SERVICE AGREEMENT NO. 2527

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STANDARD SMALL GENERATOR

INTERCONNECTION AGREEMENT
 AMONG THE

NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.,
NEW YORK STATE ELECTRIC & GAS CORPORATION,
 AND

DUKE ENERGY RENEWABLES SOLAR, LLC
 Dated as of April 6, 2020

(Scipio Solar Project)

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This Standard Small Generator Interconnection Agreement (“Agreement” or “SGIA”) is made
and entered into this 6th day of April, 2020, by and among the New York Independent System
Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of
New York (“NYISO”) and New York State Electric & Gas Corporation, a corporation organized
and existing under the laws of the State of New York (“Connecting Transmission Owner”), and
Duke Energy Renewables Solar, LLC, a limited liability company organized and existing under
the laws of the State of Delaware (“Interconnection Customer”) each hereinafter 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:

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Article 1 Scope and Limitations of Agreement

1.1 Applicability

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

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection

Customer’s Small Generating Facility will interconnect with, and operate in parallel with, the New York State Transmission System or the Distribution System.

1.3 Scope of Interconnection Service

1.3.1 The NYISO will provide Energy 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 the

NYISO, Connecting Transmission Owner and the Interconnection Customer, except as otherwise expressly 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.

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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 and Upgrades 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

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Practice and consistent with any standards and guidelines that are applied to other
generating facilities in the Balancing Authority Area on a comparable basis. The
Small Generating Facility’s protective equipment settings shall comply with the
Transmission Owner’s automatic load-shed program. The Transmission Owner
shall review the protective equipment settings to confirm compliance with the
automatic load-shed program. The term “ride through” as used herein shall mean
the ability of a Small Generating Facility to stay connected to and synchronized
with the system or equipment of the Transmission Owner and any Affected
Systems during system disturbances within a range of conditions, in accordance
with Good Utility Practice and consistent with any standards and guidelines that
are applied to other generating facilities in the Balancing Authority on a
comparable basis. The term “frequency ride through” as used herein shall mean
the ability of a Small Generating Facility to stay connected to and synchronized
with the system or equipment of the Transmission Owner and any Affected
Systems during system disturbances within a range of under-frequency and over-
frequency conditions, in accordance with Good Utility Practice and consistent
with any standards and guidelines that are applied to other generating facilities in
the Balancing Authority Area on a comparable basis. The term “voltage ride
through” as used herein shall mean the ability of a Small Generating Facility to
stay connected to and synchronized with the system or equipment of the
Transmission Owner and any Affected Systems during system disturbances
within a range of under-voltage and over-voltage conditions, in accordance with
Good Utility Practice and consistent with any standards and guidelines that are
applied to other generating facilities in the Balancing Authority Area on a
comparable basis.

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 parallel operation of the Small Generating Facility in the applicable control area, including, but not
limited to: (1) the rules and procedures concerning the operation of generation set forth in the NYISO tariffs or ISO Procedures or the Connecting Transmission Owner’s tariff; (2) any
requirements consistent with Good Utility Practice or that are necessary to ensure the safe and reliable operation of the Transmission System or Distribution System; and (3) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Connecting Transmission
Owner’s reasonable and necessary cost for the purchase, installation, operation, maintenance,
testing, repair, and replacement of metering and data acquisition equipment specified in
Attachments 2 and 3 of this Agreement. The Interconnection Customer’s metering (and data
acquisition, as required) equipment shall conform to applicable industry rules and Operating
Requirements.

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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 its
Small Generating Facility to maintain a composite power delivery at continuous
rated power output at the Point of Interconnection at a power factor within the
range of 0.95 leading to 0.95 lagging, unless the NYISO or the Transmission
Owner in whose Transmission District the Small Generating Facility
interconnects has established different requirements that apply to all similarly
situated generators in the New York Control Area or Transmission District (as
applicable) on a comparable basis, in accordance with Good Utility Practice.

1.8.1.2 Non-Synchronous Generation. The Interconnection Customer shall

design its Small Generating Facility to maintain a composite power delivery at
continuous rated power output at the high-side of the generator substation at a
power factor within the range of 0.95 leading to 0.95 lagging, unless the NYISO
or the Transmission Owner in whose Transmission District the Small Generating
Facility interconnects has established a different power factor range that applies to
all similarly situated non-synchronous generators in the control area or
Transmission District (as applicable) on a comparable basis, in accordance with
Good Utility Practice. This power factor range standard shall be dynamic and can
be met using, for example, power electronics designed to supply this level of
reactive capability (taking into account any limitations due to voltage level, real
power output, etc.) or fixed and switched capacitors, or a combination of the two.
This requirement shall only apply to newly interconnecting non-synchronous
generators that have not yet executed a Facilities Study Agreement as of
September 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

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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 frequency
response capability of the Small Generating Facility has been tested and
confirmed during commissioning. Once Interconnection Customer has
synchronized the Small Generating Facility with the New York State
Transmission System, Interconnection Customer shall operate the Small
Generating Facility consistent with the provisions specified in Articles 1.8.3.1 and

1.8.3.2 of this Agreement. The primary frequency response requirements

contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

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

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to a minimum whenever the Small Generating Facility is operated in parallel with the New York State Transmission System.

1.8.3.2 Timely and Sustained Response. Interconnection Customer shall ensure
that the Small Generating Facility’s real power response to sustained frequency
deviations outside of the deadband setting is automatically provided and shall
begin immediately after frequency deviates outside of the deadband, and to the
extent the Small Generating Facility has operating capability in the direction
needed to correct the frequency deviation. Interconnection Customer shall not
block or otherwise inhibit the ability of the governor or equivalent controls to
respond and shall ensure that the response is not inhibited, except under certain
operational constraints including, but not limited to, ambient temperature

limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. An Applicable
Reliability Standard with equivalent or more stringent requirements shall
supersede the above requirements.

1.8.3.3 Exemptions. Small Generating Facilities that are regulated by the United
States 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 are

behind the meter generation that is sized-to-load (i.e., the thermal load and the

generation are near-balanced in real-time operation and the generation is primarily
controlled to maintain the unique thermal, chemical, or mechanical output
necessary for the operating requirements of its host facility) shall be required to
install primary frequency response capability requirements in accordance with the
droop and deadband capability requirements specified in Article 1.8.3, but shall
be 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 an
electric storage resource shall establish an operating range in Attachment 5 of its
SGIA that specifies a minimum state of charge and a maximum state of charge
between which the electric storage resource will be required to provide primary
frequency 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 specify

whether the operating range is static or dynamic, and shall consider (1) the

expected magnitude of frequency deviations in the interconnection; (2) the

expected duration that system frequency will remain outside of the deadband

parameter in the interconnection; (3) the expected incidence of frequency

deviations outside of the deadband parameter in the interconnection; (4) the

physical capabilities of the electric storage resource; (5) operational limitations of
the electric storage resources due to manufacturer specification; and (6) any other
relevant factors agreed to by the NYISO, Connecting Transmission Owner, and
Interconnection Customer. If the operating range is dynamic, then Attachment 5

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must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

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

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms used herein that are not so defined shall have the meanings specified in Appendix 1 of Attachment Z, Section 25.1.2 of Attachment S, or Section 30.1 of Attachment X of the ISO OATT.

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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 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
 Attachment 5 of this Agreement. Additionally, the NYISO, in consultation with
 the Connecting Transmission Owner, shall notify the Interconnection Customer of
 any changes to these requirements as soon as they are known. The NYISO and
 Connecting Transmission Owner shall make Reasonable Efforts to cooperate with
 the 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.

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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 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 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.

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Article 3 Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to

acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC.
The NYISO and Connecting Transmission Owner shall promptly file, or cause to be filed, this
Agreement with FERC upon execution, if required. If the Agreement is disputed and the
Interconnection Customer requests that it be filed with FERC in an unexecuted form, the NYISO
shall file, or cause to be filed, this Agreement and the NYISO shall identify the disputed
language.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect
for a period of twenty (20) years from the Effective Date and shall be automatically renewed for
each successive one-year period thereafter, unless terminated earlier in accordance with article

3.3 of this Agreement.

