

Attachment II

SERVICE AGREEMENT NO. 2833

~~Appendix 7—STANDARD SMALL GENERATOR INTERCONNECTION
AGREEMENT (SGIA) (Applicable to Generating Facilities No Larger
Than 20 MW)~~

SERVICE AGREEMENT NO. 2833

STANDARD SMALL GENERATOR

INTERCONNECTION AGREEMENT

AMONG THE

NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.,

ORANGE AND ROCKLAND UTILITIES, INC.,

AND

LITTLE POND SOLAR, LLC

Dated as of January 31, 2024

(Little Pond Solar Project)

TABLE OF CONTENTS

Article 1	Scope and Limitations of Agreement	2
1.1	Applicability	2
1.2	Purpose.....	2
1.3	Scope of Interconnection Service	2
1.4	Limitations	2
1.5	Responsibilities of the Parties.....	2
1.6	Parallel Operation Obligations.....	4
1.7	Metering.....	4
1.8	Reactive Power and Primary Frequency Response	4
1.9	Capitalized Terms	<u>58</u>
Article 2	Inspection, Testing, Authorization, and Right of Access	<u>69</u>
2.1	Equipment Testing and Inspection.....	<u>69</u>
2.2	Authorization Required Prior to Parallel Operation	<u>69</u>
2.3	Right of Access.....	<u>710</u>
Article 3	Effective Date, Term, Termination, and Disconnection	<u>811</u>
3.1	Effective Date	<u>811</u>
3.2	Term of Agreement.....	<u>811</u>
3.3	Termination.....	<u>811</u>
3.4	Temporary Disconnection.....	<u>912</u>
Article 4	Cost Responsibility for Interconnection Facilities and Distribution Upgrades	<u>1114</u>
4.1	Interconnection Facilities.....	<u>1114</u>
4.2	Distribution Upgrades.....	<u>1114</u>
Article 5	Cost Responsibility for System Upgrade Facilities and System Deliverability Upgrades.....	<u>1215</u>
5.1	Applicability	<u>1215</u>
5.2	System Upgrades	<u>1215</u>
5.3	Special Provisions for Affected Systems	<u>1215</u>
Article 6	Billing, Payment, Milestones, and Financial Security	<u>1316</u>
6.1	Billing and Payment Procedures and Final Accounting	<u>1316</u>
6.2	Milestones	<u>1316</u>
6.3	Financial Security Arrangements.....	<u>1417</u>
Article 7	Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default.....	<u>1518</u>
7.1	Assignment	<u>1518</u>
7.2	Limitation of Liability.....	<u>1518</u>
7.3	Indemnity	<u>1518</u>
7.4	Consequential Damages.....	<u>1619</u>
7.5	Force Majeure	<u>1720</u>

SERVICE AGREEMENT NO. 2833

7.6	Breach and Default	<u>1720</u>
Article 8	Insurance	<u>1922</u>
Article 9	Confidentiality.....	<u>2023</u>
Article 10	Disputes.....	<u>2225</u>
Article 11	Taxes.....	<u>2326</u>
Article 12	Miscellaneous.....	<u>2427</u>
12.1	Governing Law, Regulatory Authority, and Rules	<u>2427</u>
12.2	Amendment.....	<u>2427</u>
12.3	No Third-Party Beneficiaries	<u>2427</u>
12.4	Waiver.....	<u>2427</u>
12.5	Entire Agreement	<u>2427</u>
12.6	Multiple Counterparts	<u>2528</u>
12.7	No Partnership	<u>2528</u>
12.8	Severability	<u>2528</u>
12.9	Security Arrangements.....	<u>2528</u>
12.10	Environmental Releases.....	<u>2528</u>
12.11	Subcontractors.....	<u>2528</u>
12.12	Reservation of Rights.....	<u>2629</u>
Article 13	Notices	<u>2730</u>
13.1	General.....	<u>2730</u>
13.2	Billing and Payment.....	<u>2730</u>
13.3	Alternative Forms of Notice	<u>2831</u>
13.4	Designated Operating Representative.....	<u>2832</u>
13.5	Changes to the Notice Information.....	<u>2932</u>
Article 14	Signatures	<u>3033</u>
Attachment 1 Glossary of Terms		
Attachment 2 Detailed Scope of Work, Including Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment		
Attachment 3 One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades		
Attachment 4 Milestones		
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		
Attachment 6 Connecting Transmission Owner’s Description of its Upgrades and Best Estimate of Upgrade Costs		
Attachment 7 Insurance Coverage		

