawn pursuant to the SGIP during the term of this Agreement, this Agreement shall terminate.

21

SERVICE AGREEMENT NO. 2868



**Article 8 Insurance**

8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. Such insurance coverage is specified in Attac[hment **7**](#br71) to this Agreement. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in New York State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Connecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Connecting Transmission Owner no later than ten (10) Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient creditworthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 The NYISO and Connecting Transmission Owner agree to maintain general liability insurance or self-insurance consistent with the existing commercial practice. Such insurance or self-insurance shall not exclude the liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify one another whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

22

SERVICE AGREEMENT NO. 2868

**Article 9 Confidentiality**

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated “Confidential.” For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such. Confidential Information shall include, without limitation, information designated as such by the NYISO Code of Conduct contained in Attachment F to the ISO OATT.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Parties as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § lb.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Each Party is prohibited from notifying the other Parties to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Parties to this Agreement when it is notified by FERC 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 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

9.4 Consistent with the provisions of this artic[le 9, the Par](#br27)ties to this Agreement will cooperate in good faith to provide each other, Affected Systems, Affected System

23

SERVICE AGREEMENT NO. 2868

Operators, and state and federal regulators the information necessary to carry outthe terms of the SGIP and this Agreement.

24

SERVICE AGREEMENT NO. 2868

**Article 10 Disputes**

10.1 The NYISO, Connecting Transmission Owner and Interconnection Customer agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, the Parties will first attempt to promptly resolve it on an informal basis. The NYISO will be available to the Interconnection Customer and Connecting Transmission Owner to help resolve any dispute that arises with respect to performance under this Agreement. If the Parties cannot promptly resolve the dispute on an informal basis, then any Party shall provide the other Parties with a written Notice of Dispute. Such notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within two (2) Business Days after receipt of the notice, any Party may contact FERC’s Dispute Resolution Service (“DRS”) for assistance in resolving the dispute.

10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. The result of this dispute resolution process will be binding only if the Parties agree in advance. DRS can be reached at 1-877-337-2237 or via the internet at

http://www.ferc.gov/legal/adr.asp.

10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-third of any costs paid to neutral third-parties.

10.6 If any Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then any Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

25

SERVICE AGREEMENT NO. 2868

**Article 11 Taxes**

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.

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

11.3 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.

11.4 Any payments due to the Connecting Transmission Owner under this Agreement shall be adjusted to include any tax liability incurred by the Connecting Transmission Owner with respect to the interconnection request which is the subject of this Agreement. Such adjustments shall be made in accordance with the provisions of Article 5.17 of the LGIA in Attachment X of the ISO OATT. Except where otherwise noted, all costs, deposits, financial obligations and the like specified in this Agreement shall be assumed not to reflect the impact of applicable taxes.

26

SERVICE AGREEMENT NO. 2868

**Article 12 Miscellaneous**

**12.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of this Agreement and each of its provisionsshall be governed by the laws of the state of New York, without regard to its conflicts of lawprinciples. This Agreement is subject to all Applicable Laws and Regulations. Each Partyexpressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, orregulations of a Governmental Authority.

**12.2 Amendment**

The Parties may amend this Agreement by a written instrument duly executed by theParties, or under artic[le 12.12](#br33) of this Agreement.

**12.3 No Third-Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of anycharacter whatsoever in favor of any persons, corporations, associations, or entities other than theParties, and the obligations herein assumed are solely for the use and benefit of the Parties, theirsuccessors in interest and where permitted, their assigns. Notwithstanding the foregoing, anysubcontractor of the Connecting Transmission Owner or NYISO assisting either of those Partieswith the Interconnection Request covered by this Agreement shall be entitled to the benefits ofindemnification provided for under Artic[le 7.3](#br22) of this Agreement and the limitation of liabilityprovided for in Article [7.2](#br22) of this Agreement.

**12.4 Waiver**

12.4.1 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.

12.4.2 Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer’s legal rights to obtain an interconnection from the NYISO. Any waiver of this Agreement shall, if requested, be provided in writing.

**12.5 Entire Agreement**

This Agreement, including all Attachments, constitutes the entire agreement between theParties with reference to the subject matter hereof, and supersedes all prior and contemporaneousunderstandings or agreements, oral or written, between the Parties with respect to the subjectmatter of this Agreement. There are no other agreements, representations, warranties, orcovenants which constitute any part of the consideration for, or any condition to, any Party’scompliance with its obligations under this Agreement.

27

SERVICE AGREEMENT NO. 2868

**12.6 Multiple Counterparts**

This Agreement may be executed in two or more counterparts, each of which is deemedan original but all constitute one and the same instrument.

**12.7 No Partnership**

This Agreement shall not be interpreted or construed to create an association, jointventure, agency relationship, or partnership between the Parties or to impose any partnershipobligation or partnership liability upon any Party. No Party shall have any right, power orauthority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be anagent or representative of, or to otherwise bind, another Party.

**12.8 Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged tobe invalid or illegal or unenforceable by any court of competent jurisdiction or otherGovernmental Authority, (1) such portion or provision shall be deemed separate andindependent, (2) the Parties shall negotiate in good faith to restore insofar as practicable thebenefits to each Party that were affected by such ruling, and (3) the remainder of this Agreementshall remain in full force and effect.

**12.9 Security Arrangements**

Infrastructure security of electric system equipment and operations and control hardwareand software is essential to ensure day-to-day reliability and operational security. FERC expectsthe NYISO, the Connecting Transmission Owner, Market Participants, and InterconnectionCustomers interconnected to electric systems to comply with the recommendations offered bythe President’s Critical Infrastructure Protection Board and, eventually, best practicerecommendations from the electric reliability authority. All public utilities are expected to meetbasic standards for system infrastructure and operational security, including physical,operational, and cyber-security practices.

**12.10 Environmental Releases**

Each Party shall notify the other Parties, first orally and then in writing, of the release ofany hazardous substances, any asbestos or lead abatement activities, or any type of remediationactivities related to the Small Generating Facility or the Interconnection Facilities, each of whichmay reasonably be expected to affect the other Parties. The notifying Party shall: (1) provide thenotice as soon as practicable, provided such Party makes a good faith effort to provide the noticeno later than 24 hours after such Party becomes aware of the occurrence, and (2) promptlyfurnish to the other Parties copies of any publicly available reports filed with any governmentalauthorities addressing such events.

**12.11 Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided,

28

SERVICE AGREEMENT NO. 2868

however, that each Party shall require its subcontractors to comply with all applicable terms andconditions of this Agreement in providing such services and each Party shall remain primarilyliable to the other Parties for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties to the extent provided for in Articles 7.2 and 7.3 above for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the NYISO or Connecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any

limitation of subcontractor’s insurance.

**12.12 Reservation of Rights**

Nothing in this Agreement shall alter the right of the NYISO or Connecting TransmissionOwner to make unilateral filings with FERC to modify this Agreement with respect to any rates,terms and conditions, charges, classifications of service, rule or regulation under Section 205 orany other applicable provision of the Federal Power Act and FERC’s rules and regulationsthereunder which rights are expressly reserved herein, and the existing rights of the Interconnection Customer to make a unilateral filing with FERC to modify this Agreement underany applicable provision of the Federal Power Act and FERC’s rules and regulations are alsoexpressly reserved herein; provided that each Party shall have the right to protest any such filingby another Party and to participate fully in any proceeding before FERC in which suchmodifications may be considered. Nothing in this Agreement shall limit the rights of the Partiesor of FERC under Sections 205 or 206 of the Federal Power Act and FERC’s rules andregulations, except to the extent that the Parties otherwise agree as provided herein.

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

If, as part of the NYISO’s compliance proceeding at the Commission in response toOrder No. 2023, the Commission directs that the NYISO modify the *pro forma* Standard SmallGenerator Interconnection Agreement located in Appendix 7 of Attachment Z of the ISO OATT,the Parties shall amend and restate this Agreement to incorporate the modifications; *provided,however*, the Parties may agree to include in the amended and restated agreement non-conforming changes to any terms of the *pro forma* Standard Small Generator InterconnectionAgreement that have been modified to comply with the Commission’s order, which non-conforming modifications must be filed with the Commission for its acceptance.

29

SERVICE AGREEMENT NO. 2868

**Article 13 Notices**

**13.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or requestrequired or authorized in connection with this Agreement shall be deemed properly given ifdelivered in person, delivered by recognized national courier service, or sent by first class mail,postage prepaid, to the person specified below:

If to the Interconnection Customer:

Millers Grove Solar NY LLCc/o Cordelio Power Attention: Legal

Address: 7000-100 King Steet WestCity: Toronto State: ON Zip: M5X 1A9Country: Canada Phone: (604) 418-2040

Email: legal@cordeliopower.com

With a copy to:

Millers Grove Solar NY LLCc/o Cordelio Power Attention: Grid Integration Address: 7000-100 King Steet WestCity: Toronto State: ON Zip: M5X 1A9Country: Canada Phone: (347) 739-3422

Email: gridintegaration@cordeliopower.com

If to the Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a National Grid

Attention: Director, Customer Energy Integration & Commercial ServicesAddress: 2 Hanson Place

City: Brooklyn State: NY Zip: 11217Phone: 781-906-4030

Email: Vishal.Ahirrao@nationalgrid.com

If to the NYISO:

Before Commercial Operation of the Small Generating Facility

New York Independent System Operator, Inc.

30

SERVICE AGREEMENT NO. 2868

Attention: Vice President, System and Resource PlanningAddress: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144Phone: (518) 356-6000

After Commercial Operation:

New York Independent System Operator, Inc.Attention: Vice President, OperationsAddress: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144Phone: (518) 356-6000

**13.2 Billing and Payment**

Billings and payments shall be sent to the addresses set out below:

Millers Grove Solar NY LLC c/o Cordelio Power Attention: Accounts Payable Address: 7000-100 King Street West

City: Toronto State: ON Zip: M5X 1A9 Country: CanadaPhone: (647) 352-9533

Email: AP@cordeliopower.com

Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a National GridAttention: Director, Customer Energy Integration & Commercial ServicesAddress: 2 Hanson Place

City: Brooklyn State: NY Zip: 11217Phone: 781-906-4030

Email: Vishal.Ahirrao@nationalgrid.com

**13.3 Alternative Forms of Notice**

Any notice or request required or permitted to be given by either Party to the other andnot required by this Agreement to be given in writing may be so given by telephone or e-mail tothe telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Millers Grove Solar NY LLCc/o Cordelio Power

Attention: Clayton W. Robinson

31

SERVICE AGREEMENT NO. 2868

Address: 7000-100 King Street West

City: Toronto State: ON Zip: M5X 1A9 Country: CanadaPhone: (347) 739-3422

Email: crobinson@cordeliopower.com

with a copy to:

Millers Grove Solar NY LLCc/o Cordelio Power

Attention: Asset ManagementAddress: 7000-100 King Steet WestCity: Toronto State: ON Zip: M5X 1A9Country: Canada Phone: (347) 739-3422

Email: assetmanagment@cordeliopower.com

If to the Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a National GridAttention: Director, Customer Energy Integration & Commercial ServicesAddress: 2 Hanson Place

City: Brooklyn State: NY Zip: 11217Phone: 781-906-4030

E-mail: Vishal.Ahirrao@nationalgrid.com

If to the NYISO:

New York Independent System Operator, Inc.Attention: Vice President, OperationsAddress: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144Phone: (518) 356-6000

E-mail: interconnectionsupport@nyiso.com

**13.4 Designated Operating Representative**

The Parties may also designate operating representatives to conduct the communicationswhich may be necessary or convenient for the administration of this Agreement. This personwill also serve as the point of contact with respect to operations and maintenance of the Party’sfacilities.