3.3 Termination

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

3.3.1 The Interconnection Customer may terminate this Agreement at any time by

giving the NYISO and Connecting Transmission Owner 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 article 7.6.

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 nonterminating 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 other
security without interest within 30 calendar days after receipt of the invoice for
such amounts. If the deposit or other security exceeds the invoice, the Connecting
Transmission Owner shall refund such excess within 30 calendar days of the
invoice without interest. If the Interconnection Customer disputes an amount to
be paid the Interconnection Customer shall pay the disputed amount to the

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Connecting Transmission Owner or into an interest bearing escrow account,

pending resolution of the dispute in accordance with Article 10 of this Agreement. To the extent the dispute is resolved in the Interconnection Customer’s favor, that portion of the disputed amount will be 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.

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 under Good Utility Practice.

3.4.1 Emergency Conditions

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of
the Party making the claim is imminently likely to endanger life or property; or (2) that, in the
case of the NYISO or Connecting Transmission Owner, is imminently likely (as determined in a
non-discriminatory manner) to cause a material adverse effect on the security of, or damage to
the New York State Transmission System or Distribution System, the Connecting Transmission
Owner’s Interconnection Facilities or the electric systems of others to which the New York State
Transmission System or Distribution System is directly connected; or (3) that, in the case of the
Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner)
to cause a material adverse effect on the security of, or damage to, the Small Generating Facility
or the Interconnection Customer’s Interconnection Facilities. Under Emergency Conditions, the
NYISO or Connecting Transmission Owner may immediately suspend interconnection service
and temporarily disconnect the Small Generating Facility. The NYISO or Connecting

Transmission Owner shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection
Customer’s operation of the Small Generating Facility. The Interconnection Customer shall notify the NYISO and Connecting Transmission Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the New York State
Transmission System or Distribution System or any Affected Systems. To the extent
information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of each Party’s facilities and
operations, 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 or curtail the output of the Small Generating Facility and temporarily disconnect the Small
Generating Facility from the New York State Transmission System or Distribution System when necessary for routine maintenance, construction, and repairs on the New York State

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Transmission System or Distribution System. The NYISO or the Connecting Transmission

Owner shall provide the Interconnection Customer with five Business Days notice prior to such
interruption. The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to
coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the NYISO or Connecting Transmission Owner may suspend interconnection service to the Interconnection Customer to effect immediate repairs on the New York State Transmission System or the Distribution System. The NYISO shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the NYISO shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The NYISO or Connecting Transmission Owner shall notify the Interconnection

Customer as soon as practicable if, based on Good Utility Practice, operation of the Small

Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New York State Transmission System, the Distribution System or Affected Systems, or if disconnection is otherwise required under Applicable Reliability Standards or the ISO OATT. Supporting documentation used to reach the decision to disconnect shall be provided to the
Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the NYISO or Connecting
Transmission Owner may disconnect the Small Generating Facility. The NYISO or Connecting Transmission Owner shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the NYISO and

Connecting Transmission Owner before making any change to the Small Generating Facility that
may have a material impact on the safety or reliability of the New York State Transmission
System or the Distribution System. Such authorization shall not be unreasonably withheld.
Modifications shall be done in accordance with Good Utility Practice. If the Interconnection
Customer makes such modification without the prior written authorization of the NYISO and
Connecting Transmission Owner, the Connecting Transmission Owner shall have the right to
temporarily disconnect the Small Generating Facility. If disconnected, the Small Generating
Facility 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 Distribution

System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

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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 Attachment 2 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 Attachment 2 to this
Agreement.

4.2 Distribution Upgrades

The Connecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Connecting
Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades. The actual cost of the Distribution Upgrades, including
overheads, shall be directly assigned to the Interconnection Customer. The Interconnection
Customer shall be responsible for its share of all reasonable expenses, including overheads,
associated with owning, operating, maintaining, repairing, and replacing the Distribution
Upgrades, as set forth in Attachment 6 to this Agreement.

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Article 5 Cost Responsibility for System Upgrade Facilities and System Deliverability

Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires System Upgrade Facilities or System Deliverability Upgrades.

5.2 System Upgrades

The Connecting Transmission Owner shall procure, construct, install, and own the

System Upgrade Facilities and System Deliverability Upgrades described in Attachment 6 of this Agreement. To the extent that design work is necessary in addition to that already accomplished in the Class Year Interconnection Facilities Study for the Interconnection Customer, the
Connecting Transmission Owner shall perform or cause to be performed such work. If all the
Parties agree, the Interconnection Customer may construct System Upgrade Facilities and
System 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 Attachment 6
 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 Attachment 6 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 System Upgrade Facilities or System Deliverability Upgrades, the Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment, but only if responsibility for the cost of such System Upgrade Facilities is not to be allocated in accordance with Attachment S of the ISO OATT. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

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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. The Interconnection Customer shall pay all invoice amounts within 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 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 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 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 which

each Party is responsible and list them in Attachment 4 of this Agreement. A Party’s obligations
under this provision may be extended by agreement. If a Party anticipates that it will be unable
to meet a milestone for any reason other than a Force Majeure event, it shall immediately notify
the other Parties of the reason(s) for not meeting the milestone and: (1) propose the earliest
reasonable alternate date by which it can attain this and future milestones, and (2) requesting
appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone

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shall not unreasonably withhold agreement to such an amendment unless: (1) it will suffer

significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in
meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement,

installation, or construction of a discrete portion of the Connecting Transmission Owner’s

Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the

Connecting Transmission Owner, at the Interconnection Customer’s option, a guarantee, a surety
bond, letter of credit or other form of security that is reasonably acceptable to the Connecting
Transmission Owner and is consistent with the Uniform Commercial Code of the jurisdiction
where the Point of Interconnection is located. Such security for payment shall be in an amount
sufficient to cover the costs for constructing, designing, procuring, and installing the applicable
portion of the Connecting Transmission Owner’s Interconnection Facilities and Upgrades and
shall be reduced on a dollar-for-dollar basis for payments made to the Connecting Transmission
Owner under this Agreement during its term. The Connecting Transmission Owner may draw
on any such security to the extent 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 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.

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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 upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may be assigned by any Party upon 15 Business Days prior written notice and 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, or

expense, including reasonable attorney’s fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. 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 article 7.2.

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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, the
Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of
or delay in such notification shall not affect a Party’s indemnification obligation
unless such failure or delay is materially prejudicial to the Indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, no Party shall be liable under any provision 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 or
revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services,
whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to
another Party under another agreement will not be considered to be special, indirect, incidental,
or consequential damages hereunder.

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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 article 7.6.2, the Breaching Party shall have 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 60 calendar days,
the Breaching Party shall commence such cure within 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 article 3.3 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

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damages and remedies to which they are entitled at law or in equity. The
provisions 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.

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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 Attachment 7 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 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.

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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 article 9, the Parties to this Agreement will

cooperate in good faith to provide each other, Affected Systems, Affected System

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

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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 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.](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.

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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.

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Article 12 Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

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

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by the Parties, or under article 12.12 of this Agreement.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, any
subcontractor of the Connecting Transmission Owner or NYISO assisting either of those Parties with the Interconnection Request covered by this Agreement shall be entitled to the benefits of indemnification provided for under Article 7.3 of this Agreement and the limitation of liability
provided for in Article 7.2 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 the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or
covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this Agreement.

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12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an 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, joint

venture, agency relationship, or partnership between the Parties or to impose any partnership

obligation or partnership liability upon any Party. No Party shall have any right, power or

authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects the NYISO, the Connecting Transmission Owner, Market Participants, and Interconnection
Customers interconnected to electric systems to comply with the recommendations offered by
the President’s Critical Infrastructure Protection Board and, eventually, best practice
recommendations from the electric reliability authority. All public utilities are expected to meet basic 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 of
any hazardous substances, any asbestos or lead abatement activities, or any type of remediation
activities related to the Small Generating Facility or the Interconnection Facilities, each of which
may reasonably be expected to affect the other Parties. The notifying Party shall: (1) provide the
notice as soon as practicable, provided such Party makes a good faith effort to provide the notice
no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly

furnish to the other Parties copies of any publicly available reports filed with any governmental authorities 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,

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however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable 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 Transmission
Owner 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 or
any other applicable provision of the Federal Power Act and FERC’s rules and regulations
thereunder 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 under
any applicable provision of the Federal Power Act and FERC’s rules and regulations are also
expressly reserved herein; provided that each Party shall have the right to protest any such filing
by another Party and to participate fully in any proceeding before FERC in which such
modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties
or of FERC under Sections 205 or 206 of the Federal Power Act and FERC’s rules and
regulations, except to the extent that the Parties otherwise agree as provided herein.