SERVICE AGREEMENT NO. 2833

Attachment 8 Initial Synchronization Date

Attachment 9 Commercial Operation Date

Attachment 10 Terms and Conditions of Orange & Rockland, Inc. Construction Projects

SERVICE AGREEMENT NO. 2833

This Standard Small Generator Interconnection Agreement (“Agreement” or “SGIA”) is made and entered into this ~~_____~~ 31st day of ~~_____~~, ~~20~~ January, 2024, 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 ~~_____~~ a ~~_____~~ Orange and Rockland Utilities, Inc., a transportation corporation organized and existing under the laws of the State of New York (“Connecting Transmission Owner”), and ~~_____~~, a ~~_____~~ Little Pond 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:

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.

SERVICE AGREEMENT NO. 2833

- 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.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Connecting Transmission Owner or Affected Systems.
- 1.5.5 The Connecting Transmission Owner and Interconnection Customer shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each of those Parties shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Connecting Transmission Owner and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Connecting Transmission Owner's electric system, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6 The NYISO shall coordinate with all Affected Systems to support the interconnection. The Connecting Transmission Owner shall cooperate with the NYISO in these efforts.
- 1.5.7 The Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of its Small Generating Facility. The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Connecting Transmission Owner and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to section 2.1 of this agreement. The defined conditions shall be in accordance with Good Utility 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.

1.8 Reactive Power and Primary Frequency Response

1.8.1 Power Factor Design Criteria

SERVICE AGREEMENT NO. 2833

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

SERVICE AGREEMENT NO. 2833

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 I 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.

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.

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.

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 ten years from the Effective Date ~~or such other longer period as the Interconnection Customer may request~~ and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with 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 non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.
- 3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination. The Interconnection Customer shall pay all amounts in excess of any deposit or 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 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

SERVICE AGREEMENT NO. 2833

necessary for routine maintenance, construction, and repairs on the New York State 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.

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.

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.

Article 6 Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

- 6.1.1 The Connecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by those Parties. The Interconnection Customer shall pay all invoice amounts within 30 calendar days after receipt of the invoice.
- 6.1.2 Within three months of completing the construction and installation of the Connecting Transmission Owner's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Connecting Transmission Owner shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Connecting Transmission Owner for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Connecting Transmission Owner shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Connecting Transmission Owner within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Connecting Transmission Owner shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.
- 6.1.3 If the Interconnection Customer disputes an amount to be paid, the Interconnection Customer shall pay the disputed amount to the Connecting Transmission Owner or into an interest bearing escrow account, pending resolution of the dispute in accordance with Article 10 of this Agreement. To the extent the dispute is resolved in the Interconnection Customer's favor, that portion of the disputed amount will be credited or returned to the Interconnection Customer with interest at rates applicable to refunds under the Commission's regulations. To the extent the dispute is resolved in the Connecting Transmission Owner's favor, that portion of any escrowed funds and interest will be released to the Connecting Transmission Owner.

6.2 Milestones

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

SERVICE AGREEMENT NO. 2833

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.

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.

SERVICE AGREEMENT NO. 2833

- 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.

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

SERVICE AGREEMENT NO. 2833

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.

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.

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 § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. 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

SERVICE AGREEMENT NO. 2833

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

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>.
- 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.

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.

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, [except as noted in Attachment 5.](#)

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,

SERVICE AGREEMENT NO. 2833

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.

SERVICE AGREEMENT NO. 2833

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:

Interconnection Customer: **Little Pond Solar, LLC**
Attention: **Asset Management Department**
Address: **3402 Pico Blvd.**
City: **Santa Monica** State: **CA** Zip: **90405**
Phone: **310-581-6299**

If to the Connecting Transmission Owner:

Connecting Transmission Owner: **Orange and Rockland Utilities, Inc.**
Attention: **Vice President, Operations**
Address: **390 West Route 59**
City: **Spring Valley** State: **NY** Zip: **10977**
Phone: **(845) 577-3161**

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
Phone: (518) 356-6000

13.2 Billing and Payment

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

Interconnection Customer: **Little Pond Solar, LLC**

SERVICE AGREEMENT NO. 2833

Attention: Cypress Creek Renewables, LLC

Address: 3402 Pico Blvd.

City: Santa Monica State: CA Zip: 90405

~~City:-~~ ~~State:-~~ ~~Zip:-~~

Connecting Transmission Owner: Orange and Rockland Utilities, Inc.

