SERVICE AGREEMENT NO. 2729

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STANDARD SMALL GENERATOR

INTERCONNECTION AGREEMENT
 AMONG THE

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

SUNEAST VALLEY SOLAR LLC
 Dated as of October 3, 2022

(Valley Solar Project)

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This Standard Small Generator Interconnection Agreement (“Agreement” or “SGIA”) is made

and entered into this 3rd day of October, 2022, 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
SunEast Valley 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 and Capacity
 Resource Interconnection Service to Interconnection Customer at the Point of
 Interconnection.

1.3.2 This Agreement does not constitute an agreement to purchase or deliver the

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

1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement by and among 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 and
Attachment 6.

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

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agreement. The defined conditions shall be 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
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-five (25) 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 and as set forth in Section 2 of Attachment 4 of this Agreement. 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

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appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone 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:

SunEast Valley Solar LLC

c/o Cordelio Power

Attention: Clayton W. Robinson 605 - 65 Queen St. West
Toronto, ON M5H 2M5

Email: crobinson@cordeliopower.com

SunEast Valley Solar LLC

Attention: David Ross

Address: 34 W. Miner Street

City: West Chester State: PA Zip: 19382

Phone: (610) 742-5144

If to the Connecting Transmission Owner:

New York State Electric & Gas Corporation

Attention: Manager - Programs/Projects, Electric Transmission Services Address: 18 Link Drive, P.O. Box 5224

City: Binghamton State: NY Zip: 13902-5224

Phone: (607) 237-5533

If to the NYISO:

Before Commercial Operation of the Small Generating Facility

New York Independent System Operator, Inc.

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

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 Phone: (518) 356-6000

13.2 Billing and Payment

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

SunEast Valley Solar LLC

Attention: Accounts Payable

605 - 65 Queen Street West
Toronto, ON M5H 2M5

Phone: (647) 352-9533

Email: AP@cordeliopower.com

SunEast Valley Solar LLC

Attention: David Ross

Address: 34 W. Miner Street

City: West Chester State: PA Zip: 19382

Phone: (610) 742-5144

Connecting Transmission Owner:

New York State Electric & Gas Corporation

Attention: Manager, Billings & Risk Management Address: 18 Link Drive, P.O. Box 5224

City: Binghamton State: NY Zip: 13902-5224

Phone: (607) 237-5533 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:

If to the Interconnection Customer:

SunEast Valley Solar LLC

c/o Cordelio Power

Attention: Clayton W. Robinson 605 - 65 Queen St. West
Toronto, ON M5H 2M5

Email: crobinson@cordeliopower.com

SunEast Valley Solar LLC

Attention: David Ross

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Address: 34 W. Miner Street

City: West Chester State: PA Zip: 19382

Phone: (610) 742-5144

E-mail: dave.ross@suneastpower.com

If to the Connecting Transmission Owner:

New York State Electric & Gas Corporation

Attention: Manager - Programs/Projects, Electric Transmission Services Address: 18 Link Drive, P.O. Box 5224

City: Binghamton State: NY Zip: 13902-5224

Phone: (604) 237-5533 Fax: (607) 762-7067 Cell: (607) 761-6935

E-mail: nyisointerconnectionadmin@avangrid.com

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.

Interconnection Customer’s Operating Representative:

SunEast Valley Solar LLC

c/o Cordelio Power

Attention: Clayton W. Robinson 605 - 65 Queen St. West
Toronto, ON M5H 2M5

Email: crobinson@cordeliopower.com

SunEast Valley Solar LLC

Attention: David Ross

Address: 34 W. Miner Street

City: West Chester State: PA Zip: 19382

Phone: (610) 742-5144

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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 New York State Electric & Gas Corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For SunEast Valley Solar LLC

By:

Name: Paul Rapp\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: Chief Operating Officer\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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 a 20 MW photovoltaic facility (“Small Generating Facility”) in Owego, New York that will interconnect into the Connecting
Transmission Owner’s South Owego 115/34.5kV Substation (“South Owego Substation”). The Small Generating Facility will be located approximately 0.597 circuit miles from the South Owego Substation and will consist of:

• Photovoltaic arrays; and

• Twenty-seven (27) TMEIC PV-UPCS 630 VAC inverters rated at 840W.