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Article 13 Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered 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:

Duke Energy Renewables Solar, LLC Attention: General Counsel

Address: 139 East Fourth Street

City: Cincinnati State: OH Zip: 45202

Phone: (513) 287-4327

And

Before Commercial Operation:

Duke Energy Renewables Solar, LLC

Attention: Tyler Coon, Business Development Mgr. Address: 1000 East Main Street

City: Plainfield State: IN Zip: 46168-1765

Phone: (317) 838-2806

After Commercial Operation:

Duke Energy Renewables Solar, LLC

Attention: Managing Director, Asset Management and Business Services Address: 550 South Caldwell Street

City: Charlotte State: NC Zip: 28202

Phone: (704) 382-6266

If to the Connecting Transmission Owner:

New York State Electric & Gas Corporation

Attention: Manager - Programs/Projects, Electric Transmission Services Address: P.O. Box 5224

City: Binghamton State: NY Zip: 13902-5224

Phone: (585) 484-6306

If to the NYISO:

Before Commercial Operation of the Small Generating Facility New York Independent System Operator, Inc.

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Attention: Vice President, System and Resource Planning Address: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

After Commercial Operation:

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

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

13.2 Billing and Payment

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

Duke Energy Renewables Solar, LLC
Attention: Solar Project Controls

Address: 139 East Fourth Street, Mail Drop EM32

City: Cincinnati State: OH Zip: 45202

After Commercial Operation:

Duke Energy Renewables Solar, LLC

Attention: Managing Director, Asset Management and Business Services Address: 550 South Caldwell Street

City: Charlotte State: NC Zip: 28202

Phone: (704) 382-6266

Connecting Transmission Owner:

New York State Electric & Gas Corporation

Attention: Manager, Billings & Risk Management Address: P.O. Box 5224

City: Binghamton State: NY Zip: 13902-5224

Phone: (585) 484-6883 Fax: (607) 762-7067

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone or e-mail to the telephone numbers and e-mail addresses set out below:

Duke Energy Renewables Solar, LLC

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Attention: General Counsel

Address: 139 East Fourth Street

City: Cincinnati State: OH Zip: 45202

Phone: (513) 287-4327

And

Before Commercial Operation:

Duke Energy Renewables Solar, LLC

Attention: Tyler Coon, Business Development Mgr. Address: 1000 East Main Street

City: Plainfield State: IN Zip: 46168-1765

Phone: (317) 838-2806

After Commercial Operation:

Duke Energy Renewables Solar, LLC

Attention: Managing Director, Asset Management and Business Services Address: 550 South Caldwell Street

City: Charlotte State: NC Zip: 28202

Phone: (704) 382-6266

If to the Connecting Transmission Owner:

New York State Electric & Gas Corporation

Attention: Manager - Programs/Projects, Electric Transmission Services Address: P.O. Box 5224

City: Binghamton State: NY Zip: 13902-5224

Phone: (585) 484-6306 Fax: (607) 762-7067

If to the NYISO:

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

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

E-mail: interconnectionsupport@nyiso.com

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications
which may be necessary or convenient for the administration of this Agreement. This person
will also serve as the point of contact with respect to operations and maintenance of the Party’s
facilities.

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Interconnection Customer’s Operating Representative:

Duke Energy Renewables Solar, LLC

Attention: Director, Solar Operations
Address: 550 South Caldwell Street

City: Charlotte State: NC Zip: 28202

Phone: (704) 382-5920 or (980) 701-7126

E-mail: solarmonitorgroup@duke-energy.com

Connecting Transmission Owner’s Operating Representative:
 Connecting Transmission Owner:

New York State Electric & Gas Corporation

Attention: Brian Gordon/Supervisor Dispatch & ECC Address: 101 Murray Hill Road

City: Vestal State: NY Zip: 13850

Phone: (585) 484-4653 Fax: (607) 762-4282

NYISO’s Operating Representative:

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

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

E-mail: interconnectionsupport@nyiso.com

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

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Article 14 Signatures

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

For the New York Independent System Operator, Inc. By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Connecting Transmission Owner: New York State Electric & Gas Corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title:

Date: Date:

For the Interconnection Customer: Duke Energy Renewables Solar, LLC By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attachment 1

Glossary of Terms

Affected System - An electric system other than the transmission system owned, controlled or operated by the Connecting Transmission Owner that may be affected by the proposed
interconnection.

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 designated

agent) other than the Connecting Transmission Owner that: (i) owns facilities used for the

transmission of Energy in interstate commerce and provides Transmission Service under the

Tariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York State Transmission System where System Deliverability Upgrades or System Upgrade Facilities are installed pursuant to Attachment Z and Attachment S to the ISO OATT.

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

Applicable Reliability Standards - The criteria, requirements and guidelines of the North

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

Base Case - The base case power flow, short circuit, and stability data bases used for the
Interconnection Studies by NYISO, Connecting Transmission Owner or Interconnection
Customer; described in Section 32.2.3 of the Large Facility Interconnection Procedures.

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 to

Interconnection Customers that satisfy the NYISO Deliverability Interconnection Standard or
that are otherwise eligible to receive CRIS in accordance with Attachment S to the ISO OATT;

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such service being one of the eligibility requirements for participation as a NYISO Installed Capacity Supplier.

Commercial Operation shall mean the status of the Small Generating Facility that has

commenced generating electricity for sale, excluding electricity generated during Trial

Operation, notice of which must be provided to the NYISO in the form of Attachment 9 to this Agreement.

Commercial Operation Date of a unit shall mean the date on which the Large Generating

Facility commences Commercial Operation as agreed to by the Parties, notice of 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 designated
agent) that: (i) owns facilities used for the transmission of Energy in interstate commerce and
provides Transmission Service under the Tariff, (ii) owns, leases or otherwise possesses an
interest in the portion of the New York State Transmission System or Distribution System at the
Point of Interconnection, and (iii) is a Party to the Standard Small Generator Interconnection
Agreement.

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 distribute electricity that are subject to FERC jurisdiction, and are subject to the NYISO’s Large Facility Interconnection Procedures in Attachment X to the ISO OATT or Small Generator
Interconnection Procedures in Attachment Z to the ISO OATT under FERC Order Nos. 2003
and/or 2006. For the purpose of this Agreement, the term Distribution System shall not include LIPA’s distribution facilities.

Distribution Upgrades - The additions, modifications, and upgrades to the Connecting

Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer’s wholesale sale of electricity in interstate commerce.
Distribution Upgrades do not include Interconnection Facilities or System Upgrade Facilities or System Deliverability Upgrades.

Energy Resource Interconnection Service - The service provided by NYISO to interconnect
the Interconnection Customer’s Small Generating Facility to the New York State Transmission
System or Distribution System in accordance with the NYISO Minimum Interconnection
Standard, to enable the New York State Transmission System to receive Energy and Ancillary
Services 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 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 Agreement, this

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definition 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 a

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

Governmental Authority - Any federal, state, local or other governmental regulatory or

administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, NYISO, Affected
Transmission Owner, Connecting Transmission Owner or any Affiliate thereof.

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

In-Service Date shall mean the date upon which the Developer reasonably expects it will be

ready to begin use of the Connecting Transmission Owner’s Interconnection Facilities to obtain back feed power.

Interconnection Customer - Any entity, including the Transmission Owner or any of the

affiliates or subsidiaries, that proposes to interconnect its Small Generating Facility with the New York State Transmission System or the Distribution System.