Attention: Vice President, Operations

Address: 390 West Route 59

City: Spring Valley State: NY Zip: 10977

~~City:-~~ ~~State:-~~ ~~Zip:-~~

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:

Interconnection Customer: Little Pond Solar, LLC

Attention: Asset Management Department

Address: 3402 Pico Blvd.

City: Santa Monica State: CA Zip: 90405

Phone: 310-581-6299

E-mail: assetmanagement@ccrenew.com

If to the Connecting Transmission Owner:

Connecting Transmission ~~Owner:~~ Orange and Rockland Utilities, Inc.

Attention: Vice President, Operations

Address: 390 West Route 59

City: Spring Valley State: NY Zip: 10977

Phone: (845) 577-3161

E-mail: choew@oru.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

SERVICE AGREEMENT NO. 2833

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:

Interconnection Customer: [Little Pond Solar, LLC](#)
Attention: [Asset Management Department](#)

Address: [3402 Pico Blvd.](#)
City: [Santa Monica](#) State: [CA](#) Zip: [90405](#)
Phone: [310-581-6299](#)
E-mail: assetmanagement@ccrenew.com

Connecting Transmission Owner's Operating Representative:

Connecting Transmission Owner: [Orange and Rockland Utilities, Inc.](#)
Attention: [Vice President, Operations](#)
Address: [390 West Route 59](#)
City: [Spring Valley](#) State: [NY](#) Zip: [10977](#)
Phone: [\(845\) 577-3161](#)
E-mail: choew@oru.com

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.

SERVICE AGREEMENT NO. 2833

Article 14 Signatures

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

For the New York Independent System Operator, Inc.

By: _____

Name: _____

Title: _____

Date: _____

~~For the Connecting Transmission Owner~~
For Orange and Rockland Utilities, Inc.

By: _____

Name: ~~_____~~ **Won Choe**

Title: ~~_____~~ **Vice President**

Date: _____

~~For the Interconnection Customer~~
For Little Pond Solar, LLC

By: Citrine Solar LLC, its sole member

By: _____

Name: ~~_____~~ **Matthew Murphy**

Title: ~~_____~~ **Chief Operations Officer**

Date: _____

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;

SERVICE AGREEMENT NO. 2833

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

SERVICE AGREEMENT NO. 2833

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 [98](#).

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.

SERVICE AGREEMENT NO. 2833

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.

SERVICE AGREEMENT NO. 2833

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.

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 Sparrow Bush, New York. The Small Generating Facility will consist of a collector system comprising:

- Seven (7) photovoltaic (“PV”) arrays;
- Seven (7) Power Electronics FS3190MU inverters, each with integrated 34.5 kV step-up transformers; and
- Seven (7) MV switchgear with MV breaker and electronic trip.

The Point of Interconnection (“POI”) for the Small Generating Facility is at the generator tie line’s termination at the 69 kV insulators on the termination structure of the new three (3) breaker line tap station (“Little Pond Station”).

The Point of Change of Ownership (“PCO”) is the generator tie line’s termination at the 69 kV insulators on the new Little Pond Station’s termination structure. The POI and PCO are detailed on Figure 1 in Attachment 3.

B. INTERCONNECTION CUSTOMER’S INTERCONNECTION FACILITIES

As depicted on the one line diagram in Attachment 3, the Interconnection Customer’s Interconnection Facilities (“ICIF”) include all of the facilities between the Interconnection Customer’s side of the PCO and the Small Generating Facility. The ICIF consist of a collector station (the “Little Pond Solar Collector Substation”) and the generator lead line. Each of the Power Electronics FS3190MU inverters contains an integrated transformer that steps up power to 34.5 kV. At the Little Pond Solar Collector Substation, the power will be stepped up again to 69 kV for interconnection to the Little Pond Station via an overhead 69 kV transmission line. The Small Generating Facility will be located southwest of the Little Pond Station.