Three (3) of the six (6) inverter chains contain five (5) TMEIC PV-UPCS units and are
rated at 4200 kW and the other chains contain four (4) units rated at 3360 kW. Each chain is
stepped up from 0.630 kV to 34.5 kV through a 0.630/34.5 kV transformer rated at 4.2 MVA or

3.36 MVA. The output of the six (6) transformers is aggregated into a medium voltage collection circuit connected to the 34.5 kV circuit breaker switchgear. The output of the switchgear is
connected to the Point of Change of Ownership (“PCO”) via a Gang Operated Air Break
(“GOAB”) switch.

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

Connecting Transmission Owner’s existing South Owego Substation in Tioga County, New

York. The PCO is at the cable riser terminals on the Connecting Transmission Owner’s side of the customer disconnect switch located outside of the South Owego Substation. The POI and PCO are detailed on Figure 1 in Attachment 3.

B. INTERCONNECTION CUSTOMER’S INTERCONNECTION FACILITIES

The Interconnection Customer’s Interconnection Facilities (“ICIF”) include all of the

facilities between the Interconnection Customer’s side of the PCO and the Small Generating

Facility. As depicted on the one-line diagram in Attachment 3, the ICIF consist of the following:

• Three (3) surge arresters, 24.4 kV maximum continuous operating voltage (“MCOV”);

• One (1) group operated load break switch, 34.5 kV, 600A; and

• One (1) 34.5 kV switchgear containing:

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o One (1) 600A, 25 KA circuit breaker;

o Two (2) disconnect switches, 600A;

o One (1) 19.9kV / 120V control power transformer;

o Three (3) single phase potential transformers (“PTs”) for relaying and check
 metering;

o Three (3) single phase current transformers (“CTs”) for relaying;

o Three (3) single phase CTs for check metering; and

o One (1) protective relay system.

C. CONNECTING TRANSMISSION OWNER’S INTERCONNECTION

FACILITIES

As depicted on the one-line diagram in Attachment 3, the Connecting Transmission Owner’s Interconnection Facilities (“CTOIF”) consist of the following major electrical equipment and facilities constructed or installed between the POI and PCO:

• One (1) three phase 34.5 kV circuit breaker with two bushing mounted CTs on each
 phase on each side of the breaker;

• Two (2) three phase 34.5 kV motor operated disconnect switches;

• Three (3) single phase CT / PT combination unit including 19.9 kV / 120V PTs and 19.9
 kV rated standalone CTs;

• One (1) single phase 19.9 kV / 66.4 V PT;

• Three (3) 27 kV arresters;

• One (1) revenue meter;

• One (1) 34.5 kV bay structure;

• One (1) line protection cabinet, including new line protective relay for protection of the
 line to the Small Generating Facility and controls for the new 34.5kV circuit breaker;

• Two (2) SEL‐487B bus differential relays with differential protection normally enabled
 and phase and ground overcurrent protection in the event the primary line relay fails;

• 34.5 kV bus work;

• 34.5 kV underground cable and manhole to facilitate interconnection to South Owego

Substation; and

• Control cabling, conduit, and grounding.

D. SCOPE OF WORK AND RESPONSIBILITIES

1. Interconnection Customer’s Scope of Work and Responsibilities

The CTOIF will be designed, procured, and constructed by the Interconnection

Customer. The CTOIF at the South Owego Substation will be designed, constructed, and

commissioned in accordance with the applicable Connecting Transmission Owner’s technical requirements and standards, Bulletin 86-01, to the extent not inconsistent with the terms of this Agreement or the ISO OATT, such requirements and standards to be provided by Connecting Transmission Owner.