Interconnection Customer’s Operating Representative:

Millers Grove Solar NY LLCc/o Cordelio Power

Attention: Clayton W. Robinson

32

SERVICE AGREEMENT NO. 2868

Address: 7000-100 King Street West

City: Toronto State: ON Zip: M5X 1A9 Country: CanadaPhone: (347) 739-3422

Email: crobinson@cordeliopower.com

with a copy to:

Millers Grove Solar NY LLCc/o Cordelio Power

Attention: Asset ManagementAddress: 7000-100 King Steet WestCity: Toronto State: ON Zip: M5X 1A9Country: Canada Phone: (347) 739-3422

Email: assetmanagment@cordeliopower.com

Connecting Transmission Owner’s Operating Representative:

Niagara Mohawk Power Corporation d/b/a National GridAttention: Director, Customer Energy Integration & Commercial ServicesAddress: 2 Hanson Place

City: Brooklyn State: NY Zip: 11217Phone: 781-906-4030

Email: Vishal.Ahirrao@nationalgrid.com

NYISO’s Operating Representative:

New York Independent System Operator, Inc.Attention: Vice President, OperationsAddress: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144Phone: (518) 356-6000

E-mail: interconnectionsupport@nyiso.com

**13.5 Changes to the Notice Information**

Either Party may change this information by giving five (5) Business Days written noticeprior to the effective date of the change.

33

SERVICE AGREEMENT NO. 2868



**Article 14 Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by theirrespective duly authorized representatives.

For the New York Independent System Operator, Inc.

By:

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Niagara Mohawk Power Corporation d/b/a National Grid

By:

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Millers Grove NY LLC

By:

Name: Paul Rapp\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_Chief Operating Officer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

34

SERVICE AGREEMENT NO. 2868

**Attachment 1**

**Glossary of Terms**

**Affected System –** An electric system other than the transmission system owned, controlled oroperated by the Connecting Transmission Owner that may be affected by the proposedinterconnection.

**Affected System Operator** – Affected System Operator shall mean the operator of any Affected System.

**Affected Transmission Owner** –The New York public utility or authority (or its designatedagent) other than the Connecting Transmission Owner that: (i) owns facilities used for thetransmission of Energy in interstate commerce and provides Transmission Service under theTariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York StateTransmission System where System Deliverability Upgrades or System Upgrade Facilities areinstalled pursuant to Attachment Z and Attachment S to the ISO OATT.

**Applicable Laws and Regulations –** All duly promulgated applicable federal, state and locallaws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial oradministrative orders, permits and other duly authorized actions of any Governmental Authority,including but not limited to Environmental Law.

**Applicable Reliability Standards –** The criteria, requirements and guidelines of the NorthAmerican Electric Reliability Council, the Northeast Power Coordinating Council, the New YorkState Reliability Council and related and successor organizations, or the Transmission District towhich the Interconnection Customer’s Small Generating Facility is directly interconnected, asthose criteria, requirements and guidelines are amended and modified and in effect from time totime; provided that no Party shall waive its right to challenge the applicability of or validity ofany criterion, requirement or guideline as applied to it in the context of Attachment Z to the ISOOATT and this Agreement. For the purposes of this Agreement, this definition of ApplicableReliability Standards shall supersede the definition of Applicable Reliability Standards set out inAttachment X to the ISO OATT.

**Balancing Authority –** An entity that integrates resource plans ahead of time, maintains demandand resource balance within a Balancing Authority Area, and supports interconnection frequencyin real time.

**Balancing Authority Area –** The collection of generation, transmission, and loads within themetered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

**Base Case** – The base case power flow, short circuit, and stability data bases used for theInterconnection Studies by NYISO, Connecting Transmission Owner or InterconnectionCustomer; described in Section 32.2.3 of the Large Facility Interconnection Procedures, andupdated consistent with the rules set forth in Section 25.5.5.1 of Attachment S to the OATT atthe start of each Interconnection Study under the Small Generator Interconnection Procedures.

1-1

SERVICE AGREEMENT NO. 2868

**Breach -** The failure of a Party to perform or observe any material term or condition of this Agreement.

**Business Day** – Monday through Friday, excluding federal holidays.

**Capacity Resource Interconnection Service** –The service provided by NYISO toInterconnection Customers that satisfy the NYISO Deliverability Interconnection Standard orthat are otherwise eligible to receive CRIS in accordance with Attachment S to the ISO OATT;such service being one of the eligibility requirements for participation as a NYISO InstalledCapacity Supplier.

**Commercial Operation** shall mean the status of the Small Generating Facility that hascommenced generating electricity for sale, excluding electricity generated during TrialOperation, notice of which must be provided to the NYISO in the form of Attachment 9 to thisAgreement.

**Commercial Operation Date** of a Small Generating Facility shall mean the date on which theLarge Generating Facility commences Commercial Operation as agreed to by the Parties, noticeof which must be provided to the NYISO in the form of Attachment 9 to this Agreement.

**Connecting Transmission Owner –** The New York public utility or authority (or its designatedagent) that: (i) owns facilities used for the transmission of Energy in interstate commerce andprovides Transmission Service under the Tariff, (ii) owns, leases or otherwise possesses aninterest in the portion of the New York State Transmission System or Distribution System at thePoint of Interconnection, and (iii) is a Party to the Standard Small Generator InterconnectionAgreement.

**Default –** The failure of a Party in Breach of this Agreement to cure such Breach under the Small Generator Interconnection Agreement.

**Distribution System** – The Transmission Owner’s facilities and equipment used to distributeelectricity that are subject to FERC jurisdiction, and are subject to the NYISO’s Large FacilityInterconnection Procedures in Attachment X to the ISO OATT or Small GeneratorInterconnection Procedures in Attachment Z to the ISO OATT under FERC Order Nos. 2003and/or 2006. For the purpose of this Agreement, the term Distribution System shall not includeLIPA’s distribution facilities.

**Distribution Upgrades –** The additions, modifications, and upgrades to the ConnectingTransmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitateinterconnection of the Small Generating Facility and render the transmission service necessary toeffect the Interconnection Customer’s wholesale sale of electricity in interstate commerce.Distribution Upgrades do not include Interconnection Facilities or System Upgrade Facilities orSystem Deliverability Upgrades.

**Energy Resource Interconnection Service** – The service provided by NYISO to interconnectthe Interconnection Customer’s Small Generating Facility to the New York State TransmissionSystem or Distribution System in accordance with the NYISO Minimum Interconnection

1-2

SERVICE AGREEMENT NO. 2868

Standard, to enable the New York State Transmission System to receive Energy and AncillaryServices from the Small Generating Facility, pursuant to the terms of the ISO OATT.

**Force Majeure –** 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 civilianauthorities, or any other cause beyond a Party’s control. A Force Majeure event does not includean act of negligence or intentional wrongdoing. For the purposes of this Agreement, thisdefinition of Force Majeure shall supersede the definitions of Force Majeure set out in Section

32.2.11 of the NYISO Open Access Transmission Tariff.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by asignificant 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 thetime the decision was made, could have been expected to accomplish the desired result at areasonable cost consistent with good business practices, reliability, safety and expedition. GoodUtility Practice is not intended to be limited to the optimum practice, method, or act to theexclusion of all others, but rather to be acceptable practices, methods, or acts generally acceptedin the region.

**Governmental Authority –** Any federal, state, local or other governmental regulatory oradministrative agency, court, commission, department, board, or other governmental subdivision,legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction overthe Parties, their respective facilities, or the respective services they provide, and exercising orentitled to exercise any administrative, executive, police, or taxing authority or power; provided,however, that such term does not include the Interconnection Customer, NYISO, AffectedTransmission Owner, Connecting Transmission Owner or any Affiliate thereof.

**Initial Synchronization Date** shall mean the date upon which the Small Generating Facility isinitially synchronized and upon which Trial Operation begins, notice of which must be providedto the NYISO in the form of Attachment 9.

**In-Service Date** shall mean the date upon which the Developer reasonably expects it will beready to begin use of the Connecting Transmission Owner’s Interconnection Facilities to obtainback feed power.

**Interconnection Customer** – Any entity, including the Transmission Owner or any of theaffiliates or subsidiaries, that proposes to interconnect its Small Generating Facility with the NewYork State Transmission System or the Distribution System.

**Interconnection Facilities** – The Connecting Transmission Owner’s Interconnection Facilitiesand the Interconnection Customer’s Interconnection Facilities. Collectively, InterconnectionFacilities include all facilities and equipment between the Small Generating Facility and thePoint of Interconnection, including any modification, additions or upgrades that are necessary tophysically and electrically interconnect the Small Generating Facility to the New York StateTransmission System or the Distribution System. Interconnection Facilities are sole use facilitiesand shall not include Distribution Upgrades or System Upgrade Facilities.

1-3

SERVICE AGREEMENT NO. 2868

**Interconnection Request** – The Interconnection Customer’s request, in accordance with theTariff, to interconnect a new Small Generating Facility, or to materially increase the capacity of,or make a material modification to the operating characteristics of, an existing Small GeneratingFacility that is interconnected with the New York State Transmission System or the DistributionSystem. For the purposes of this Agreement, this definition of Interconnection Request shallsupersede the definition of Interconnection Request set out in Attachment X to the ISO OATT.

**Interconnection Study** – Any study required to be performed under Sections 32.2 or 32.3 of the SGIP.

**Material Modification** – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

**New York State Transmission System** – The entire New York State electric transmissionsystem, which includes: (i) the Transmission Facilities under ISO Operational Control; (ii) theTransmission Facilities Requiring ISO Notification; and (iii) all remaining transmission facilitieswithin the New York Control Area.

**NYISO Deliverability Interconnection Standard** – The standard that must be met, unlessotherwise provided for by Attachment S to the ISO OATT, by any of the following requestingCRIS: (i) any generation facility larger than 2MW in order for that facility to obtain CRIS; (ii)any Class Year Transmission Project proposing to interconnect to the New York StateTransmission System and receive Unforced Capacity Delivery Rights; (iii) any entity requestingExternal CRIS Rights, and (iv) any entity requesting a CRIS transfer pursuant to Section 25.9.5of Attachment S to the ISO OATT. To meet the NYISO Deliverability InterconnectionStandard, the Interconnection Customer must, in accordance with the rules in Attachment S tothe ISO OATT, fund or commit to fund any System Deliverability Upgrades identified for itsProject in the Class Year Deliverability Study.

**NYISO Minimum Interconnection Standard** – The reliability standard that must be met byany Large Facility that is subject to NYISO’s Large Facility Interconnection Procedures inAttachment X to the ISO OATT or Small Generating Facility that is subject to the NYISO’sSmall Generator Interconnection Procedures in this Attachment Z, that is proposing to connect tothe New York State Transmission System or Distribution System, to obtain ERIS. TheMinimum Interconnection Standard is designed to ensure reliable access by the proposed Projectto the New York State Transmission System or to the Distribution System. The MinimumInterconnection Standard does not impose any deliverability test or deliverability requirement onthe proposed interconnection.

**Operating Requirements –** Any operating and technical requirements that may be applicabledue to Regional Transmission Organization, Independent System Operator, control area,Balancing Authority Area, or the Connecting Transmission Owner’s requirements, includingthose set forth in the Small Generator Interconnection Agreement. Operating Requirements shallinclude Applicable Reliability Standards.

**Party or Parties** – The NYISO, Connecting Transmission Owner, Interconnection Customer or any combination of the above.

1-4

SERVICE AGREEMENT NO. 2868

**Point of Interconnection** – The point where the Interconnection Facilities connect with the New York State Transmission System or the Distribution System.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Partyunder this Agreement, efforts that are timely and consistent with Good Utility Practice and areotherwise substantially equivalent to those a Party would use to protect its own interests.

**Small Generating Facility** – The Interconnection Customer’s facility, no larger than 20 MW forthe production and/or storage for later injection of electricity identified in the InterconnectionRequest if proposing to interconnect to the New York State Transmission System or DistributionSystem, but shall not include (i) facilities proposing to simply receive power from the New YorkState Transmission System or the Distribution System; (ii) facilities proposing to interconnect to theNew York State Transmission System or the Distribution System made solely for the purpose ofgeneration with no wholesale sale for resale nor to net metering; (iii) facilities proposing to the NewYork State Transmission System or the Distribution System made solely for the purpose of netmetering; (iv) facilities proposing to interconnect to LIPA’s distribution facilities; and (v) theInterconnection Customer’s Interconnection Facilities. A facility will be treated as a single SmallGenerating Facility if all Generators within the facility are behind a single Point of Interconnection,even if such units are different technology types.