The ICIF consist of the following:

- Little Pond Solar Collector Substation

SERVICE AGREEMENT NO. 2833

- o One (1) 69 kV, 2000 A, 40 kA circuit breaker;
- o Three (3) single phase, 72 kV voltage transformers;
- o One (1) 69 kV, three phase, 1200 A line disconnect switch;
- o Three (3) 72 kV surge arresters;
- o Six (6) 27 kV surge arresters;
- o One (1) generator step-up (“GSU”) transformer, 34.5/19.9kV – 69 kV, 15/20/25 MVA grounded Y – delta – grounded Y;
- o One (1) 38 kV, three phase, 1200 A disconnect switch;
- o Two (2) 38 kV, 1200 A, 31.5 kA circuit breakers;
- o Four (4) 38 kV, three phase, 600A disconnect switches; and
- o One (1) 3 MVAR cap bank with cap switcher.

o Generator Lead Line

- o The generator lead line is a new 0.1 mile 69 kV overhead line from the Little Pond Solar Collector Substation to the Little Pond Station. This line is included as part of the ICIF all the way up to the PCO inside the Little Pond Station. This line will be part of the new tap station bus differential protection wrapping to the Interconnection Customer high voltage circuit breaker. Current transformers (“CTs”) and other protection and controls will be routed between stations.

C. CONNECTING TRANSMISSION OWNER’S INTERCONNECTION FACILITIES

As the PCO and the POI are co-located, there are no Connecting Transmission Owner’s Interconnection Facilities for this interconnection, and the Interconnection Customer and Connecting Transmission Owner have agreed that there will be no charges for operation and maintenance of Connecting Transmission Owner’s Interconnection Facilities under this Agreement.

D. SCOPE OF WORK AND RESPONSIBILITIES

The Interconnection Customer shall be responsible for the construction of the Interconnection Customer’s Interconnection Facilities.

E. ESTIMATED COSTS OF CONNECTING TRANSMISSION OWNER’S INTERCONNECTION FACILITIES

None.

F. O&M EXPENSES FOR CONNECTING TRANSMISSION OWNER’S INTERCONNECTION FACILITIES

None.

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

The following milestones shall apply to the engineering, procurement, and construction activities related to the interconnection of the Small Generating Facility. With the exception of the In-Service Dates and Commercial Operation Date, the timeframes projected for the milestones are non-binding estimates. The In-Service Dates and Commercial Operation Date can only be extended in accordance with the requirements set forth in the NYISO OATT. The actual dates for completion of the milestones are highly dependent upon system reliability, lead times for the procurement of equipment and material, release of engineering packages by the Interconnection Customer and approval of the “issued for construction” packages by Connecting Transmission Owner, the availability of labor, approved outage scheduling, receipt of regulatory approvals, and the results of equipment testing. The below proposed dates with the Connecting Transmission Owner as the responsible party are achievable provided that (i) this Agreement is signed by all parties in January 2024 and (ii) the Interconnection Customer confirms that the means of communication between the protective devices at the Little Pond Station and the remote ends, Shoemaker Station, Mongaup Station, and Cuddebackville Station, shall be established before construction of the Other SUEs concludes.

In-Service Date: January 2025

Critical milestones and responsibility as agreed to by the Parties:

	<u>MILESTONE</u>	<u>DATE</u>	<u>RESPONSIBLE PARTY</u>
<u>1.</u>	<u>Engineering start (SUF)</u>	<u>Completed</u>	<u>Interconnection Customer</u>
<u>2.</u>	<u>Procurement start (SUE)</u>	<u>Completed</u>	<u>Interconnection Customer</u>
<u>3.</u>	<u>Engineering start (Other SUF)</u>	<u>March 2024</u>	<u>Connecting Transmission Owner</u>
<u>4.</u>	<u>Procurement start (Other SUF)</u>	<u>April 2024</u>	<u>Connecting Transmission Owner</u>
<u>5.</u>	<u>Construction start (SUF)</u>	<u>August 2024</u>	<u>Interconnection Customer</u>
<u>6.</u>	<u>Engineering end (SUF)</u>	<u>August 2024</u>	<u>Interconnection Customer</u>
<u>7.</u>	<u>Construction start (Other SUF)</u>	<u>October 2024</u>	<u>Connecting Transmission Owner</u>
<u>8.</u>	<u>Procurement end (Other SUF)</u>	<u>November 2024</u>	<u>Connecting Transmission Owner</u>