Interconnection Facilities - The Connecting Transmission Owner’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the
Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the New York State
Transmission System or the Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or System Upgrade Facilities.

Interconnection Request - The Interconnection Customer’s request, in accordance with the

Tariff, 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 Generating
Facility that is interconnected with the New York State Transmission System or the Distribution
System. For the purposes of this Agreement, this definition of Interconnection Request shall
supersede the definition of Interconnection Request set out in Attachment X to the ISO OATT.

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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 transmission

system, which includes: (i) the Transmission Facilities under ISO Operational Control; (ii) the

Transmission Facilities Requiring ISO Notification; and (iii) all remaining transmission facilities within the New York Control Area.

NYISO Deliverability Interconnection Standard - The standard that must be met, unless

otherwise provided for by Attachment S to the ISO OATT, by (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 State Transmission System and receive Unforced
Capacity Delivery Rights; (iii) any entity requesting External CRIS Rights, and (iv) any entity
requesting a CRIS transfer pursuant to Section 25.9.5 of Attachment S to the ISO OATT. To
meet the NYISO Deliverability Interconnection Standard, the Interconnection Customer must, in
accordance with the rules in Attachment S to the ISO OATT, fund or commit to fund any System
Deliverability Upgrades identified for its project in the Class Year Deliverability Study.

NYISO Minimum Interconnection Standard - The reliability standard that must be met by
any generation facility or Class Year Transmission Project that is subject to NYISO’s Large
Facility Interconnection Procedures in Attachment X to the ISO OATT or the NYISO’s Small
Generator Interconnection Procedures in this Attachment Z, that is proposing to connect to the
New York State Transmission System or Distribution System, to obtain ERIS. The Minimum
Interconnection Standard is designed to ensure reliable access by the proposed project to the
New York State Transmission System or to the Distribution System. The Minimum

Interconnection Standard does not impose any deliverability test or deliverability requirement on the proposed interconnection.

Operating Requirements - Any operating and technical requirements that may be applicable
due to Regional Transmission Organization, Independent System Operator, control area, or the
Connecting Transmission Owner’s requirements, including those set forth in the Small Generator
Interconnection Agreement. Operating Requirements shall include Applicable Reliability
Standards.

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

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 Party
under this Agreement, efforts that are timely and consistent with Good Utility Practice and are
otherwise substantially equivalent to those a Party would use to protect its own interests.

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Small Generating Facility - The Interconnection Customer’s device no larger than 20 MW for
the production and/or storage for later injection of electricity identified in the Interconnection
Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

System Deliverability Upgrades - The least costly configuration of commercially available components of electrical equipment that can be used, consistent with Good Utility Practice and Applicable Reliability Requirements, to make the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Deliverability Interconnection Standard for
Capacity Resource Interconnection Service.

System Upgrade Facilities - The least costly configuration of commercially available

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

Tariff - 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 Commercial
Operation.

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

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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, and

metering equipment shall be itemized and identified as being owned by the Interconnection

Customer, or the Connecting Transmission Owner. The NYISO, in consultation with the

Connecting Transmission Owner, will provide a best estimate itemized cost, including

overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection
Facilities and metering equipment.

A. PROJECT DESCRIPTION

The Interconnection Customer is constructing an 18 MW photovoltaic facility (“Small Generating Facility”) that will be located in the town of Scipio in Cayuga County, New York. The Small Generating Facility will consist of a collecting system comprised of:

• Seven (7) photovoltaic arrays;

• Seven (7) Power Electronics HEC-US V 1500 inverters;

• Seven (7) Inverter Transformers, Y-Grounded, Delta; and

• Seven (7) Fused Switches, 34.5 kV

The Point of Interconnection (“POI”) for the Small Generating Facility is off the main

34.5 kV bus at the Connecting Transmission Owner’s existing 34.5 kV Scipio Substation in
Scipio, New York. The Point of Change of Ownership (“PCO””) is inside the existing Scipio Substation at the new 34.5 kV line attachments on the new 34.5 kV structure. The POI and PCO are detailed on Figure 1 in Attachment 3.

B. INTERCONNECTION CUSTOMER’S INTERCONNECTION FACILITIES

As depicted on the one-line diagram in Attachment 3, the Interconnection Customer’s Interconnection Facilities (“ICIF”) consist of the following:

Scipio Solar Collector Substation

• One (1) 38 kV, 600 A, 25 kA circuit breaker;

• One (1) grounding transformer (optional);

• Three (3) single phase, voltage transformers;

• Six (6) single phase, current transformers;

• Six (6) surge arresters; and

• One (1) 34.5 kV, three phase disconnect switch.

Generator Lead Line

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• a new 0.1-mile 34.5 kV (336 ACSR) overhead line from a pole mounted, three phase,
 line disconnect switch inside of the Scipio Solar Collector Substation to the Scipio
 Substation, terminating on a new 34.5 kV box structure. This line is included as part of
 the ICIF all the way up to the PCO inside the Scipio Substation.

C. CONNECTING TRANSMISSION OWNER’S INTERCONNECTION

FACILITIES

As depicted on the one line-diagram in Attachment 3, Connecting Transmission Owner’s Interconnection Facilities (“CTOIF”) consist of the following:

• One (1) 38 kV, 1200 A, vacuum circuit breaker, with one of the two sets of line side

bushing currents transformers being New York Public Service Commission (“NYPSC”) approved and of revenue grade for revenue metering;

• Two (2) 38 kV, three phase, group operated, disconnect switches with supervisory

control (SEL-2411);

• Three (3) single phase, 30kV duty cycle surge arresters;

• Three (3) single phase, 38 kV NYPSC revenue grade voltage transformers;

• One (1) single phase, voltage transformer;

• Breaker protection panel and revenue metering panel (inside Scipio Substation Control

House):

o SEL-451;

o Connecting Transmission Owner & NYPSC approved revenue grade meter;

• Power, protection, control, and communication cables;

• Structures: voltage transformer structures;

• Box Structure: line termination and disconnect mounting;

• Foundations: equipment structures;

• Grounding: CTOIF grounding shall be in accordance with IEEE Std. 80 and Connecting

Transmission Owner’s standards and would be an expansion of the existing ground grid
and be coordinated with the SUF grounding in the yard. A grounding study shall be
conducted to ensure the grounding requirements of Connecting Transmission Owner are
met.

D. SCOPE OF WORK AND RESPONSIBILITIES

1. Interconnection Customer’s Scope of Work and Responsibilities

The Interconnection Customer shall be responsible for the procurement, engineering and
construction of the Interconnection Customer’s Interconnection Facilities and the Connecting
Transmission Owner’s Interconnection Facilities. The Interconnection Customer will design and
construct the Interconnection Customer’s Interconnection Facilities and Connecting
Transmission Owner’s Interconnection Facility in accordance with the applicable requirements
of Connecting Transmission Owner, as set out in the Connecting Transmission Owner’s Bulletin
86-01, to the extent not inconsistent with the terms of this Agreement or the NYISO OATT.

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To the extent not inconsistent with the terms of this Agreement or the NYISO OATT, Interconnection Customer will:

• Provide the engineering and design resources to develop complete construction drawings

for the new 34.5kV terminal within Connecting Transmission Owner’s Scipio Substation according to current Connecting Transmission Owner standards;

• Perform all necessary technical and environmental studies required for the

Interconnection Facilities per Connecting Transmission Owner standards;

• Procure all Substation Protection & Control equipment required for the Interconnection

Facilities per Connecting Transmission Owner standards;

• Provide the substation construction resources to construct the new 34.5kV terminal

including but not limited to the installation of two additional bay structures along with
two, three phase 34.5kV circuit breakers and associated motor operated disconnect
switches which will be added to each of the incoming line terminals from Cowlesville
and Wales Center Substation. The incoming line for Scipio Solar project will require the
addition of one, three phase 34.5kV circuit breaker and associated motor operated
disconnect switches. In addition to the 34kV circuit breaker and associated switches
structures, bus, control cables, protection and control equipment, primary metering
equipment, SCADA, etc. within the Connecting Transmission Owner’s Scipio
Substation;

• Complete testing and commissioning of the new construction of Interconnection

Facilities per Connecting Transmission Owner standards;

• Complete the Inspection Form included in the Connecting Transmission Owner’s Final

Technical Review for the Scipio Solar Project;

• Notify Connecting Transmission Owner at least two weeks in advance of commissioning;

• Provide certified test reports prior to commissioning per Connecting Transmission Owner

standards;

• Provide a contact person for local Connecting Transmission Owner Operations; and

• Design and install the solar equipment.