**System Deliverability Upgrades** – The least costly configuration of commercially availablecomponents of electrical equipment that can be used, consistent with Good Utility Practice andApplicable Reliability Requirements, to make the modifications or additions to the existing NewYork State Transmission System that are required for the proposed Project to connect reliably tothe system in a manner that meets the NYISO Deliverability Interconnection Standard forCapacity Resource Interconnection Service.

**System Upgrade Facilities –** The least costly configuration of commercially availablecomponents of electrical equipment that can be used, consistent with Good Utility Practice andApplicable Reliability Requirements to make the modifications to the existing transmissionsystem 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 formof generic generation or transmission projects; and (ii) proposed interconnections. In the case ofproposed interconnections, System Upgrade Facilities are the modification or additions to theexisting New York State Transmission System that are required for the proposed Project toconnect reliably to the system in a manner that meets the NYISO Minimum InterconnectionStandard.

**Tariff** – The NYISO’s Open Access Transmission Tariff, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Small Generating Facility prior to CommercialOperation.

**Upgrades –** The required additions and modifications to the Connecting Transmission Owner’s portion of the New York State Transmission System or the Distribution System at or beyond the

1-5

SERVICE AGREEMENT NO. 2868

Point of Interconnection. Upgrades may be System Upgrade Facilities or System DeliverabilityUpgrades Distribution Upgrades. Upgrades do not include Interconnection Facilities.

1-6

SERVICE AGREEMENT NO. 2868

**Attachment 2**

**Detailed Scope of Work, Including Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment**

Equipment, including the Small Generating Facility, Interconnection Facilities, andmetering equipment shall be itemized and identified as being owned by the InterconnectionCustomer, or the Connecting Transmission Owner. The NYISO, in consultation with theConnecting Transmission Owner, will provide a best estimate itemized cost, includingoverheads, of its Interconnection Facilities and metering equipment, and a best estimate itemizedcost of the annual operation and maintenance expenses associated with its InterconnectionFacilities and metering equipment.

**A. PROJECT DESCRIPTION**

The Interconnection Customer is constructing a 20MW solar generating facility (the“Small Generating Facility”) to be located off Dutchtown Road in Schuyler, New York. TheSmall Generating Facility will be comprised of a collector station, system protection facilities,and telecommunications circuits consisting of six (6) TMEIC inverters: five (5) UPCS 4.2MWand one (1) UPCS 3.36MW. The five (5) 4.2MW inverters will be paired with a pad mounted

4.2MVA transformer (34.5kV Delta, 630V wye-grounded, 6.5% impedance, X/R 10). The lastinverter will be paired with a pad mounted 3.36MVA transformer (34.5kV Delta, 630V wye-grounded, 6.5% impedance, X/R 10).

Each of the six (6) step-up transformers are daisy changed together using 34.5kV mediumvoltage collection circuit (“Collection Feeder Line”). The home run of the Collection FeederLine will run to Interconnection Customer’s collector station (“Millers Grove CollectorSubstation”) where it is stepped up to a 115kV via a 15/20/25MVA 115kV/34.5kV/13.8kVtransformer.

The Point of Interconnection (“POI”) for the Small Generating Facility is ConnectingTransmission Owner’s 115kV Porter-Watkins Line 5, approximately 9.87 miles from PorterSubstation and 1.72 miles from Watkins Substation. The Small Generating Facility willinterconnect to the to the New York State Transmission System via a tap.

The Point of Change of Ownership (“PCO”) shall be at the line side connection of theInterconnection Customer’s disconnect switch located on the Interconnection Customer’stermination structure inside the Millers Grove Collector Substation. The ConnectingTransmission Owner shall own the insulators, whips, and hardware connections to theInterconnection Customer’s disconnect switch. The POI and PCO are detailed in Figure 1 inAttachment 3.

**B. INTERCONNECTION CUSTOMER’S INTERCONNECTION FACILITIES**

The Interconnection Customer’s Interconnection Facilities (“ICIF”) include all of thefacilities between the Interconnection Customer’s side of the PCO and the Small GeneratingFacility, except the Connecting Transmission Owner-owned revenue metering and remotetelemetry unit (“RTU”), described in Section C below. The ICIF will be located on property

2-1

SERVICE AGREEMENT NO. 2868

owned or leased by the Interconnection Customer. As depicted on the one-line diagram inAttachment 3, the ICIF will consist of the following:

**1. Millers Grove Collector Substation**

The Millers Grove Collector Substation will be located off Battle Hill Road inGouverneur, New York, on the west side of the Line 5 corridor and will consist of the followingmajor equipment:

• two (2) sets of three (3) single phase 76kV maximum continuous operating

voltage (“MCOV”) station class surge arresters;

• one (1) 115kV, 1200A, 550kV basic insulation level (“BIL”) load break

disconnect switches;

• one (1) 115kV, 1200A, 550kV BIL, 40kAIC, SF6 circuit breaker;

• one (1) three phase, three winding 115kV/34.5kV/13.8kV grounded- wye/delta/grounded-wye, plant step-up (“PSU”) transformer rated 15/20/25MVA (ONAN/ONAF/ONAF), Z=9%;

• one (1) gang operated 38kV, 1200A, 200kV BIL load break disconnect switch;

• two (2) sets of three (3) single phase 24.4kV MCOV station class surge arresters;

• one (1) 38kV, 1200A, 200kV BIL, 25kAIC, SF6 circuit breaker;

• three (3) single phase 38kV, 1200A, 200kV BIL hook-stick disconnect switches;

• 50kVA station service transformer; and

• various instrument transformers for controls and protection.

**2. System Protection**

*a) Line 5*

Direct Transfer Trip (“DTT”) will be used between the Millers Grove CollectorSubstation and the line terminals at Porter and Watkins substations to ensure removal of thegeneration. This will require installation of two (2) RFL GARD Pro (or equivalent) at theMillers Grove Collector Substation.

*Note*: the GARD Pro will be procured, installed, owned, operated, and maintained by Interconnection Customer.

The Interconnection Customer is to provide redundant 115kV line protection to removethe generation for line faults. Two sets of C800 multi-ratio current transformers (“CTs”) shall beprovided for these schemes.

2-2

SERVICE AGREEMENT NO. 2868

*b) Transformer*

The 115-34.5kV transformer shall be protected by two independent protection systems;one must be a transformer differential. If overcurrent protection is used for the other system, thenboth phase and ground time and instantaneous protection shall be provided. Each of the twoschemes must operate separate lockout relays to trip and block the necessary breakers.

*c) Breaker*

Breaker failure protection shall be provided for the 115kV breaker; this protection musttrip the Interconnection Customer’s 115kV breaker and send DTT to Porter Substation andWatkins Substation. For loss of SF6, the breaker must trip and block close. (*Note*: When theSmall Generating Facility’s interrupter fails to interrupt for internal station fault and loss of SF6condition, the Interconnection Customer is not to rely on the Connecting Transmission Owner’s115kV system for remote backup).

DTT receive from Porter Substation and Watkins Substation will be required to trip theInterconnection Customer’s 115kV circuit breaker for a line relay operation or breaker failure atPorter Substation or Watkins Substation. The Interconnection Customer shall provide on/offswitches for the DTT schemes.

Protection scheme drawings and relay settings shall be prepared by InterconnectionCustomer’s New York State licensed professional engineer and submitted to ConnectingTransmission Owner for review, comment, and acceptance at a minimum of six (6) weeks priorto application and testing.

**3. Telecommunications Circuit**

A new fiber facility from the local carrier is required at the Millers Grove CollectorSubstation for the EMS-RTU. The fiber facility will consist of a local carrier cable from a meetpoint pole outside the Millers Grove Collector Substation to a local carrier fiber mux installed inthe Millers Grove Collector Substation’s control enclosure. The Interconnection Customer isresponsible for the installation of this circuit and shall order one (1) Type 2 ethernet circuit or T1MPLS circuit (depending on price and availability)for EMS-RTU communications between theMillers Grove Collector Substation and Connecting Transmission Owner’s EMS Network, andone (1) plain old telephone service (“POTs”) line on the fiber facility.

*Note*: the EMS-RTU communication circuit must be ordered from Verizon Business. TheConnecting Transmission Owner will provide order process information, including requiredforms and Verizon contracts, at the inception of preliminary engineering.

In accordance with ESB 756, ESB 752, and ESB 750, the Interconnection Customer shall complete all “make ready work,” including the installation of:

• one (1) dedicated 4’x8’x¾” fire-retarded plywood backboard inside the control house

with a wall mount telecom rack for optical multiplexer install and fiber cable termination;

• one (1) dedicated 20A, 120VAC, single phase 60 hertz power circuit for the RTU;

2-3

SERVICE AGREEMENT NO. 2868

• station ground connection to the backboard;

• conduit and wiring (minimum of No. 10 AWG copper) to the RTU cabinet which enters the cabinet from the bottom. A 3-feet length of all conductors shall be provided for final Connecting Transmission Owner connection;

• one (1) 4” schedule 80 conduit from the meet point outside the Millers Grove Collector

Substation to the base of the plywood backboard in the control building;

• wall mount ground bus bar;

• DC wall mount power rack (DC converter and AC DC inverter);

• 10A 125VDC/-48DC converter system as specified by Connecting Transmission Owner;

and

• DC circuit on new backboard (connect DC circuit to the DC rack).

*Note*: the local carrier must have construction facilities completed 120 calendar days priorto energization and the telecom “make ready work” listed above must be completed atleast 180 calendar days prior to energization.

Connecting Transmission Owner anticipates using a microwave system for theteleprotection circuit between the Millers Grove Collector Substation and the terminal endsubstations (Porter and Watkins) for the Small Generating Facility. For DTT between theMillers Grove Collector Substation and Watkins Substation, a new microwave link will need tobe constructed between the stations. For DTT between the Millers Grove Collector Substationand Porter Substation, a new circuit will be provisioned between Porter and Watkins substationson the existing microwave link and then extended from Watkins Substation to the Millers GroveCollector Substation and there will be no need to install a new microwave system from PorterSubstation to the Millers Grove Collector Substation.

Once the microwave link between the Millers Grove Collector Substation and WatkinsSubstation is completed, the Connecting Transmission Owner will order:

• one (1) private network DS1 circuit from the Millers Grove Collector Substation for DTT

protection; and

• one (1) private network DS1 circuit from Porter Substation to the Millers Grove Collector Substation. (*Note*: this circuit will have two segments: one (1) from Porter Substation to Watkins Substation and one (1) from Watkins Substation to the Millers Grove Collector Substation.)

**C. CONNECTING TRANSMISSION OWNER’S INTERCONNECTION**

**FACILITIES**

As depicted on the one-line diagram in Attachment 3, the Connecting TransmissionOwner’s Interconnection Facilities (“CTOIFs”) consist of the following constructed or installedbetween the POI and PCO, as well as metering and revenue telemetry unit (“RTU”) located atthe Millers Grove Collector Substation.

2-4

SERVICE AGREEMENT NO. 2868

**1. Revenue Metering**

The Connecting Transmission Owner revenue metering shall be located at the MillersGrove Collector Substation on the generator side of the 115kV breaker in accordance with therequirements identified in the Project Specific Specifications (as defined below), and shallconsist of:

• three (3) combination current/voltage transformer (“CT/PT”) units (manufacturer and model shall be ABB/Hitachi KXM-550 high accuracy, GE KOTEF 123.ER, ITEC CVTO-550, or other Connecting Transmission Owner-specified equivalent);

• one (1) revenue meter;

• one (1) meter socket; and

• color-coded instrument transformer secondary cable.

The ratios of the current transformers (“CTs”) and potential transformers (“PTs”) will beprovided upon Connecting Transmission Owner’s review of the Interconnection Customer’sdesign documents according to Electric System Bulletins (“ESB”).