SERVICE AGREEMENT NO. 2833

<u>9.</u>	<u>Engineering end (Other SUF)</u>	<u>December 2024</u>	<u>Connecting Transmission Owner</u>
<u>10.</u>	<u>Procurement end (SUF)</u>	<u>December 2024</u>	<u>Interconnection Customer</u>
<u>11.</u>	<u>Construction end (SUF)</u>	<u>January 2025</u>	<u>Interconnection Customer</u>
<u>12.</u>	<u>Construction end (Other SUF)</u>	<u>January 2025</u>	<u>Connecting Transmission Owner</u>
<u>13.</u>	<u>Complete walk down and punchlist</u>	<u>January 2025</u>	<u>Connecting Transmission Owner</u>
<u>14.</u>	<u>Utility acceptance of SUFs</u>	<u>January 2025</u>	<u>Connecting Transmission Owner</u>
<u>15.</u>	<u>Initial Synchronization Date</u>	<u>January 2025</u>	<u>Interconnection Customer</u>
<u>16.</u>	<u>SUFs complete</u>	<u>January 2025</u>	<u>Interconnection Customer</u>
<u>17.</u>	<u>Other SUFs complete</u>	<u>January 2025</u>	<u>Connecting Transmission Owner</u>
<u>18.</u>	<u>In-Service Date</u>	<u>January 2025</u>	<u>Interconnection Customer</u>
<u>19.</u>	<u>Transfer Little Pond Station title</u>	<u>January 2025</u>	<u>Interconnection Customer</u>
<u>20.</u>	<u>Commercial Operation Date</u>	<u>January 2025</u>	<u>Interconnection Customer</u>

Milestone/Date

Responsible Party

(1)

(2)

(3)

(4)

2. Security to be Posted

At least twenty (20) Business Days prior to Interconnection Customer’s issuance of written authorization to proceed with engineering and procurement contemplated by Milestone 3 in the table contained in Section 1 of this Attachment 4, Interconnection Customer shall provide to Connecting Transmission Owner security in the form of a letter of credit in accordance with Section 6.3 of this Agreement and a signed security agreement, by and between the Interconnection Customer and the Connecting Transmission Owner, in a form that is acceptable to the Connecting Transmission Owner in its sole discretion to the extent not inconsistent with this Agreement or the NYISO OATT, securing the performance of the Interconnection Customer’s obligations under this Agreement with respect to the Other System Upgrade Facilities at remote ends Shoemaker Station, Mongaup Station, and Cuddebackville Station, in the amount of \$1,018,060 for the estimated cost of such Other System Upgrade Facilities described in Attachment 6 of this Agreement.

SERVICE AGREEMENT NO. 2833

- (5)
- (6)
- (7)
- (8)
- (9)
- (10)

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

1. Additional Operating Requirements

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 comply with relevant provisions of the Connecting Transmission Owner's Electric System Bulletin (O&R – ENGR – 006: Facility Connection Requirements for New Generation, Merchant Transmission And End-User Facilities (Revision 1 – December 1, 2015), including appendices, as amended from time to time, Switching Operating Instruction Manuals, and Transmission Operations Manual (Manual 02), to the extent not inconsistent with the terms of this Agreement or applicable NYISO tariffs and procedures, as amended from time to time.

The Interconnection Customer shall provide real-time verbal notifications to the Connecting Transmission Owner's O&R Energy Control Center prior to connecting or disconnecting any of its inverters.

2. Additional Agreements

The security agreement described in Attachment 4 and all of the agreements described in this Attachment are referred to collectively as the "Additional Agreements". It is the belief and intention of the Interconnection Customer and the Connecting Transmission Owner that nothing in the Additional Agreements conflicts in any material way with this Agreement. If the Connecting Transmission Owner or Interconnection Customer becomes aware of a conflict, such party shall notify the other party promptly so that the Connecting Transmission Owner and Interconnection Customer can mutually agree upon an amendment, if needed, of such Additional Agreement. The NYISO is not a party to, has no responsibility under, and shall have no liability in connection with the Additional Agreements. All Additional Agreements must be in form and substance acceptable to the Connecting Transmission Owner in its sole discretion.

- a. Transfer of Title to Equipment: Upon completion of construction and testing of (i) the Little Pond Station, (ii) the SASUF's described in Section B of Attachment 6, and (iii) the SUFs described in Section C(i) of Attachment 6 (the equipment described in the foregoing subsections (i), (ii) and (iii) are collectively, the "CTO Equipment") by the Interconnection Customer and acceptance of the CTO Equipment by the Connecting Transmission Owner, Interconnection Customer will transfer title to the CTO Equipment (not**

including any underlying real estate) to the Connecting Transmission Owner, free and clear of any liens and encumbrances, except those mutually agreed to by the Interconnection Customer and the Connecting Transmission Owner pursuant to an Additional Agreement.