• Provide a long term leasehold agreement to the Connecting Transmission Owner for

lands required, to allow the Connecting Transmission Owner to construct, operate and maintain the expansion of the existing Scipio Substation as necessary to accommodate the proposed project.

All project engineering and design work related to the interconnection at Connecting

Transmission Owner’s Scipio Substation shall be per Connecting Transmission Owner’s current

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standards. All of Interconnection Customer’s engineering and design project documentation

shall be approved by Connecting Transmission Owner. The work at the Scipio Substation for the Small Generating Facility shall be per the Connecting Transmission Owner’s standards and
under the supervision of Connecting Transmission Owner’s Field Construction Manager
(“FCM”). A list of engineering contractors and substation construction contractors currently approved by the Connecting Transmission Owner is available. However, the Interconnection Customer may propose an alternate engineering contractor and/or substation construction
contractor for review and acceptance by the Connecting Transmission Owner.

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

Connecting Transmission Owner shall review and accept the Interconnection Customer’s design of the Connecting Transmission Owner’s Interconnection Facilities.

To the extent not inconsistent with the terms of this Agreement or the NYISO OATT, Connecting Transmission Owner will:

• Review and approve all engineering and design drawings, documents, and reports

developed by the Interconnection Customer’s Engineer relating to the design of the Interconnection Facilities;

• Review the customer drawings and specification relevant to the Small Generating Facility

and Interconnection Facilities;

• Review inverter setting and complete document control;

• Witness the commissioning test and provide final approval that the Interconnection

Facilities may be energized and placed in service; and

• Update ASPEN One Liner and the ASPEN Relay Data Base.

E. ESTIMATED COSTS OF INTERCONNECTION FACILITIES

Description Estimated Costs

Connecting Transmission Owner’s $683,326

Interconnection Facilities

Total $683,326

F. O&M EXPENSES FOR INTERCONNECTION FACILITIES

In accordance with Article 4 of this Agreement, the Interconnection Customer shall be

responsible for all reasonable expenses, including overheads (“O&M Expenses”) associated with the operation, maintenance, repair and replacement of the Connecting Transmission Owner
Interconnection Facilities (“O&M Expenses”).

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A. Interconnection Customer shall have the option to pay such O&M Expenses either under the procedure described in Option 1 or in Option 2 below:

Option 1: Fixed On-Going Charge Monthly Payment:

As of the Effective Date, the total cost of the Connecting Transmission Owner’s

Interconnection Facilities is $683,326.00. Accordingly, Interconnection Customer’s monthly O&M Expenses shall be as follows:

The Interconnection Customer shall pay to Connecting Transmission Owner for O&M Expenses each month during the term of this Agreement on an amount equal to 1/12 of the product of 7.623% and the total cost of such Connecting Transmission Owner’s Interconnection Facilities as listed in Section E of this Attachment.

Estimated Monthly O&M calculation = 1/12 x 7.623% x 683,326.00 Estimated Monthly O&M payment = $4340.83

Option 2: Annual Actual O&M Expenses

The Interconnection Customer shall pay for all reasonable and verifiable O&M Expenses
incurred by Connecting Transmission Owner, which expenses shall be billed by
Connecting Transmission Owner annually as accumulated during the year for which they
were incurred.

B. O&M Expenses

O&M Expenses shall include (but are not limited to):

• Operation & Maintenance

• Equipment Replacement

• Administrative & General

• Applicable Property and Other Taxes

C. Selection by Interconnection Customer

Interconnection Customer shall select which option for paying O&M Expenses by

providing written notice to the Connecting Transmission Owner within thirty (30) days after receiving from the Connecting Transmission Owner the Connecting Transmission Owner’s Interconnection Facilities Plant installed cost. If Interconnection Customer fails to provide timely notice (within 30 days of Interconnection Agreement execution) to
Connecting Transmission Owner of the option selected, Interconnection Customer will be deemed to have selected the following option:

Option 1: Fixed On-Going Charge Payment.

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The Interconnection Customer shall pay such O&M Expenses under the procedure described below:

D. O&M Payment

The Interconnection Customer shall pay all O&M Expenses associated with the operation, maintenance, repair and replacement of the Connecting Transmission Owner’s Interconnection Facilities.

Any incremental property tax payment resulting from the addition of the Connecting

Transmission Owner’s Interconnection Facilities will be the responsibility of the Interconnecting Customer and paid annually. A property tax assessment before and after construction of the Connecting Transmission Owner’s Interconnection Facilities will be determined and submitted to the Interconnection Customer for review.

Interconnection Customer shall pay the actual incremental property tax liability incurred by the Connecting Transmission Owner resulting from the property assessment of Connecting Transmission Owner’s Interconnection Facilities dedicated to the project.

All payments due to be made by the Interconnecting Customer shall be made within
thirty (30) days after receiving an invoice from the Connecting Transmission Owner, which
invoice shall be issued after the end of each calendar year for the most recent calendar year.

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Attachment 3

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

(See next page)

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SERVICE AGREEMENT NO. 2527

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SERVICE AGREEMENT NO. 2527

Attachment 4

Milestones

1. Milestones

In-Service Date: December, 2022

Critical milestones and responsibility as agreed to by the Parties:

MILESTONE DATE RESPONSIBLE

PARTY

1. Start Engineering of Connecting October 22, Interconnection

Transmission Owners 2021 Customer

Interconnection Facilities

(CTOIF) and the System Upgrade

Facilities (SUF)

2. Start procurement of CTOIF and November 5, Interconnection

SUF 2021 Customer

3. Complete CTOIF and SUF April 1, 2022 Interconnection

engineering Customer

4. Start construction of the CTOIF April 1, 2022 Interconnection

and SUF Customer

5. Complete the procurement of the July 1, 2022 Interconnection

CTOIF and SUF Customer

6. Complete construction of the August 1, 2022 Interconnection

Scipio Solar Collector Substation Customer

7. Testing / commissioning of the August 15, 2022 Interconnection

CTOIF and SUF Customer

8. Energization of the CTOIF August 31, 2022 Interconnection

Customer

9. Initial Synchronization Date September 30, Interconnection

2022 Customer

10. In-Service Date December, 2022 Interconnection

Customer

11. Commercial Operation Date December 15, Interconnection

2022 Customer

12. Close Out / Turnover of the January, 2023 Interconnection

CTOIF Customer

2. Security to be Posted

Consistent with Section 6.3 of this Agreement, the Interconnection Customer will post security
for the Connecting Transmission Owner’s Interconnection Facilities and System Upgrade
Facilities in accordance with the following schedule: (1) 50% of the total security on September
10, 2021, in advance of the Start Engineering milestone (Milestone #1 in the above table), and

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(2) the remaining 50% of the total security on February 20, 2022, in advance of the Start Construction milestone (Milestone #4 in the above table); provided, however, that if these milestone dates are adjusted, the Interconnection Customer may correspondingly adjust the security posting dates, so long as security is posted at least 20 Business Days prior to the applicable milestone. As of the Effective Date of the Agreement, Interconnection Customer intends to provide a guarantee as the form of security.

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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 provide requirements that must be met by the Interconnection Customer prior to initiating parallel
operation with the New York State Transmission System or the Distribution System.

The Interconnection Customer must comply with all applicable NYISO tariffs and

procedures, as amended from time to time. The Interconnection Customer must also comply
with the Connecting Transmission Owner’s operating instructions and requirements as
referenced in Section 1.5 and 1.6 of this SGIA, which requirements shall include equipment
outages and control arrangements, tagging agreements and procedures, maintenance
arrangements and responsibilities, company contacts and phone numbers and supervisory
equipment.