(*Note*: The Connecting Transmission Owner’s revenue metering CTs and PTs cannot be used to feed the Interconnection Customer’s check meter.)

All revenue meters must be powered by station DC. The revenue metering will requireonce communications link to the Connecting Transmission Owner-owned RTU; thecommunication cables will be specified by the Connecting Transmission Owner during finalengineering.

The metering of any redundant or standby station service provisions (if required) at theMillers Grove Collector Substation shall be added in accordance with Connecting TransmissionOwner’s retail tariff, PSC No. 220, and ESB 750.

**2. EMS-RTU**

A Connecting Transmission Owner-owned EMS/RTU shall be installed in the MillersGrove Collector Substation control house. The Connecting Transmission Owner will procureand provide the RTU to the Interconnection Customer for installation on a mounting panel in thecontrol house in accordance with the ESBs.

The Interconnection Customer shall provide a dedicated 10A, 48 VDC or 125 VDCcircuit RTU from the station battery system.

The Connecting Transmission Owner shall procure and install the Ruggedcom RX1501gateway required for interfacing the RTU to the Connecting Transmission Owner’s energymanagement system (“EMS”) network, and will complete all wiring, testing and commissioningof the RTU.

2-5

SERVICE AGREEMENT NO. 2868

**3. Line 5 Tap**

The Small Generating Facility will interconnect to Connecting Transmission Owner’s115kV system via a radial tap off the Porter-Watkins Line 5. The Millers Grove CollectorSubstation is to be located approximately 325 feet southwest of Line 5 and will be orientedperpendicular to the transmission lines. The Small Generating Facility will interconnect to Line5 between Structures 153 and 154. Based on the location of the Millers Grove CollectorSubstation, the radial tap will require installation of:

• one (1) double circuit shieldwire deadend tapping structure with concrete caisson

foundation;

• two (2) double circuit double shieldwire lite duty steel davit arm suspension

structures;

• one (1) H-frame light duty steel deadend structure;

• two (2) vertical switch structure with vertical load break disconnect switch;

• three (3) in-line disconnect switches;

• approximately 350 circuit feet of 795 ACSR 26/7 “DRAKE”; and

• approximately 350 linear feet of 3/8” EHS steel shieldwire.

Take off structure heights and phase spacing will need to be established betweenInterconnection Customer and Connecting Transmission Owner before final design and materialspecifications are prepared. Soil borings for the line tap will be completed by ConnectingTransmission Owner and all line phasing shall match the existing Line 5.

The National Pipeline Mapping System does not identify gas lines located in the sitelocation, however, the Interconnection Customer is responsible for obtaining gas lineinformation and determining if there are any other underground facilities that were not identifiedon the drawings provided by the Interconnection Customer.

New right-of-way (“ROW”) will be required for the construction, operation, andmaintenance of the tap line and must accommodate the 125’ x 125’ work pads (temporary)required for the installation of the new structures. All ROW widths shall adhere to the mostcurrent Connecting Transmission Owner’s standards at the time of final engineering. FinalROW width requirements cannot be determined until after final design is complete. Permanentaccess roads are required for switches whether they are motor operated disconnects or manuallyoperated switches.

Property rights for the line tap and transmission line facilities, and associated accessroads, must be transferred to Connecting Transmission Owner at least two (2) months in advanceof construction initiation.

Line 5 is not an Article VII line, however, a Part 102 may be required.

2-6

SERVICE AGREEMENT NO. 2868

**D. SCOPE OF WORK AND RESPONSIBILITIES**

**1. Interconnection Customer’s Scope of Work and Responsibilities**

The Interconnection Customer shall design, procure, construct, install, own, operate andmaintain the Interconnection Customer’s Interconnection Facilities in accordance with thefollowing requirements, to the extent not inconsistent with the terms of this Agreement, the ISOOATT or applicable NYISO Procedures: NYISO requirements, industry standards andspecifications regulatory requirements, the Connecting Transmission Owner’s applicableConnecting Transmission Owner’s ESBs that pertain to the Small Generating Facility:

• ESB No. 750: Specifications for Electrical Installations, January 2022 (“ESB 750”);

• ESB No. 750: Series Errata and Change Revision List, May 2023 (“ESB 750

Series”);

• ESB No. 751: General Requirements Above 600-Volt Service, June 2014 (“ESB

751”);

• ESB No. 752: Service Above 15,000 Volts, Large Commercial and Industrial, April

2002 (“ESB 752”);

• ESB No. 755: Operation & Maintenance Requirements for Services Above 600 Volts,

June 2003 (“ESB 755”);

• ESB No. 756: Requirements for Parallel Generation Connected to National Grid

Owned EPS, January 2023 (“ESB 756”);

• ESB No. 758: Primary Service to Metal-Enclosed Switchgear, January 1985 (“ESB

758”).

Prescriptive specifications are provided in Connecting Transmission Owner’s *SystemProtection and Interconnection Facilities Electric Installation Specification for the MillersGrove Solar Project Specifications* provided as Appendix C to the Facilities Study for the SmallGenerating Facility (“Millers Grove Solar Project Specific Specifications”) and, if necessary,may be amended after receipt and review of the Interconnection Customer’s final design andequipment specifications for the Small Generating Facility (including the ICIFs), and notice toproceeding with funding under the terms of the Interconnection Agreement.

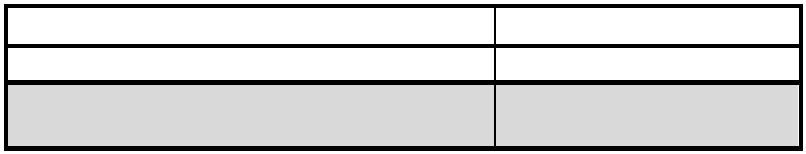
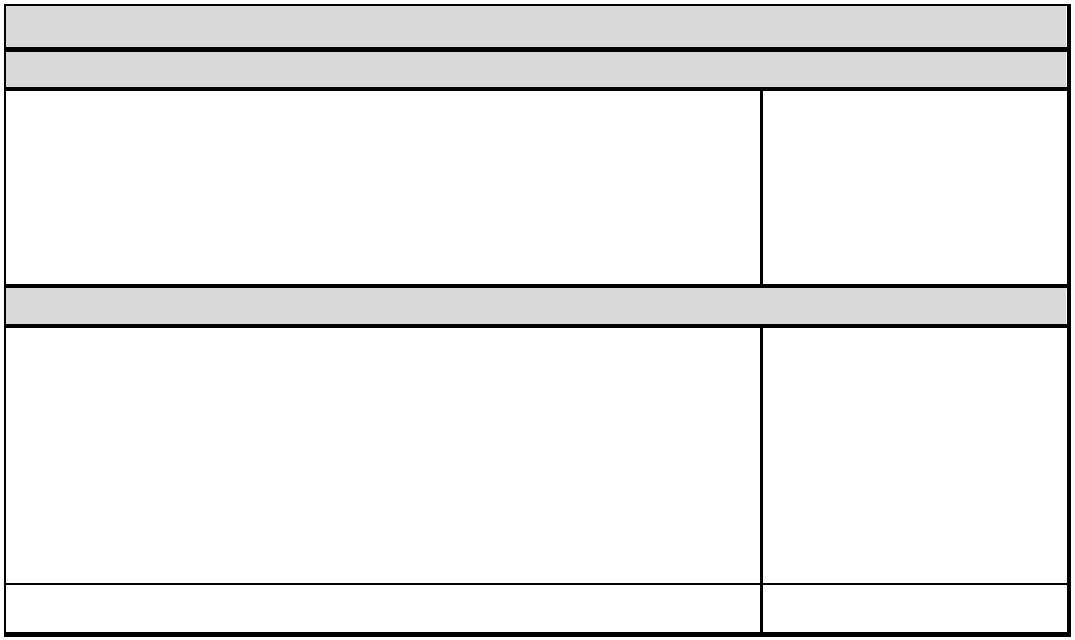
The Interconnection Customer shall mount the CT/PT units in the Millers Solar CollectorSubstation and make grounding and primary wire connections.

The Interconnection Customer shall procure and install one (1) billing meter panel in theMillers Grove Collector Substation control enclosure in accordance with Millers Grove SolarProject Specific Specifications; conduit for the wiring from the instrument transformers to theConnecting Transmission Owner supplied meter socket; and conduct and cable between therevenue meter and RTU.

The Interconnection Customer is responsible for obtaining all real estate/easements andenvironmental permits for Connecting Transmission Owner to construct, operate and maintainthe transmission infrastructure including all permanent and temporary real estate for constructionof the facilities and all access roads (permanent and temporary). The Interconnection Customershall acquire all required real estate in accordance with Connecting Transmission Owner’s

2-7

SERVICE AGREEMENT NO. 2868



*Standards and Requirements Relating to Third Party Acquisition and Transfer of Real PropertyInterests* to Niagara Mohawk Power Corporation for Electric Facilities and SurveySpecifications.

**2. Connecting Transmission Owner’s Scope of Work and Responsibilities**

The Connecting Transmission Owner shall procure the CT/PT units and provide them toInterconnection Customer for installation in the Millers Grove Collector Substation.

The Connecting Transmission Owner shall provide, run and wire both ends of the color-coded instrument transformer secondary cables, provide the meter socket for the InterconnectionCustomer to install on the billing meter panel, and supply install, test, and commission therevenue meter.

**E. ESTIMATED COSTS OF INTERCONNECTION FACILITIES**

The estimated costs (+30%/-15%) of the work associated with the InterconnectionFacilities required for the interconnection of the Small Generating Facility are presented in thetable below.

**Q1047 Millers Grove Solar Facilities Study Cost Estimate Interconnection Customer Interconnection Facilities (ICIFs)**

**$75,500**

Engineering review and compliance verification of the ICIF, including all required drawings and equipment specifications reviews, relay settings, construction and testing assistance byengineering, field verification, and witness testing

**Connecting Transmission Owner Interconnection Facilities (CTO IFs)**

**$306,000**

Engineering, design, construction, testing and commissioning

for revenue metering and EMS-RTU at Collector Station. **$2,456,500**

*EMS-RTU & Rev. Metering*

*Line Tap*

***CTO AF Subtotal $2,762,500***

**IF Subtotal $2,838,000**

Contingency $751,000 **IF TOTAL $3,589,000**

As described in the Facilities Study for the Small Generating Facility, the estimatesprovided herein:

Assume:

• 5X10 construction work week;

• outages are available;

2-8

SERVICE AGREEMENT NO. 2868

• all major material is delivered to site (i.e., no costs are included for transport from

storage);

• existing equipment to remain is functional; and

• no mobile generation or additional facilities are required for outages.

Exclude:

• discussions and negotiations of issued interconnection study;

• application fees;

• applicable surcharges;

• overall project sales tax;

• property taxes;

• line switching;

• property/easement acquisitions;

• access roads and associated matting;

• future operation and maintenance costs;

• recurring monthly communications circuits’ charges, if any, responsible by the

Interconnection Customer to the communications utility;

• soil testing;

• adverse field conditions such as rock, water, weather, and Interconnection

Customer electrical equipment obstructions;

• environmental mitigation;

• extended engineering to minimize outage time or Connecting Transmission

Owner’s public duty to serve;

• extended craft labor hours, to minimize outage and/or construction time;

• property transactions reviews associated with Interconnection Customer’s requests to occupy the Connecting Transmission Owner’s rights-of-way and/or fee owned property; or

• any required permits.

**F. O&M EXPENSES FOR INTERCONNECTION FACILITIES**

In accordance with Article 4.1.2 of this Agreement, the Interconnection Customer shallbe responsible for its share of reasonable expenses associated with the operation, maintenance,repair and replacement of the Connecting Transmission Owner’s Interconnection Facilities, assuch facilities are detailed in this Attachment 2 (“O&M Expenses”).

The Interconnection Customer shall have the option to pay such O&M Expenses eitherunder the procedure described in Option 1 or in Option 2 below.