- b. Conveyance of Easement for the Little Pond Station: Upon completion of construction and testing of the CTO Equipment by the Interconnection Customer and acceptance of the CTO Equipment by the Connecting Transmission Owner, Interconnection Customer shall cause the applicable fee owner to grant the Connecting Transmission Owner a perpetual and exclusive easement (the "Little Pond Station Easement"), at the sole cost and expense of Interconnection Customer, that is acceptable to the Connecting Transmission Owner, that will give the Connecting Transmission Owner rights to access, locate, operate, maintain, inspect, repair, alter, upgrade, install, construct, and replace the CTO Equipment and electric transmission and distributing lines, cables and wires, telecommunications lines, cables and wires, conduit, gas mains, transformers, switches, and all other related facilities, equipment, and appurtenances thereto within the designated area described on Attachment 5-1 (the "Little Pond Station Parcel"), provided that the Little Pond Station Parcel is acceptable to the Connecting Transmission Owner in the sole discretion of the Connecting Transmission Owner, including, without limitation, that the Little Pond Station Parcel is free and clear of any liens and encumbrances, except those mutually agreed to by the Interconnection Customer and Connecting Transmission Owner. The Little Pond Station Easement shall include, without limitation, (i) the perpetual right of ingress and egress in, upon, along, over, through and across adjoining property for the Connecting Transmission Owner to have free and complete access to the Little Pond Station and such other related facilities at all times from a public road; (ii) that not more than twelve (12) months after the Commercial Operation Date of the Small Generating Facility, such access shall be provided on a road paved in accordance with the Connecting Transmission Owner specifications at the sole cost and expense of Interconnection Customer; (iii) that until such paving of such access road, the Connecting Transmission Owner shall have no liability to the Interconnection Customer for damage to any roads used for access resulting from reasonable snow removal operations; and (iv) that the applicable fee owner shall continue to be responsible for the payment of real estate taxes attributable to the Little Pond Station Parcel. The Little Pond Station Easement shall be executed simultaneously with the transfer of the CTO Equipment to the Connecting Transmission Owner. Any due diligence performed by the Connecting Transmission Owner with respect to the Little Pond Station Parcel shall be at the sole cost and expense of the Interconnection Customer. In the event that the applicable fee owner does not execute the Little Pond Station Easement as contemplated in this subsection (b) for any reason, (A) such failure shall constitute a Breach of this Agreement that is subject to the Breach and Default requirements in Article 7.6 of this Agreement, and (B) the Interconnection Customer shall

reimburse the Connecting Transmission Owner for all costs and expenses incurred in connection with inspections and due diligence relating to the CTO Equipment and Little Pond Station Parcel.

- c. Conveyance of Easement on Adjoining Land. Prior to and as a condition of the Connecting Transmission Owner's acceptance of the CTO Equipment, and execution of the Little Pond Station Easement, the Interconnection Customer shall cause (i) the conveyance of an easement by the third party owner of the land adjoining the Little Pond Station Parcel (owned in fee by The Hartwood Club, Inc. as of the date of this Agreement) (the "Hartwood Land") to the Connecting Transmission Owner that permits access, location, operation, maintenance, inspection, repair, alteration, upgrading, installation, construction and replacement of electric transmission and distributing lines, cables and wires, telecommunications lines, cables and wires, conduit, gas mains, transformers, switches, and all other related facilities, equipment and appurtenances thereto (collectively, the "Connection Facilities") within an area approved by the Connecting Transmission Owner, and (ii) the issuance of a no-objection letter (the "No-Objection Letter") relating to the Connection Facilities addressed to the Connecting Transmission Owner from the owner of the pipeline under the Hartwood Land (the "Pipeline Owner"), which shall be an Additional Agreement. Upon completion of construction of the Connection Facilities, as may be requested by the Connecting Transmission Owner, any access road and related facilities installed on the Hartwood Land in connection with the installation of the Connection Facilities shall be left in place. Interconnection Customer shall comply with the requirements set forth in the No-Objection Letter prior to the transfer of the CTO Equipment to the Connecting Transmission Owner. Any compliance required to satisfy the Pipeline Owner's requirements within the eighteen (18) month period following the transfer of the CTO Equipment to the Connecting Transmission Owner relating to (A) unacceptable levels of AC or DC stray current and (B) working with the Pipeline Owner to perform cooperative interference testing of the corrosion protection systems and the mitigation of any interference, shall be in either case performed by the Interconnection Customer at the sole cost and expense of the Interconnection Customer.
- d. Liability for Little Pond Station Parcel and Adjoining Land. Among other things, the Interconnection Customer assumes liability for and shall at all times indemnify, defend, and save harmless, as applicable, the Connecting Transmission Owner, to the extent not in conflict with Article 7.3 of this Agreement, from, any and all damages, losses, claims, demands, suits, recoveries, costs and expenses, court costs, attorney fees, liabilities and all obligations by or to third parties (including without limitation any Governmental Authority), arising out of or resulting from any (i) actual or alleged violation of any Environmental Law, or (ii) release, threatened release or presence of any Hazardous Substances, in each case of (i) and (ii), existing on, under, or in connection with the Little Pond Station Parcel and