The Interconnection Customer must comply with the relevant provisions of the

Connecting Transmission Owner’s Electric System Bulletin 86-01, as amended from time to
time, to the extent non inconsistent with the terms of this Agreement or the NYISO OATT.

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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 describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the
Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Connecting Transmission Owner shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

The cost estimate for System Upgrade Facilities and System Deliverability Upgrades

shall be taken from the ISO OATT Attachment S cost allocation process or applicable

Interconnection Study, as required by Section 32.3.5.3.2 of Attachment Z. The cost estimate for Distribution Upgrades shall include the costs of Distribution Upgrades that are reasonably
allocable to the Interconnection Customer at the time the estimate is made, and the costs of any Distribution Upgrades not yet constructed that were assumed in the Interconnection Studies for the Interconnection Customer but are, at the time of the estimate, an obligation of an entity other than the Interconnection Customer.

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

A. DISTRIBUTION UPGRADES

None.

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

The Small Generating Facility will interconnect to the Connecting Transmission Owner’s
transmission system via the Connecting Transmission Owner’s existing Scipio Substation. The
interconnection will require extending the main 34.5 kV rigid bus at the Scipio Substation from
the existing box structure to a new standard Connecting Transmission Owner 34.5 kV
distribution box structure and relocating the existing Line 521terminations to the new box
structure. Specifically, the System Upgrade Facilities will consist of the following:

• New 34.5 kV Connecting Transmission Owner distribution two bay box structure;

• Structures: voltage transformer structures;

• Modify existing Line 521 structures 107 & 108 and re-conductor final spans into the
 Scipio Substation for the relocation of Line 521 to the new box structure;

• Relocate existing Line 521 from existing box structure to new box structure;

• Foundations: 34.5 kV box structure, equipment structures, control house;

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• Grounding: SUF grounding shall be in accordance with IEEE Std. 80 and Connecting

Transmission Owner’s standards and would be an expansion of the existing ground grid
and be coordinated with the CTOIF grounding in the yard; a grounding study shall be
conducted to ensure the grounding requirements of Connecting Transmission Owner are
met;

• Conduit and cable system;

• Extension of the existing substation fence;

• Two (2) 38 kV, 1200 A, vacuum circuit breakers;

• Four (4) 38 kV three phase, group operated, disconnect switches with supervisory control

(SEL-2411);

• Six (6) single phase, 30 kV duty cycle surge arresters;

• Five (5) single phase, voltage transformers;

• One (1) single phase, 120/240 V 20 KA station service transformer;

• Three (3) single phase, outdoor mounted, slip over bushing current transformers;

• Power, protection, control, and communication cables;

• Prefabricated Connecting Transmission Owner small control house, including:

o Bus differential panel (SEL-487B);

o Line/breaker protection panel (SEL-421 (2));

o Communication cabinet;

o HMI panel;

o AC panel;

o DC panel;

o Battery system;

o RTU (SEL-3530 RTAC); and

• Access road.

The Parties have agreed pursuant to Section 5.2 of this Agreement that the

Interconnection Customer shall be responsible for the engineering, procurement and construction
of the SUFs. The Interconnection Customer shall engineer, design, procure, construct, install,
test, and commission the Connecting Transmission Owner’s Interconnection Facilities in
accordance with applicable Connecting Transmission Owner’s technical requirements, to the
extent not inconsistent with the terms of this Agreement or the NYISO OATT. Connecting
Transmission Owner shall provide all applicable technical requirements and procedures to
Interconnection Customer.

The Interconnection Customer’s and Connecting Transmission Owner’s scope of work

and responsibilities regarding the Stand Alone System Upgrade Facilities shall be the same as the scope of work and responsibilities for the CTOIFs as detailed in Section D of Attachment 2.

C. SYSTEM UPGRADE FACILITIES (“SUF”) - OTHER SUFs

None.

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D. COST ESTIMATES RELATED TO DISTRIBUTION UPGRADES AND SYSTEM

UPGRADE FACILITIES

Description Estimated Costs

Stand Alone System Upgrade Facilities $2,922,813

Total $2,922,813

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Attachment 7

Insurance Coverage

Each Party shall, at its own expense, maintain in force throughout the period of this

Agreement, the following minimum insurance coverage, with insurers authorized to 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 a combined single limit of $2.5 million per occurrence, $5
million annual aggregate. In lieu of an actual general or public liability insurance
policy either party may choose to self-insure the first $2,500,000 of any loss
provided it can be shown that it has been a longstanding practice to maintain a
high limit/deductible and the self-insurer can show proof of excess limits of at
least $5,000,000. Each Party may satisfy the minimum limits requirements of this
Agreement by any combination of primary liability and umbrella excess liability
coverage.

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Attachment 8

Initial Synchronization Date

[Date]

New York Independent System Operator, Inc. Attn: Vice President, Operations

10 Krey Boulevard

Rensselaer, NY 12144

New York State Electric & Gas Corporation

Attn: Manager - Programs/Projects Transmission Services P.O. Box 5224

Binghamton, NY 13902-5224 Phone: (585) 484-6306
Fax: (607) 762-8666

Re: 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 Initial Synchronization Date was [specify].

Thank you.

[Signature]

[Interconnection Customer Representative]

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Attachment 9

Commercial Operation Date

[Date]

New York Independent System Operator, Inc. Attn: Vice President, Operations

10 Krey Boulevard

Rensselaer, NY 12144

New York State Electric & Gas Corporation

Attn: Manager - Programs/Projects Transmission Services P.O. Box 5224

Binghamton, NY 13902-5224 Phone: (585) 484-6306
Fax: (607) 762-8666

Re: \_\_\_\_\_\_\_\_\_\_\_\_\_ Small Generating Facility

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

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

Thank you.

[Signature]

[Interconnection Customer Representative]

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**SMALL GENERATOR**

**INTERCONNECTION AGREEMENT (SGIA)**

**(For Generating Facilities No Larger Than 20 MW)**

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 Attachment 1 – Glossary of Terms

Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4 – **[Not Applicable]**

Attachment 5 – Additional Operating Requirements for the Transmission Owner’s Transmission System and Affected Systems Needed to Support the Interconnection Customer’s Needs

Attachment 6 – **[Not Applicable]**

This Interconnection Agreement (“Agreement”) is made and entered into this 27th day of January, 2011 by Niagara Mohawk Power Corporation d/b/a National Grid (“Transmission Owner” ), and United States Gypsum Company (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties”.

**Transmission Owner Information**

 Transmission Owner: Niagara Mohawk Power Corporation d/b/a National Grid Attention: Vice President Transmission Commercial Services

 City: Waltham State: MA Zip: 02451

 Phone: 718-907-5706 Fax: 718-907-5707

**Interconnection Customer Information**

 “Interconnection Customer”

 Attention: United States Gypsum Company

 City: \_\_Chicago\_\_\_\_\_\_\_\_ State: \_\_IL\_\_\_\_\_\_\_\_ Zip: \_\_60661-3676\_\_\_\_\_\_

 Phone: \_\_(312)\_436-4177\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_(312)\_672-4177\_\_\_\_\_\_\_

Interconnection Customer Application No: N/A\_\_\_

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

**Article 1. Scope and Limitations of Agreement**

1. This Agreement shall be used for all Interconnection Requests submitted under

the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.