2-9

SERVICE AGREEMENT NO. 2868

Option 1: Fixed On Going Charge Payment:

The Connecting Transmission Owner will invoice and Interconnection Customershall pay an annual payment to the Connecting Transmission Owner equal to theproduct of the Gross Plant Investment associated with the ConnectingTransmission Owner’s Interconnection Facilities and the Annual TransmissionOngoing Charge Factor, for the term of this Agreement.

For purposes of this Agreement, Gross Plant Investment shall mean theinvestment from the plant account records associated with the ConnectingTransmission Owner’s Interconnection Facilities for the Small GeneratingFacility.

All payments due to be made by the Interconnection Customer shall be madewithin thirty (30) days after receiving an invoice from the ConnectingTransmission Owner. Connecting Transmission Owner will bill InterconnectionCustomer for the O&M Expenses on a quarterly basis.

The Project’s Gross Plant Investment associated with the ConnectingTransmission Owner’s Interconnection Facilities shall be established in writing bythe Connecting Transmission Owner no later than 90 days following commercialoperation.

The Annual Transmission On-Going Charge Factor shall be calculated annuallyeach July based on the Connecting Transmission Owner’s most recent FERCForm 1 data and will equal the sum of the Revenue Requirement Components asidentified in O&M Attachment 1 divided by the Total Gross Plant of theConnecting Transmission Owner. Total Gross Plant shall equal the sum of ItemNos. A (1)(a)(b)(c) in O&M Attachment 1.

Option 2: Quarterly Actual O&M Expenses

The Interconnection Customer shall pay for all actual O&M Expenses incurred bythe Connecting Transmission Owner, which expenses shall be billed by theConnecting Transmission Owner quarterly as accumulated during the quarter forwhich they were incurred.

All payments due to be made by the Interconnection Customer shall be madewithin thirty (30) days after receiving an invoice from the ConnectingTransmission Owner, which invoice shall be issued after the end of each quarterfor the most recent quarter.

Selection by Interconnection Customer

2-10

SERVICE AGREEMENT NO. 2868



The Interconnection Customer shall select which option for paying such O&M Expensesby providing written notice to the Connecting Transmission Owner within thirty (30) days afterthe Gross Connecting Transmission Owner’s Interconnection Facilities Plant Investment cost andthe most recent Annual Transmission Ongoing Charge Factor have been provided to theInterconnection Customer. If the Interconnection Customer fails to provide timely notice to theConnecting Transmission Owner of the option selected, the Interconnection Customer will bedeemed to have selected Option 2: Quarterly Actual O&M Expenses.

**O&M ATTACHMENT 1**

Capitalized terms used in this calculation will have the following definitions:

**Allocation Factor**

(1) General Plant Allocation Factor shall equal Electric General Plant divided by the sum ofElectric General Plant plus gas general plant as reported in the Annual Report filed with the NewYork State Public Service Commission.

(2) Gross Transmission Plant Allocation Factor shall equal the total investment inTransmission Plant in Service divided by the sum of the total Transmission Plant in Service plusthe total Distribution Plant in Service, excluding Intangible Plant, General Plant and CommonPlant.

(3) Transmission Wages and Salaries Allocation Factor shall equal the ratio of ConnectingTransmission Owner Transmission-related direct electric wages and salaries including any directwages or salaries charged to Connecting Transmission Owner by a Connecting TransmissionOwner Affiliate to Connecting Transmission Owner’s total electric direct wages and salariesincluding any wages charged to Connecting Transmission Owner by a Connecting TransmissionOwner Affiliate excluding any electric administrative and general wages and salaries.

**Ratebase and Expense items**

(1) Administrative and General Expense shall equal electric expenses as recorded in FERCAccount Nos. 920-935.

(2) Amortization of Investment Tax Credits shall equal electric credits as recorded in FERCAccount No. 411.4.

(3) Distribution Plant in Service shall equal the gross plant balance as recorded in FERC Account Nos. 360 – 374.

(4) Electric Common Plant shall equal the balance of Common Plant recorded in FERCAccount Nos. 389-399 multiplied by the General Plant Allocation Factor. (5) General Plant shallequal electric gross general plant balance recorded in FERC Account Nos. 389-399.

(6) Materials and Supplies shall equal electric materials and supplies balance as recorded inFERC Account No. 154.

2-11

SERVICE AGREEMENT NO. 2868



(7) Payroll Taxes shall equal those electric payroll tax expenses as recorded in FERCAccount Nos. 408.100, 408.110 and 408.130.

(8) Prepayments shall equal electric prepayment balance as recorded in FERC Account No.

165.

(9) Real Estate Tax Expenses shall equal electric transmission-related real estate tax expenseas recorded in FERC Account No. 408.140 and 408.180.

(10) Transmission Operation and Maintenance Expense shall equal electric expenses asrecorded in FERC Account Nos. 560, 562-573.

(11) Transmission Plant in Service shall equal the gross plant balance as recorded in FERCAccount Nos. 350-359.

(12) Transmission Revenue Credits shall equal the revenue reported in Account 456.

(13) Transmission Related Bad Debt Expense shall equal Bad Debt Expense as reported inAccount 904 related to transmission billing.

(14) Wholesale Metering Cost shall equal any costs associated with any Revenue or RemoteTerminal Unit (RTU) meters and associated equipment located at an internal or external tie atvoltages equal to or greater than 23V. The cost shall be determined by multiplying the number ofwholesale meters in FERC Account No. 370.3 by the average cost of the meters plus the averagecosts of installation.

In the event that the above-referenced FERC accounts are renumbered, renamed, orotherwise modified, the above sections shall be deemed amended to incorporate suchrenumbered, renamed, modified or additional accounts.

**Revenue Requirement Components**

The Revenue Requirement Components shall be the sum of Connecting TransmissionOwner’s (A) Return and Associated Income Taxes, (B) Transmission Related Real Estate TaxExpense, (C) Transmission Related Amortization of Investment Tax Credits, (D) TransmissionRelated Payroll Tax Expense, (E) Transmission Operation and Maintenance Expense, (F)Transmission Related Administrative and General Expenses, less (G) Revenue Credits, plus (H)Bad Debt Expense.

A. Return and Associated Income Taxes shall equal the product of the TransmissionInvestment Base as identified in A(1) below and the Cost of Capital Rate.

1. Transmission Investment Base shall be defined as Transmission Related General Plant plus Transmission Related Common Plant plus Transmission Related Regulatory Assets plus Transmission Related Prepayments plus Transmission Related Materials and Supplies plus Transmission Related Cash Working Capital.

2-12

SERVICE AGREEMENT NO. 2868

(a) Transmission Plant in Service shall equal the balance of Total investment in Transmission Plant plus Wholesale Metering Cost.

(b) Transmission Related General Plant shall equal the balance of investment in General Plant multiplied by the Transmission Wages and Salaries Allocation Factor.

(c) Transmission Related Common Plant shall equal Electric Common Plant multiplied by the Gross Transmission Plant Allocation Factor and multiplied by the Transmission Wages and Salaries Allocation Factor.

(d) Transmission Related Regulatory Assets shall equal balances in FERC Account Nos. 182.3 and 254 for state and federal regulatory assets and liabilities related to FAS109, and excess AFUDC multiplied by the Gross Transmission Plant Allocation Factor.

(e) Transmission Related Prepayments shall equal the electric balance of Prepayments multiplied by the Gross Transmission Plant Allocation Factor.

(f) Transmission Related Materials and Supplies shall equal the balance of Materials and Supplies assigned to Transmission added to the remainder of Material and Supplies not directly assigned to either Transmission or Distribution multiplied by the Gross Transmission Plant Allocation Factor.

(g) Transmission Related Cash Working Capital shall be a 12.5% allowance (45 days/360 days) of the Transmission Operation and Maintenance Expense (less FERC Account 565: Transmission of Electricity by Others) and Transmission-Related Administrative and General Expense.

2. Cost of Capital Rate

The Cost of Capital Rate shall equal the proposed Weighted Costs of Capital plus FederalIncome Taxes and State Income Taxes.

(a) The Weighted Costs of Capital will be calculated for the Transmission Investment Base using Connecting Transmission Owner’s actual capital structure and will equal the sum of (i), (ii), and (iii) below: (i) the long-term debt component, which equals the product of the actual weighted average embedded cost to maturity of Connecting Transmission Owner’s long-term debt then outstanding and the actual long-term debt capitalization ratio.

(ii) the preferred stock component, which equals the product of the actual weighted average embedded cost to maturity of Connecting Transmission Owner’s preferred stock then outstanding and the actual preferred stock capitalization ratio.

2-13

SERVICE AGREEMENT NO. 2868



(iii) the return on equity component, shall be the product of the allowed ROE of 10.30% or such value as most recently approved by the Commission plus a 50 basis point adder (per FERC Order 697 and 697-A, if authorized by the Commission for the Connecting Transmission Owner) and Connecting Transmission Owner’s actual common equity capitalization ratio.

(b) Federal Income Tax shall equal

A x Federal Income Tax Rate(1 - Federal Income Tax Rate)

where A is the sum of the preferred stock component and the return on equitycomponent, each as determined in Sections 2.(a)(ii) and for the ROE set forth in

2.(a)(iii) above.

(c) State Income Tax shall equal

(A + Federal Income Tax) x State Income Tax Rate

(1 – State Income Tax Rate)

Where A is the sum of the preferred stock component and the return on equitycomponent as determined in A.2.(a)(ii) and A.2.(a)(iii) above and Federal incomeTax is determined in 2.(b) above.

B. Transmission Related Real Estate Tax Expense shall equal the Real Estate TaxExpenses multiplied by the Gross Plant Allocation Factor.

C. Transmission Related Amortization of Investment Tax Credits shall equal theelectric Amortization of Investment Tax Credits multiplied by the Gross Transmission PlantAllocation Factor.

D. Transmission Related Payroll Tax Expense shall equal Payroll Taxes multipliedby the Transmission Wages and Salaries Allocation Factor.

E. Transmission Operation and Maintenance Expense shall equal the TransmissionOperation and Maintenance Expense as previously defined.

F. Transmission Related Administrative and General Expenses shall equal the sumof the electric Administrative and General Expenses multiplied by the Transmission Wages andSalaries Allocation Factor.