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

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The CTOIF at Connecting Transmission Owner’s South Owego Substation will be

owned, operated, and maintained by the Connecting Transmission Owner. The Connecting

Transmission Owner will provide Owner’s Engineer (“OE”) services to review the engineering, design, construction, testing and commissioning provided by the Interconnection Customer. The Connecting Transmission Owner will provide field construction management to oversee, but not direct, the construction work and testing and commissioning during the construction of the
CTOIF at the South Owego Substation.

E. ESTIMATED COSTS OF INTERCONNECTION FACILITIES

Description Estimated Costs

Connecting Transmission Owner’s $1,378,458

Interconnection Facilities (within a

margin of +30% to -15%)

Total $1,378,458

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 associated with the operation, maintenance, repair and replacement of the Connecting Transmission Owner’s Interconnection Facilities (“O&M Expenses”).

1. 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 $1,378,458. 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 based on
Connecting Transmission Owner’s service tariff in an amount equal to 1/12 of the product of

4.856% and the total cost of such Connecting Transmission Owner’s Interconnection Facilities as listed at Appendix A of this Attachment.

Estimated Monthly O&M calculation = 1/12 x 4.856% x $1,378,458.00 Estimated Monthly O&M payment = $5,578.16

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.

2. O&M Expenses

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

• Operation & Maintenance;

• Equipment Replacement;

• Administrative & General; and

• Applicable Property and Other Taxes.

3. 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 to Connecting Transmission Owner of the option selected, Interconnection Customer will be deemed to have chosen: Option 1 (Fixed On-Going Charge Monthly Payment).

4. 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 Interconnection 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

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Attachment 4

Milestones

1. Milestones

In-Service Date: August 2024

Critical milestones and responsibility as agreed to by the Parties:

MILESTONE

1. Execution of interconnection agreement

2. Security for Connecting Transmission

Owner’s Interconnection Facilities and System Upgrade Facilities

3. Engineering firm selected

4. Issue written authorization to proceed

with engineering

5. Conceptual package according to

engineering deliverables TM2.71.18 and equipment specification issued for

review (“IFR”), issued for approval
(“IFA”), and issued for use (“IFU”)

6. Issue purchase orders for long-lead

items

7. Detail engineering package according to

engineering deliverables TM2.71.18
IRF, IFA, and issued for construction
(“IFC”)

8. Issue written authorization to proceed

with construction

9. SP3-7 according to engineering

deliverables TM2.71.18 IFR, IFA, IFC\*

RAM Finalized
Earliest Outage

DATE RESPONSIBLE

PARTY

Sept 2022 Interconnection

Customer/Connecting
Transmission Owner

Per Section 2 of Interconnection

this Attachment 4 Customer

Completed Interconnection

Customer

Sept 2022 Interconnection

Customer

Dec - Mar 2023 Interconnection

Customer/Connecting
Transmission Owner

Jan 2023 - Apr Interconnection

2023 Customer

Apr 2022 - Aug Interconnection

2023 Customer/Connecting

Transmission Owner

Sept 2023 Interconnection

Customer

Sept - Nov 2023 Interconnection

Customer/Connecting
Transmission Owner

Dec 2023
Jan - Feb 2024

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MILESTONE

10. Construction start date

11. Testing/commissioning

12. In-Service Date

13. Initial Synchronization Date

14. Commercial Operations Date

15. Close out/turnover

DATE RESPONSIBLE

PARTY

Oct 2023 Interconnection

Customer

Jul 2024 Interconnection

Customer/Connecting
Transmission Owner

Aug 2024 Interconnection

Customer/Connecting
Transmission Owner

Sep 2024 Interconnection

Customer/Connecting
Transmission Owner

Nov 2024 Interconnection

Customer

Dec 2024 Interconnection

Customer

1. \* It should be noted any construction requiring an outage requires full IFC design (which follows

SP&C3-7). With that IFC, outage dates may be requested with 6 month minimum advanced notice. This does not mean such outage will be granted in 6 months as the grid has numerous demands that must be coordinated, including with other utilities.