* 1. The Interconnection Customer owns and operates a 5.0 MW generating facility in Oakfield, Genesee County, New York that already is interconnected to Transmission Owner’s system. This Agreement sets forth the terms and conditions under which the Interconnection Customer’s Small Generating Facility will continue to operate in parallel with the Transmission Provider’s Transmission System.
	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. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the New York Independent System Operator (Transmission Provider), if any.
	3. Nothing in this Agreement is intended to affect any other agreement between the Transmission Owner and the Interconnection Customer.
	4. Responsibilities of the Parties
		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. The Interconnection Customer shall operate and maintain its Small Generating Facility and operate and maintain its Interconnection Facilities in accordance with the applicable manufacturer’s recommended maintenance schedule, in accordance with this Agreement, and with Good Utility Practice.
		3. The Transmission Owner shall operate and maintain its Transmission System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
		4. To the extent that it becomes necessary, pursuant to the terms hereof, to construct new, or upgrade existing, facilities, 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 sate codes and standards. The Interconnection Customer agrees to 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 Transmission Owner or Affected Systems.
		5. Each Party 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 the Agreement. Each Party 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 Transmission Owner and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Owner’s Transmission System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities previously have been agreed to and are delineated in the Attachments to the Agreement.
		6. To the extent necessary, the Transmission Owner shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

The Interconnection Customer shall continue to abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff and / or by the Transmission Owner for the Transmission Provider’s Transmission System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Transmission Owner’s reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer’s metering (and data acquisition, as required) equipment shall continue to conform to applicable industry rules and Operating Requirements. The Parties acknowledge that to the best of their knowledge the metering and data acquisition equipment currently in place is adequate and does not require replacement or upgrade, provided that such acknowledgement does not alter the requirement for the Interconnection Customer to take the steps necessary for the Interconnection Customer’s metering (and data acquisition, as required) equipment to continue to conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall operate its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all similarly situated generators in the control area on a comparable basis.

1.8.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the Transmission Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in Section 1.8.1.

1.8.3 Payments shall be in accordance with the Tariff.

1.8.4 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

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

* 1. Equipment Testing and Inspection

2.1.1 To the extent that Transmission Owner, in accordance with Good Utility Practice, reasonably determines a need, it may request that the Interconnection Customer test and inspect its Small Generating Facility and Interconnection Facilities. The Interconnection Customer shall notify the Transmission Owner of such activities no fewer than five 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 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 Transmission Owner a written test report when such testing and inspection is completed.

* + 1. The Transmission Owner shall 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 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 Transmission Owner shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Owner shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Owner shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to continue parallel operations.

2.3 Right of Access

* + 1. Upon reasonable notice, the Transmission Owner may send a qualified person to the premises of the Interconnection Customer to inspect the operation of the interconnection and the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days to ensure that it is being operated and maintained consistent with the existing Interconnection Agreement.. In addition, the Interconnection Customer shall notify the Transmission Owner at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.
		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 Transmission Owner shall have access to the Interconnection Customer’s premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
		3. Each Party shall be responsible for its own costs associated with complying with this Section 2.3.

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

* 1. Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Transmission Owner shall promptly file this Agreement with the FERC upon execution, if required.

* 1. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Section 3.3 of this Agreement.

* 1. Termination

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

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Transmission Owner 20 Business Days written notice.

* + 1. Either Party may terminate this Agreement after Default pursuant to Section 7.6.
		2. Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Transmission Owner’s Transmission System until such time as a subsequent Interconnection Agreement, if any, shall become effective for the Facility. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
		3. The provisions of this Section 3.3 shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

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

* + 1. Emergency Conditions – “Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, the Transmission Owner’s Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer’s Interconnection Facilities. Under Emergency Conditions, the Transmission Owner may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Transmission Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer’s operation of the Small Generating Facility. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Owner’s Transmission System or other Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties’ facilities and operations, its anticipated duration, and the necessary corrective action.

Routine Maintenance, Construction, and Repair

The Transmission Owner may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Transmission Owner’s Transmission System when necessary for routine maintenance, construction, and repairs on the Transmission Provider’s Transmission System. The Transmission Owner shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Transmission Owner shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer. Upon request by the Interconnection Customer, the Transmission Owner will consider performing maintenance during a time period other than as scheduled by the Transmission Owner, provided that it might not reasonably be expected to have an adverse impact upon the Transmission Owner’s operations, other customers of the Transmission Owner as determined by the Transmission Owner, or increase the cost of any maintenance, construction or repair.

* + 1. Forced Outages

During any forced outage, the Transmission Owner may suspend interconnection service to effect immediate repairs on the Transmission Owner’s Transmission System. The Transmission Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

* + 1. Adverse Operating Effects

The Transmission Owner shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Transmission Owner’s Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Transmission Owner may disconnect the Small Generating Facility if required by Good Utility Practice. The Transmission Owner shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of Section 3.4.1 apply.

* + 1. Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the Transmission Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Transmission Owner’s prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility if required by Good Utility Practice.

* + 1. Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Transmission Owner’s Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

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

* 1. Interconnection Facilities
		1. The Transmission Owner and Interconnection Customer agree that the existing Interconnection Facilities are adequate for the purposes of this Agreement, and the Interconnection Customer shall continue to assume the adequacy of the Interconnection Facilities unless and until otherwise notified by the Transmission Owner. The Parties also agree that the Interconnection Customer is not obligated to pay for any additional Interconnection Facility for this Agreement to become effective.
		2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Transmission Owner’s Interconnection Facilities.
		3. Modification of the Interconnection Facility

The Transmission Owner shall provide reasonable written notice to the Interconnection Customer of any determination made by the Transmission Owner that a modification, replacement or upgrade to the Interconnection Facility is required by Good Utility Practice. Such notice shall include reasonable information concerning the proposed modification, replacement or upgrade consistent with Good Utility Practice.

**Article 5. Cost Responsibility for Network Upgrades**

* 1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades. The Transmission Owner shall notify the Interconnection Owner if any Network Upgrades become necessary which could interrupt interconnection service or curtail the output of the Small Generating Facility in accordance with Section 3.4.2.

* 1. Network Upgrades

The Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Transmission Owner elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

* + 1. Repayment of Amounts Advanced for Network Upgrades

The Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Transmission Owner for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Transmission Provider’s Tariff for transmission services with respect to the Small Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC’s regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.

5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Transmission Owner, and Affected System operator may adopt any alternative payment schedule that is mutually agreeable so long as the Transmission Owner take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Transmission Owner will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

* + - 1. If the Small Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Transmission Owner shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.
	1. Special Provisions for Affected Systems

Unless the Transmission Owner provides, under this Agreement, for the repayment of amounts advanced to Affected System operator for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System operator.

5.4 Rights Under Other Agreements

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

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

* 1. Billing and Payment Procedures and Final Accounting
		1. The Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades by this Agreement, if any, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
		2. Within three months of completing the construction and installation of the Transmission owner’s Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, if any, the 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 Transmission Owner for such facilities or Upgrades. If the Interconnection Customer’s cost responsibility exceeds its previous aggregate payments, the Transmission Owner shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Transmission Owner within 30 calendar days. If the Interconnection Customer’s previous aggregate payments exceed its cost responsibility under this Agreement, the Transmission Owner shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

**Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages,**

 **and Default**

* 1. Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1 Either Party may assign this Agreement without the consent of the other Party 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 assigning Party will notify the other Party of any such assignment as soon as reasonably practicable.

* + 1. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Transmission Owner, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Transmission Owner of any such assignment.
		2. 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 Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees, relating to or arising from any act or omission in it performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

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, and includes the violation of any environmental law, regulation or industry standard as well as the release of any hazardous substance, whether or not the hazardous nature of the substance is known as of the date of execution of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person 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 person 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.

* + 1. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person’s actual loss, net of any insurance or other recovery.
		2. Promptly after receipt by an indemnified person 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, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision 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 or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

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, strikes, stoppage of labor, labor dispute, failure of contractors or supplies of material, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control including, but not limited to, unscheduled repairs or maintenance, fuel or energy shortages, or equipment breakdown. A Force Majeure Event does not include any act of negligence or intentional wrongdoing.

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 Party, 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 Party 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 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 Subject to the terms of Article 10, if a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

**Article 8. Insurance**

8.1 The Interconnection Customer shall, at is 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. 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 the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Transmission Provider, except that the Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liability, and such a proposal shall not be unreasonably rejected.

8.2 The Transmission Owner agrees to maintain general liability insurance or self-insurance consistent with the Transmission Owner’s commercial practice. Such insurance or self-insurance shall not exclude coverage for the Transmission Owner’s liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify each other as soon as reasonably practicable 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**.**

**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, as well as information regarding the Interconnection Customer’s cost of operating and maintaining the Interconnection Facility or Small Generating Facility including, but not limited to, prices paid to third-party vendors, shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

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 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 Party 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 of in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 81 CFR § 1b.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. Parties shall notify the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Party 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 form a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**Article 10. Disputes**

10.1 The Parties 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. If the Parties cannot promptly resolve the dispute on an informal basis, then either Party shall provide the other Party 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 Business Days after receipt of the Notice, either 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. DRS can be reached at 1-877-33-2237 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-half of any costs paid to neutral third-parties.