G. Revenue Credits shall equal all Transmission revenue recorded in FERC account 456.

H. Transmission Related Bad Debt Expense shall equal Transmission Related Bad DebtExpense as previously defined.

2-14

SERVICE AGREEMENT NO. 2868

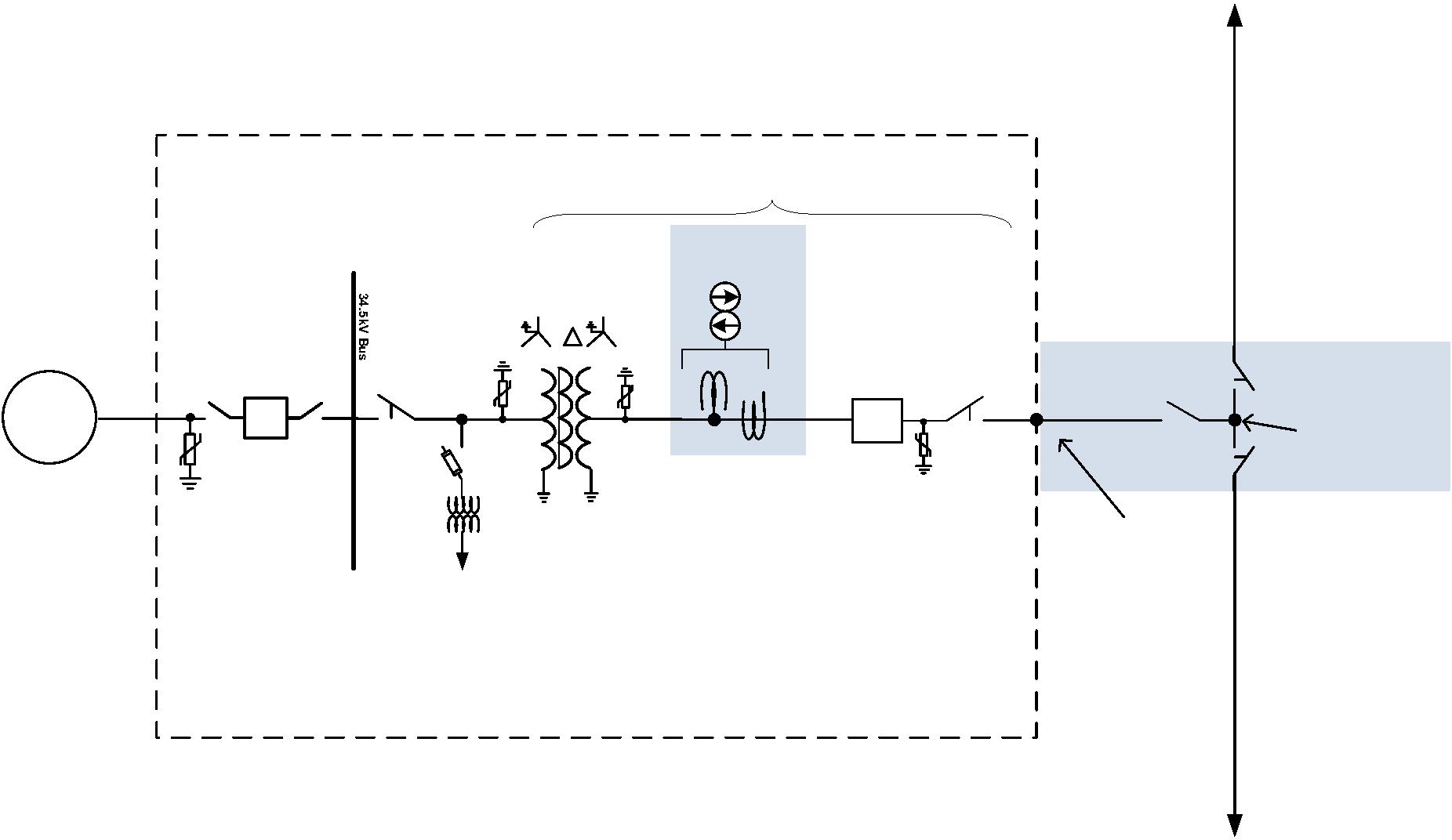
**Attachment 3**

**One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades**

(See below)

3-1

SERVICE AGREEMENT NO. 2868



**115 kV Line 5 ~1.72 miles toWatkins Station**

**Interconnection Customer Interconnection Facilities**

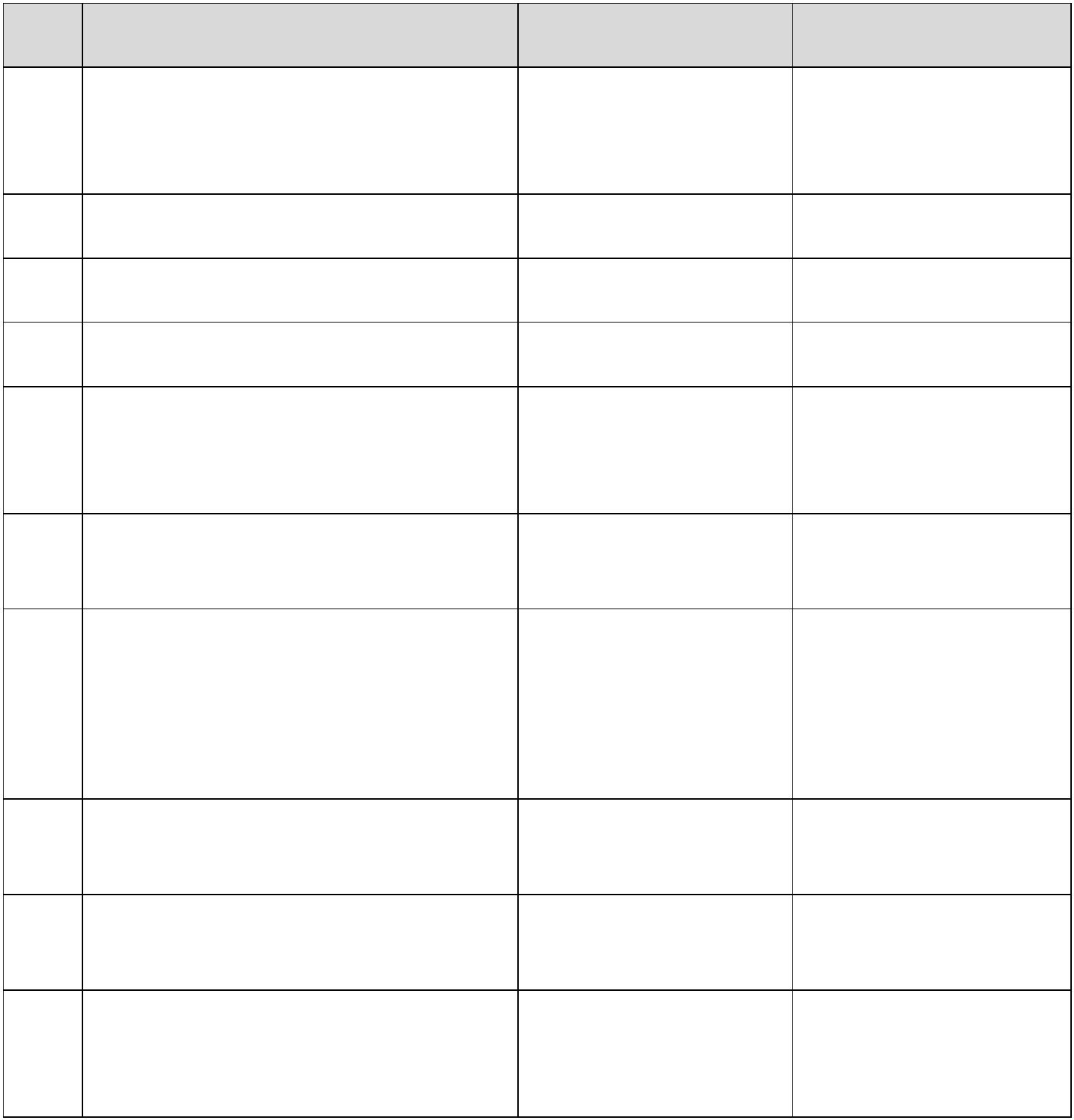
|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | **TB1**  **34.5Y/13.8 kV – 115Y kV**  **15/20/25 MVA**  **ONAN/ONAF/ONAF**  **z=9%** |  | **CTO**  **Interconnection**  **Facilities (metering)** |
|  | | | **52F1** | | | | | | | | |  | 53 | | |  | **CTO**  **Interconnection Facilities** | | | |
|  | | **20MW** | | | | | | | |  | R50 | | | | | | |  | **(~325 ft )** | | |  | **Point of**  **Interconnection**  **(POI)** |
|  | INVERTERS  TMEIC UPCS  (5) 4.2MVA  (1) 3.36MVA | | |  | **Station**  **Service**  **19.9 kV-**  **240/120 V**  **50 kVA** | | | | | | | | |  | **Point of Change of**  **Ownership (PCO)**  (Note: PCO is at the  connection to the IC s  Disconnect Switch.  National Grid will own the  insulators, whips, and  connection hardware.) | | | | |

**Millers Grove Solar Collector Station**

**115kV Line 5 ~9.87 miles toPorter Station**

3-2

SERVICE AGREEMENT NO. 2868



**Attachment 4**

**Milestones**

**1. Milestones**

In-Service Date: April 2028

Critical milestones and responsibility as agreed to by the Parties:

**MILESTONE DATE RESPONSIBLE**

**PARTY**

1. Execute Interconnection Agreement Connecting 1/2025 Transmission

Owner/Interconnection Customer/NYISO

2. Provide prepayment/ security 10/2025 Interconnection Customer

3. Issue written authorization to 10/2025 Interconnection proceed with engineering Customer

4. Project Initiation 11/2025 Connecting Transmission Owner

5. Project Management level kickoff Connecting

meeting 12/2025 Owner/Interconnection

Transmission

Customer

6. Provide property rights Interconnection

documentation (i.e., options, deeds, 01/2026 Customer

easements, etc.) to CTO for review

7. Provide final civil plans for Collector Station with surveyed location and

height of termination structure, Interconnection 02/2026

grading plan, access roads, and Customer wetlands delineation maps (in CAD

format)

8. Start engineering on Interconnection Interconnection Customer’s Interconnection 03/2026 Customer Facilities

9. Start procurement for Interconnection Interconnection Customer’s 06/2026 Customer Interconnection Facilities

10. Start engineering on all System Connecting

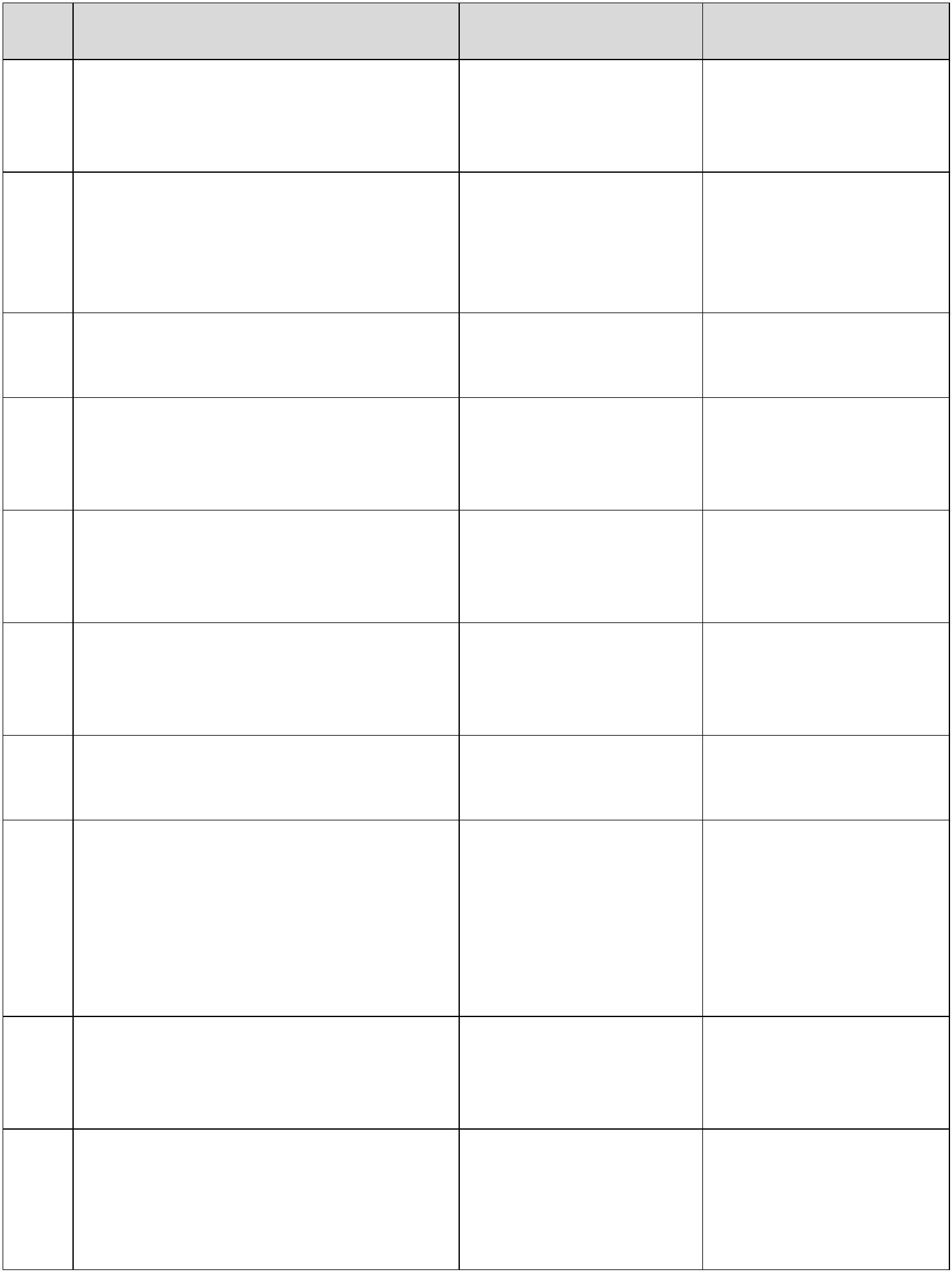
Upgrade Facilities and Connecting Transmission Owner