2. Any T&C required from #1 above would obviously follow.

2. Security Arrangements

Pursuant to Article 6.3 of this Agreement, the Interconnection Customer shall provide
Security in the form of a letter of credit to Connecting Transmission Owner in the amount of
$1,200,000.00. As agreed upon by the Connecting Transmission Owner and Interconnection
Customer pursuant to Article 6.1.1 of this Agreement, the Interconnecting Customer will also
post $200,000.00 in cash as prepayment towards the Connecting Transmission Owner’s
oversight of the Interconnection Customer’s work concerning the Connecting Transmission
Owner’s Interconnection Facilities described in Attachment 2 of this Agreement and the Stand
Alone System Upgrade Facilities described in Attachment 6 of this Agreement. The Connecting
Transmission Owner will draw down on this cash amount as costs accrue. When the cash
amount nears a $50,000.00 balance, the Connecting Transmission Owner will invoice the
Interconnection Customer to replenish the amount to $200,000.00 or for the remaining cost
estimate for the oversight work if less than $200,000.00. This process will continue until the
project is complete and actual costs are reconciled against the cash prepayments in accordance
with Article 6.1.2 of this Agreement. The Connecting Transmission Owner’s receipt of each
prepayment amount from the Interconnection Customer shall reduce the Interconnection
Customer’s obligation with respect to maintaining the letter of credit and reduce the Connecting
Transmission Owner’s recourse to the letter of credit, on a dollar-for-dollar basis in accordance
with Article 6.3 of the Agreement. The Interconnection Customer may, at its request, reissue to

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the Connecting Transmission Owner the letter of credit to reflect such reduced amount following Connecting Transmission Owner’s receipt of each prepayment amount from the Interconnection Customer, in a form and substance reasonably satisfactory to the Connecting Transmission
Owner for the remaining Security amount.

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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

None.

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

The System Upgrade Facilities (“SUF”) shall consist of the following:

• Relocation of the existing station zigzag grounding transformer (Grounding Bank #3) at
 the South Owego Substation to accommodate a new 34.5 kV bay in the existing 34.5 kV
 lineup.

The SUF work shall include the following upgrades to major electrical equipment and facilities:

• Relocation of existing Grounding Bank #3 and new foundation; and

• Control cabling, conduit, and grounding for relocated Grounding Bank #3.

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D. SCOPE OF WORK AND RESPONSIBILITIES

1. Interconnection Customer’s Scope of Work and Responsibilities

The Interconnection Customer will design, engineer, and procure materials and perform the work to complete the SUF in accordance with the Connecting
Transmission Owner’s technical requirements and standards, Bulletin 86-01, to the extent not inconsistent with the terms of this Agreement or the ISO OATT. Interconnection Customer shall evaluate SUF site conditions. Connecting
Transmission Owner shall provide all applicable technical requirements and procedures to Interconnection Customer.

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

The Connecting Transmission Owner will review the design provided by the

Interconnection Customer and witness the installation and testing of the SUF.

E. COST ESTIMATES RELATED TO DISTRIBUTION UPGRADES AND SYSTEM

UPGRADE FACILITIES

Description Estimated Costs

System Upgrade Facilities $392,646

Total $392,646

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Attachment 7

Insurance Coverage

Interconnection Customer 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.

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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

18 Link Drive

P.O. Box 5224

Binghamton, NY 13902-5224 Phone: (607) 237-5533
Fax: (607) 762-8666

Re: Valley Solar Project 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

18 Link Drive

P.O. Box 5224

Binghamton, NY 13902-5224 Phone: (607) 237-5533
Fax: (607) 762-8666

Re: Valley Solar Project 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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