10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

**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 to maintain the other Party’s tax status. Nothing in this Agreement is intended to adversely affect the Transmission Owner’s tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bond.

**Article 12. Miscellaneous**

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by law of the state of New York (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

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 either 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 to 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 Transmission Owner. 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 the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understanding or agreements, oral or written, between Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties or covenants which constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under the Agreement.

12.6 Multiple Counterparts

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

12.7 No Partnership

This Agreement shall not interpreted or construed to create an association, joint

 venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all Transmission Providers, Transmission Owners, market participants and Interconnection Customers interconnected to electric system to comply with the recommendations offered by the President’s Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Release

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facilities or Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party make a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence and (2) promptly furnish to the other Party copies of any publicly available reports filled with any governmental authorities 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, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party 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 Party for the acts or omission of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Transmission Owner be liable for the actions or inaction of the Interconnection Customer or its subcontractors with respect to obligations 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 obligation under this article will not be limited in any way by any limitation of subcontractor’s insurance.

12.12 Reservation of Rights

The Transmission Owner shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classification of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC’s rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under an applicable provision of the Federal Power Act and FERC’s rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the right of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC’s rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

**Article 13. Notices**

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified below:

 If to the Interconnection Customer:

 Interconnection Customer: United States Gypsum Company\_

 Attention: \_\_\_\_Fred Mazurski \_Address: \_\_\_550 West Adams Street\_\_

 City: \_\_Chicago\_\_\_\_\_ \_\_\_\_\_\_\_ State: IL Zip:\_\_60661-3676

Phone: \_\_(312)\_436-4177\_\_\_ \_\_\_\_ Fax: \_\_(312)\_672-4177

 If to the Transmission Owner:

 Transmission Owner: Niagara Mohawk Power Corporation d/b/a National Grid Attention: Director, Transmission Commercial Services\_\_\_

Address: 300 Erie Blvd. West\_\_\_\_\_

City: Syracuse\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: NY \_\_\_\_\_ Zip: 13202

 Phone: (781) 907-2422\_\_\_\_\_ Fax: (781) 907-5707

13.2 Billing and Payment

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

 If to the Interconnection Customer:

 Interconnection Customer: \_\_\_United States Gypsum Company

 Attention: \_\_Fred Mazurski

 Address: \_550 West Adams Street

 City: \_Chicago \_State: IL \_\_\_\_\_\_\_\_ Zip:\_\_60661-3676\_\_\_\_\_\_

 Phone: \_\_(312)\_436-4177\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_(312)\_672-4177

 If to the Transmission Owner:

 Transmission Owner: Niagara Mohawk Power Corporation d/b/a National Grid Attention: Transmission Billing

Address: West Wing, 2nd Floor

 40 Sylvan Rd.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City: Waltham\_\_\_\_\_\_\_\_\_\_ State: MA\_\_\_ Zip:\_02451\_\_\_\_

 Phone: \_(781) 907-2221 \_\_\_\_\_ Fax: (781) 907- 5707\_\_\_

13.3 Alternative Form of Notice

 Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

 If to the Interconnection Customer:

 Interconnection Customer: \_United States Gypsum Company

 Attention: \_\_Fred Mazurski\_\_\_\_\_\_

 Address: \_\_550 West Adams Street

 City: \_\_Chicago\_\_\_\_\_\_State: IL\_\_\_\_\_\_\_\_ Zip: \_\_60661-3676\_\_\_\_\_

 Phone: \_\_(312)\_436-4177\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax: \_\_(312)\_672-4177

 If to the Transmission Owner:

 Transmission Owner: Niagara Mohawk Power Corporation d/b/a National Grid

 Attention: Transmission Account Manager

Address: 300 Erie Blvd. West

City: Syracuse\_\_\_\_\_\_\_\_\_\_\_State: NY \_\_\_\_\_\_\_\_ Zip: 13202\_\_\_\_\_\_\_ Phone: (315) 428-5047\_\_\_\_\_\_Fax: (315) 428-5114\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.4 Designated Operating Representative

 The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities.

 If to the Interconnection Customer:

 Interconnection Customer: \_\_\_United States Gypsum Company

 Attention: \_\_Jim Perry

 Address: \_\_2750 Maple Avenue

 City: \_\_Oakfield\_\_\_\_\_\_\_State: NY\_\_\_\_\_\_\_\_ Zip: \_\_14125-0139

 Phone: \_\_(585)\_948-5221\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_(585)\_948-5018

 If to the Transmission Owner:

 Transmission Owner: Niagara Mohawk Power Corporation d/b/a National Grid Attention: Transmission Account Manager

 Address: 300 Erie Blvd. West

City: Syracuse\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: NY \_\_\_\_\_\_\_\_ Zip: 13202\_\_\_\_\_\_\_

 Phone: (315) 428-5047\_\_\_\_\_\_\_\_\_Fax: (315) 428-5114\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.5 Changes to the Notice Information

 Either Party may change this information by giving five Business Days written notice prior to the effective date of this change.

**Article 14. Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representative.

For the Transmission Owner

**Attachment 1**

**Glossary of Terms**

**Affected System** – An electric system other than the Transmission owner’s Transmission System that may be affected by the proposed interconnection.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding Federal Holidays.

**Default** – The failure of a breaching Party to cure its Breach under the Small Generator Interconnection Agreement.

**Distribution System** – The Transmission Owner’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

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

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

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

**Interconnection Customer** – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Transmission Owner’s Transmission System.

**Interconnection Facilities** – The Transmission Owner’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Transmission Owner’s Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

**Interconnection Request** – The Interconnection Customer’s request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Transmission Owner’s Transmission System.

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

**Network Upgrades** – Additions, modifications, and upgrades to the Transmission Owner’s Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Transmission Owner’s Transmission System to accommodate the interconnection of the Small Generating Facility with the Transmission Owner’s Transmission System. Network Upgrades do not include Distribution Upgrades.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Transmission Owner’s requirements, including those set forth in the Small Generator Interconnection Agreement.

**Party or Parties** as applicable– The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

**Point of Interconnection** – The point where the Interconnection Facilities connect with the Transmission Owner’s Transmission System.

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

**Small Generating Facility** – The Interconnection Customer’s device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

**Tariff** – The Transmission Provider’s Tariff through which open access transmission service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

**Transmission Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

**Transmission Provider** – The public utility (or its designated agent) that controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. .

**Transmission System** – The facilities controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service under the Tariff.

**Upgrades** – The required additions and modifications to the Transmission Provider’s Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

**Attachment 2**

**Description and Costs of the Small Generating Facility,**

**Interconnection Facilities, and Metering Equipment**

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment owned by the Interconnection Customer and the Transmission Owner has been identified per the one-line diagram in Attachment 3.

**Attachment 3**

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

**Attachment 4**

**Milestones**

**[Not Applicable]**

**Attachment 5**

**Additional Operating Requirements for the Transmission Owner’s Transmission System and Affected Systems Needed to Support**

**the Interconnection Customer’s Needs**

The Interconnection Customer agrees that the operation of the Small Generating Facility and the Interconnection Customer’s Interconnection Facilities must meet or exceed the standards of Good Utility Practice, which shall include, but not be limited to, NERC, NPCC, NYSRC and NYISO criteria, rules and standards, as they may be amended from time to time, including the rules, guidelines and criteria of any successor

organizations to the foregoing entities.

The Small Generating Facility and the Interconnection Customer’s Interconnection Facilities shall meet all requirements of Niagara Mohawk’s Electric System Bulletin No. 756; provided, however, that in the event of a conflict between the requirements, rules and regulations of the NYISO and the requirements of Electric System Bulletin No. 756, the requirements, rules and regulations of the NYISO shall govern. **Attachment 6**

**Transmission Owner’s Description of its Upgrades**

**And Best Estimate of Upgrade Costs**

**[Not Applicable]**