the Little Pond Station and the Hartwood Land on or before the date on which the CTO Equipment is accepted by and transferred to the Connecting Transmission Owner.

The Interconnection Customer shall comply with the Terms attached hereto as Attachment 10, to the extent not inconsistent with the terms of this Agreement or applicable NYISO tariffs and procedures, as amended from time to time, in connection with the installation of the CTO Equipment within the Connecting Transmission Owner's existing right of way located on the Hartwood Land.

- e. Construction of Permanent Air Bridge if Required. Interconnection Customer shall have the Pipeline Owner or operator of the TCE pipeline confirm in writing the conditions upon which such Pipeline Owner or operator would require the construction of an air bridge over such pipeline. If any of the vehicles or equipment that the Connecting Transmission Owner plans to use to travel over such pipeline as disclosed in writing to Interconnection Customer, which vehicles shall not exceed 60,000 pounds in total vehicle weight, would require the construction of an air bridge, Interconnection Customer shall construct and convey to Connecting Transmission Owner a permanent air bridge across the right of way of the TCE pipeline lien free that satisfies the Pipeline Owner or operator requirements simultaneously with the conveyance of the Little Pond Easement to the Connecting Transmission Owner.

Attachment 5-1

Little Pond Station Parcel

[CONTAINS CEII – THIS PAGE REMOVED FROM PUBLIC VERSION]

Attachment 6

Connecting Transmission Owner's Description of its Upgrades and Best Estimate of Upgrade Costs

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

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

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

A. DISTRIBUTION UPGRADES

None.

B. SYSTEM UPGRADE FACILITIES ("SUF") – STAND ALONE SUFs

The Small Generating Facility will interconnect to Connecting Transmission Owner's transmission facilities that are part of the New York State Transmission System via the new three (3) breaker line tap Little Pond Station.

As depicted on the one line-diagram in Attachment 3, the PCO and the POI are co-located at the generator tie line termination at the 69 kV insulators on the Little Pond Station's termination structure.

The Stand Alone System Upgrade Facilities ("SASUF") shall consist of the following:

- relays as follows:
 - SEL-411 for primary current differential, backup distance, overcurrent and breaker failure ("BF") protection, with associated direct transfer trip ("DTT") and BF lockout relays;

SERVICE AGREEMENT NO. 2833

- GE D60 for back up line distance, overcurrent protection and breaker failure protection, with associated DTT and BF lockout relay;
- SEL-487B for primary bus differential protection, with associated bus lockout relay; and
- GE B30 for back up bus differential protection, with associated bus lockout relay.
- Conduit and cable system;
- Power, protection, control and communication cables;
- Three (3) 69 kV, 2000 A, sulfur hexafluoride (“SF₆”), three-phase dead tank circuit breakers, with 2000:5 multi-ratio (“MR”) bushing current transformers (“CTs”);
- Three (3) 69 kV, 2000 A, three-phase, group operated, horizontal disconnect switches;
- Three (3) 69 kV, 2000 A, three-phase, group operated, vertical disconnect switches;
- Nine (9) single-phase, 57 kV duty cycle surge arresters;
- Five (5), single-phase, 69 kV potential transformer (“PT”) units;
- Three (3) single-phase, 69 kV station service PTs, 25 kVA;
- 80kW Diesel Generator
- Connecting Transmission Owner, NYISO and NY PSC approved revenue grade meter and remote terminal unit (“RTU”);
- Three (3) 69 kV revenue metering PTs and CTs;
- Prefabricated Connecting Transmission Owner Standard Control Enclosure:
 - Bus differential panels (SEL-487B & GE B30);
 - Line/breaker protection panels (SEL-411 (2) & GE D60 (2));
 - Revenue metering panel;
 - Connecting Transmission Owner, NYISO and NY PSC approved revenue grade meter;
 - Communication cabinet;
 - Security cabinet;
 - Human machine interface (“HMI”);
 - AC panel;
 - DC panel;
 - Battery system;
 - RTU (SEL-3530 RTAC);
 - Annunciator;
 - HVAC;
- Bus support insulators and dead end insulators;
- All high voltage conductor and taps;
- All connectors;
- Perimeter and structure LED lighting;
- Fencing:
 - Perimeter;
 - Two (2) vehicle access gates;
 - One (1) man gate;
- Access road (estimated 1½ mile);
- Paved driveway in station;