07/2026

Transmission Owner’s Interconnection Facilities

4-1

SERVICE AGREEMENT NO. 2868



**MILESTONE DATE RESPONSIBLE PARTY**

11. Start procurement for System Connecting

Upgrade Facilities and Connecting Transmission Owner

08/2026

Transmission Owner’s Interconnection Facilities

12. Complete engineering on Connecting Interconnection Customer’s Transmission Interconnection Facilities (including 11/2026 Owner/Interconnection Connecting Transmission Owner Customer approvals)

13. Start construction of Interconnection Interconnection Customer’s Interconnection 01/2027 Customer Facilities

14. Deliver property rights to CTO for Interconnection

SUFs *(must be provided at least 60* Customer

02/2027

*days in advance of construction start)*

15. Complete engineering on System Connecting

Upgrade Facilities and Connecting Transmission Owner

02/2027

Transmission Owner’s Interconnection Facilities

16. Start construction of System Connecting

Upgrade Facilities and Connecting Transmission Owner

03/2027

Transmission Owner’s Interconnection Facilities

17. Complete procurement for Interconnection Interconnection Customer’s 04/2027 Customer Interconnection Facilities

18. Complete construction of Interconnection Interconnection Customer’s Customer Interconnection Facilities (including

all telecom circuits installation and 06/2027

provisioning, as well as all make ready work for revenue metering and RTU)

19. Complete procurement for System Connecting

Upgrade Facilities and Connecting Transmission Owner

06/2027

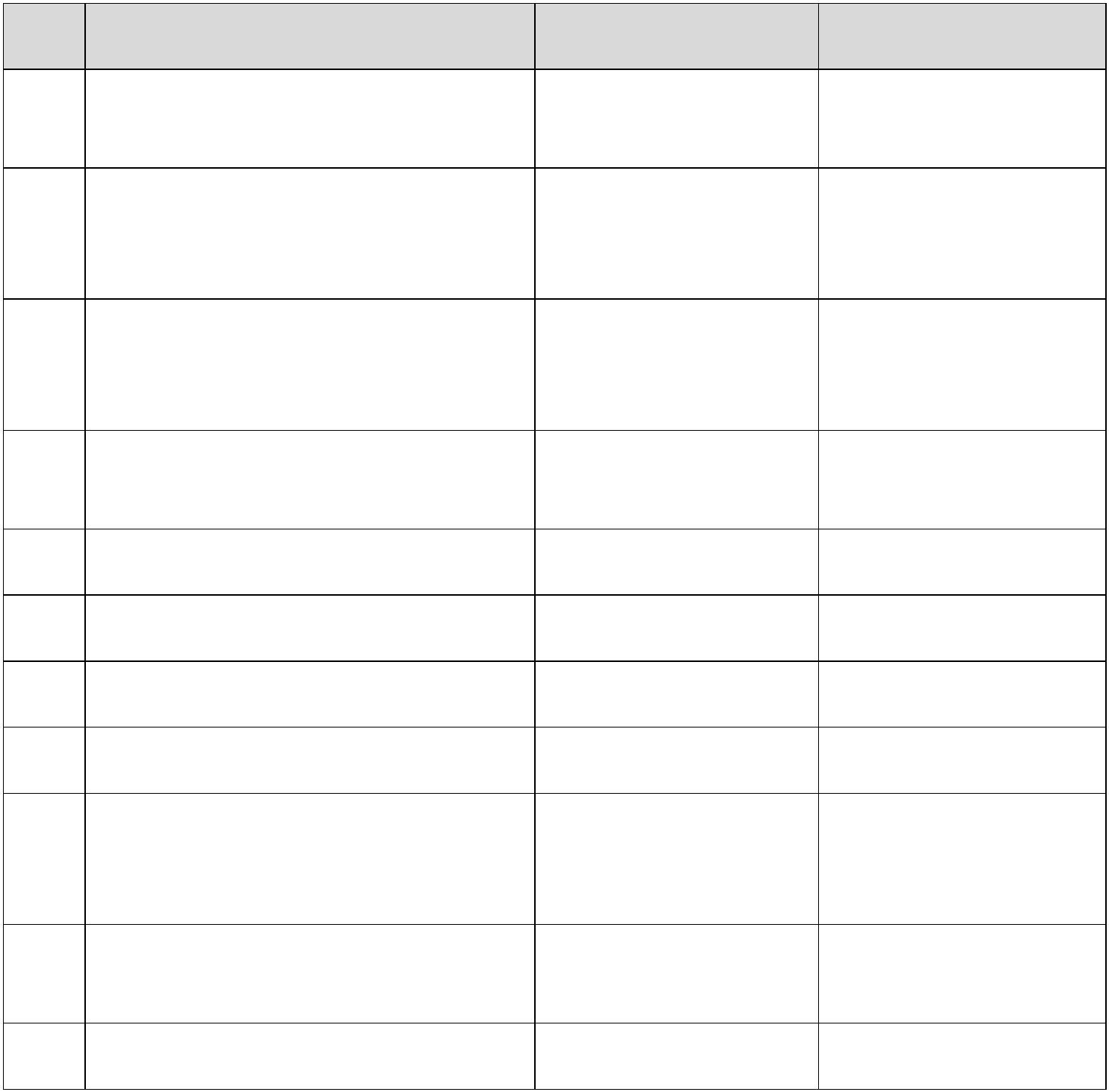
Transmission Owner’s Interconnection Facilities

20. Provide Connecting Transmission Interconnection Owner the NYISO assigned PTID Customer number and associated project name 06/2027

*(must be provided at least 2 months in advance of Initial Backfeed Date)*

4-2

SERVICE AGREEMENT NO. 2868



**MILESTONE DATE RESPONSIBLE PARTY**

21. Start construction of line tap Connecting (Connecting Transmission Owner’s 06/2027 Transmission Owner Interconnection Facilities)

22. Complete construction and testing of Connecting

System Upgrade Facilities and Transmission Owner

07/2027

Connecting Transmission Owner’s Interconnection Facilities

23. Field verification and witness testing Connecting

of Interconnection Customer’s Transmission

09/2027

Interconnection Facilities Owner/Interconnection

Customer

24. Initial Backfeed Date Interconnection 10/2027 Customer/Connecting

Transmission Owner

25. Complete testing and commissioning 12/2027 Interconnection Customer

26. Initial Synchronization Date 01/2028 Interconnection Customer

27. Commercial Operations Date Interconnection

04/2028

Customer

28. Submit Interconnection Customer’s Interconnection

Interconnection Facilities as builts 6/2028

Customer 29. Complete System Upgrade Facilities Connecting

and Connecting Transmission Transmission Owner

7/2028

Owner’s Interconnection Facilities as builts

30. Complete review / acceptance of Connecting Interconnection Customer’s 8/2028 Transmission Owner Interconnection Facilities as builts

31. Complete project closeout and final 11/2028 Connecting invoicing Transmission Owner

These milestone are contingent upon, but not limited to, outage scheduling, and theInterconnection Customer’s successful compliance with all interconnection requirements andtimely completion of its obligations in the Project Specific Specifications and milestones in thisAgreement. Due to the impacts of the COVID-19 pandemic on equipment lead times, theConnecting Transmission Owner’s ability to deliver this project in accordance with thesemilestones may be at risk. Any such impacts shall be addressed in accordance with Article 6.2of this Agreement.

4-3

SERVICE AGREEMENT NO. 2868

**2. Security Arrangement**

Interconnection Customer has provided to the Connecting Transmission Owner a letter ofcredit in the amount of $2,299,300 as security for the System Upgrade Facilities to satisfy itsrequirement under Attachment Z to the ISO OATT to provide security for System UpgradeFacilities identified through Interconnection Studies under the Small Generator InterconnectionProcedures. At least twenty (20) Business Days prior to Interconnection Customer’s issuance ofwritten authorization to proceed with engineering and procurement contemplated by Milestone 3in the table contained in Section 1 of this Attachment 4, Interconnection Customer shall provideto Connecting Transmission Owner additional security in the form of a letter of credit inaccordance with Section 6.3 of this Agreement in the amount of $ 3,490,800, for the estimatedcost of the Connecting Transmission Owner’s Interconnection Facilities described in Attachment2 and Attachment 6 of this Agreement.

The actual amount of the prepayment or security to be provided by InterconnectionCustomer may be adjusted by Connecting Transmission Owner following completion ofengineering for Connecting Transmission Owner’s Interconnection Facilities and SystemUpgrade Facilities; Connecting Transmission Owner shall provide written notice toInterconnection Customer of the adjusted prepayment or security amount, together withreasonable supporting documentation of the related cost estimates.

The Connecting Transmission Owner shall not be obligated to commence engineering,procurement, or construction, as applicable, unless the Connecting Transmission Owner hasreceived the corresponding prepayment or security installment as contemplated above.

As agreed to by Interconnection Customer and Connecting Transmission Owner, theConnecting Transmission Owner shall issue Interconnection Customer an invoice on a monthlybasis detailing Interconnection Customer’s cost responsibility under this Agreement andproviding the net amount, if any, due to Connecting Transmission Owner after ConnectingTransmission Owner has applied any prepayment amounts towards settlement of the invoice. Forthe avoidance of doubt, Connecting Transmission Owner shall apply the full amount of anyprepayment amount held by Connecting Transmission Owner against InterconnectionCustomer’s cost responsibility under this Agreement before Interconnection Customer isrequired to pay any amount in excess of such prepayment amount. If any amount is due fromInterconnection Customer, it shall make such payments pursuant to Article 6.1.1 of thisAgreement. The amount of any security provided by Interconnection Customer under thisSection 2 shall be reduced for payments made by Interconnection Customer as provided inArticle 6.3 of this Agreement.

4-4

SERVICE AGREEMENT NO. 2868

**Attachment 5**

**Additional Operating Requirements for the New York State Transmission System, the Distribution System and Affected Systems Needed to Support the Interconnection Customer’s Needs**

The NYISO, in consultation with the Connecting Transmission Owner, shall also providerequirements that must be met by the Interconnection Customer prior to initiating paralleloperation with the New York State Transmission System or the Distribution System.

(a) The Interconnection Customer must comply with all applicable NYISO tariffs andprocedures, as amended from time to time.

(b) To the extent not inconsistent with the terms of this Agreement, the ISO OATT, orapplicable NYISO procedures, Interconnection Customer must comply with ConnectingTransmission Owner’s operating instructions and requirements, which requirements shall includethe dedicated data circuits, including system protection circuits, to be maintained byInterconnection Customer in accordance with Article 1.5 of this Agreement. InterconnectionCustomer must also comply with the applicable requirements as set out in the ConnectingTransmission Owner’s ESBs, which have been identified and provided to the InterconnectionCustomer as amended from time to time to the extent not inconsistent with the terms of thisAgreement or applicable NYISO tariffs and procedures. Upon the Connecting TransmissionOwner’s notice to the Interconnection Customer of amendments to the ESBs, the InterconnectionCustomer has 30 days to comply with such amendments.

4-5

SERVICE AGREEMENT NO. 2868

**Attachment 6**

**Connecting Transmission Owner’s Description of its Upgrades and Best Estimate of**

**Upgrade Costs**

The NYISO, in consultation with the Connecting Transmission Owner, shall describeUpgrades and provide an itemized best estimate of the cost, including overheads, of theUpgrades and annual operation and maintenance expenses associated with such Upgrades. TheConnecting Transmission Owner shall functionalize Upgrade costs and annual expenses as eithertransmission or distribution related.

The cost estimate for System Upgrade Facilities and System Deliverability Upgradesshall be taken from the ISO OATT Attachment S cost allocation process or applicableInterconnection Study, as required by Section 32.3.5.3.2 of Attachment Z. The cost estimate forDistribution Upgrades shall include the costs of Distribution Upgrades that are reasonablyallocable to the Interconnection Customer at the time the estimate is made, and the costs of anyDistribution Upgrades not yet constructed that were assumed in the Interconnection Studies forthe Interconnection Customer but are, at the time of the estimate, an obligation of an entity otherthan the Interconnection Customer.

The cost estimates for Distribution Upgrades, System Upgrade Facilities, and SystemDeliverability Upgrades are estimates. The Interconnection Customer is ultimately responsiblefor the actual cost of the Distribution Upgrades, System Upgrade Facilities, and SystemDeliverability Upgrades needed for its Small Generating Facility, as that is determined underAttachments S, X, and Z of the ISO OATT.

**A. DISTRIBUTION UPGRADES**

None.

**B. STAND-ALONE SYSTEM UPGRADE FACILITIES (“SUF”)**

None.

**C. OTHER SYSTEM UPGRADE FACILITIES (“SUF”)**

The interconnection of the Small Generating Facility to the Porter-Watkins Line 5 willrequire the following System Upgrade Facilities at the Porter Substation and Watkins Substation.All of the following work will be done by Connecting Transmission Owner.

**1. Porter Substation**

All modifications shall be completed in the Porter Substation yard and control house.There is adequate space in the existing control room to accommodate the protectionmodifications.

6-1

SERVICE AGREEMENT NO. 2868

*a) Line 5 Protection Packages*

The existing Line 5 ‘A’ protection scheme consists of an ERL Phase LPRO and will beconverted to Permissive Overreach Transfer Trip (“POTT”). The existing ‘B’ protection is astep distance scheme using an SEL-311C and will be reset. The ‘A’ package Gard8000 currentlyused for DTT to Watkins Substation will be upgraded to a GARDPro to be compatible with theremote end GARDPro and shall be used for both POTT and DTT. The ‘B’ package DTT toPorter Substation will be removed.

With the addition of the Small Generating Facility, DTT transmit and receive to theMillers Grove Collector Substation will be added. DTT will be sent to the Millers GroveCollector Substation for a line relay operation and R50 breaker failure. DTT for breaker failurewill be received from the Millers Grove Collector Substation and trip and drive to lockout (DTL)R50. One (1) new RFL GARDPro and one (1) ON/OFF switch will be installed for the DTTbetween Porter Substation and the Millers Grove Collector Substation shall be installed.

*b) Controls and Integration*

The existing RTU3 is sufficient for the scope of the interconnection of the Small Generating Facility. There are enough spare parts to accommodate the additional new points.

*c) Telecommunications*

A new circuit will be provisioned between the Porter and Watkins substations on theexiting microwave link and then extended from the Watkins Substation to the Millers GroveCollector Substation for DTT.

An area coordination study will be completed during final engineering design state andmay result in resetting of relays in the area. The cost of the coordination study is included in thecost estimates in this Agreement. If the study determines that additional relays in the area mustbe reset, the costs associated with resetting the relays will be the responsibility of theInterconnection Customer.

**2. Watkins Substation**

All modifications shall be completed in the Watkins Substation yard and control house.There is adequate space in the existing control room to accommodate the protectionmodifications.

*a) Line 5 Protection Packages*

The existing Line 5 ‘A’ and ‘B’ protection and R8105 breaker failure schemes will beremoved as they are obsolete and cannot be reset. The new ‘A’ protection package will be aPOTT scheme using an SEL-411L and the new ‘B’ protection package will be a step distancescheme using a GE L90 relay. Breaker failure for R50 and R8105 will be included in the linerelays. The existing RFL 6710 DTT transmitters to Porter Substation will be replaced as they areobsolete. One (1) new RFL GARDPro and two (2) new ON/OFF switches will be added forPOTT and DTT schemes for Line 5.

6-2

SERVICE AGREEMENT NO. 2868

With the addition of the Small Generating Facility, DTT transmit and receive to theMillers Grove Collector Substation will be added. DTT will be sent to the Millers GroveCollector Substation for a line relay operation, and R50 and R8105 breaker failure. DTT forbreaker failure will be received from the Millers Grove Collector Substation and trip lockout(DTL) R50 and R8105. One (1) new RFL GARDPro and one (1) ON/OFF switch will beinstalled for the DTT between Porter Substation and the Millers Grove Substation shall beinstalled.

*b) Controls and Integration*

The existing RTU is sufficient for the scope of the interconnection of the Small Generating Facility. There are enough spare points to accommodate the additional new points.

*c) Telecommunications*

A new microwave link will need to be constructed between the Millers Grove CollectorSubstation and the Watkins Substation for DTT. Connecting Transmission Owner will need toinstall Aviat Microwave Electronics at Watkins Substation, and ancillary equipment (waveguide,antennas, dehydrators), and any additional equipment needed for the microwave link to theMillers Grove Collector Substation. The teleprotection DS1 circuit from Watkins Substation tothe Millers Grove Collector Substation will be extended from a DS1 port on the Aviat radiofacing the Millers Grove Collector Substation to the GARDPro relay vial SEL ICON MUXesbetween the microwave shelter and the control house. The teleprotection DS1 circuit fromPorter Substation to the Millers Grove Collector Substation will be routed through WatkinsSubstation.

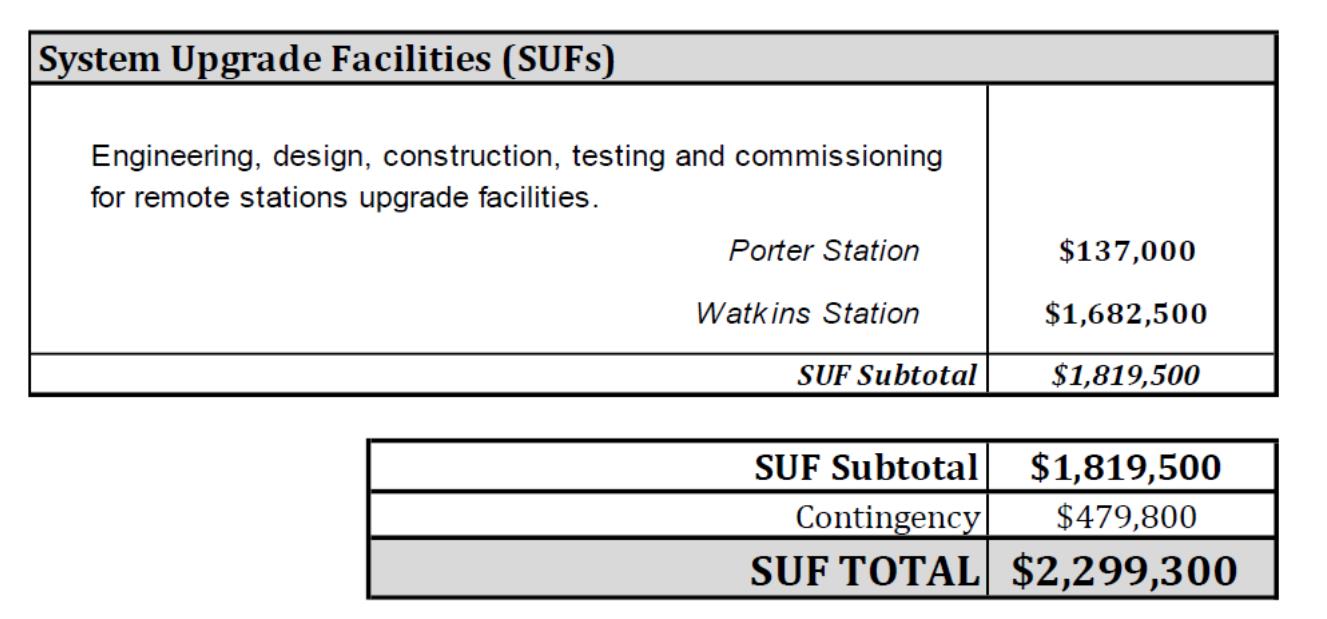
An area coordination study will be completed during final engineering design stage andmay result in resetting of relays in the area. The cost of the coordination study is included in thecost estimates in this Agreement. If the study determines that additional relays in the area mustbe reset, the costs associated with resetting the relays will be the responsibility of theInterconnection Customer.

**D. AFFECTED SYSTEM UPGRADES**

None.

6-3

SERVICE AGREEMENT NO. 2868



**E. COST ESTIMATES RELATED TO DISTIRBUTION UPGRADES AND SYSTEM UPGRADE FACILITIES**

As described in the Facilities Study for the Small Generating Facility, the estimates providedherein:

Assume:

• 5X10 construction work week;

• outages are available;

• all major material is delivered to site (i.e., no costs are included for transport from

storage);

• existing equipment to remain is functional; and

• no mobile generation or additional facilities are required for outages.

Exclude:

• discussions and negotiations of issued interconnection study;

• application fees;

• applicable surcharges;

• overall project sales tax;

• property taxes;

• line switching;

• property/easement acquisitions;

• access roads and associated matting;

• future operation and maintenance costs;

6-4

SERVICE AGREEMENT NO. 2868

• recurring monthly communications circuits’ charges, if any, responsible by the

Interconnection Customer to the communications utility;

• soil testing;

• adverse field conditions such as rock, water, weather, and Interconnection

Customer electrical equipment obstructions;

• environmental mitigation;

• extended engineering to minimize outage time or Connecting Transmission

Owner’s public duty to serve;

• extended craft labor hours, to minimize outage and/or construction time;

• property transactions reviews associated with Interconnection Customer’s requests to occupy the Connecting Transmission Owner’s rights-of-way and/or fee owned property; or

• any required permits.

6-5

SERVICE AGREEMENT NO. 2868

**Attachment 7**

**Insurance Coverage**

Interconnection Customer shall, at its own expense, maintain in force throughout theperiod of this Agreement, the following minimum insurance coverage, with insurers authorizedto do business in the State of New York.

Commercial General Liability Insurance including, but not limited to, bodily injury,property damage, products/completed operations, contractual and personal injury liability with acombined single limit of $2 million per occurrence, $5 million annual aggregate.

7-1

SERVICE AGREEMENT NO. 2868



**Attachment 8**

**Initial Synchronization Date**

[**Date**]

New York Independent System Operator, Inc.Attn: Vice President, Operations10 Krey Boulevard Rensselaer, NY 12144

Niagara Mohawk Power Corporation d/b/a National GridAttention: Director, Customer Energy Integration & Commercial ServicesAddress: 2 Hanson Place

City: Brooklyn State: NY Zip: 11217Phone: 781-906-4030

Re: Millers Grove Small Generating Facility

Dear :

On **[Date] [Interconnection Customer]** initially synchronized the Small Generating Facility**[specify units, if applicable]**. This letter confirms that **[Interconnection Customer]**’s InitialSynchronization Date was **[specify]**.

Thank you.

[**Signature**]

[**Interconnection Customer Representative**]

8-1

SERVICE AGREEMENT NO. 2868

**Attachment 9**

**Commercial Operation Date**

**[Date]**

New York Independent System Operator, Inc.Attn: Vice President, Operations10 Krey Boulevard Rensselaer, NY 12144

Niagara Mohawk Power Corporation d/b/a National GridAttention: Director, Customer Energy Integration & Commercial ServicesAddress: 2 Hanson Place

City: Brooklyn State: NY Zip: 11217Phone: 781-906-4030

Email: Vishal.Ahirrao@nationalgrid.com

Re: Millers Grove Small Generating Facility

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. \_\_\_. Thisletter confirms that **[Interconnection Customer]** commenced Commercial Operation of theSmall Generating Facility **[specify units, as applicable]**, effective as of **[Date plus one day]**.

Thank you.

**[Signature]**

**[Interconnection Customer Representative]**

9-1