SERVICE AGREEMENT NO. 2833

- Station Structures: Two (2) bay 69 kV line galvanized steel transmission line terminal take off structures (H-frame) on concrete foundations with transmission line attachment equipment designed in accordance with O&R Structural Loading Criteria, Rev 9. Phase spacing shall meet or exceed existing phase spacing for design voltage, generator tie line dead end, disconnect switches, station service potential transformer (“SSPT”), bus PTs, CT/PT metering units, lighting poles, lighting and dynasphere attachments, and bus support structures;
- Foundations: Two bay line termination, generator tie line dead end, disconnect switches, SSPT, bus PTs, CT/PT metering unites, lighting poles, diesel generator, control house enclosure, dynasphere and bus support foundations; and
- Storm water and drainage facilities.

SUF grounding shall be in accordance with IEEE Std. 80 and Connecting Transmission Owner standards. A grounding study shall be conducted to ensure the grounding requirements of Connecting Transmission Owner are met. A lightning study shall be conducted to confirm that the SUFs are protected per Connecting Transmission Owner standards.

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

i. SUFs at Little Pond Station

The Little Pond Station will split the existing 69 kV Mongaup - Cuddebackville Line 131 transmission line at Structure “A”. Structure “A” is an existing double circuit lattice structure for Line 131 and Line 12 that will be replaced by three (3) new dead end monopole structures; two (2) monopoles to intercept the existing Line 131 into the Little Pond Station, and the third to support Line 12. The split of Line 131 will result in two new lines, Line 132 Mongaup – Little Pond Station and Line 131 Little Pond Station – Cuddebackville. The other SUFs (“Other SUFs”) for the new Little Pond Station shall consist of the following:

- Three (3) 69 kV, single circuit, dead end, vertical galvanized steel monopole transmission structures on concrete foundations, with transmission line attachment equipment;
 - The three (3) steel poles shall be designed in accordance with O&R Structural Loading Criteria, Rev 9. Phase spacing shall meet or exceed existing phase spacing. Phase conductors and shield wires utilized for design shall be three (3) 795 aluminum-conductor steel-reinforced (“ACSR”) 45/7 tern at 6,000 lbs National Electric Safety Code (“NESC”) heavy tension, two (2) 7#7 alumoweld shield wires at 4,000 lbs NESC heavy tension;
- Evaluate and analyze structures adjacent to Structure “A”. Modify, upgrade and reinforce adjacent structures, if necessary;
- Install new steel monopole and dead end Line 12;
- Install two (2) new steel monopoles and dead end Line 131;
- Break Line 131 into new Line 131 and Line 132 transmission lines that will be tied into the Little Pond Station;
- Remove Structure “A”;

SERVICE AGREEMENT NO. 2833

- Run transmission line into and out of the Little Pond Station (extension of Line 131 and new section Line 132); and
- Transmission structures shall be grounded to achieve a maximum resistance of 10 ohms or less.

Note: Double circuit outages may not be approved by Connecting Transmission Owner or NYISO. Connecting Transmission Owner may not allow outages during the Summer Operating Period which occurs during May 15 through September 15.

ii. SUFs at Mongaup 69 kV Station

The interconnection of the Small Generating Facility requires system modifications at the Connecting Transmission Owner's existing Mongaup Station. The SUFs shall consist of the following:

- Establishment of a means of tripping and monitoring the status of the POI breaker prior to auto-reclosing the remote Mongaup Station during momentary faults;
- Establishment of fast clearing at the Mongaup Station for a stuck breaker condition.
- Replacement of line protection system for Line 132;
- Communication between Little Pond Station and Mongaup Station (leased line);
- and
- Primary and backup DTT schemes.

iii. SUFs at Cuddebackville 69 kV Station

The interconnection of the Small Generating Facility requires system modifications at the Connecting Transmission Owner's existing Cuddebackville Station. The SUFs shall consist of the following:

- Establishment of a means of tripping and monitoring the status of the POI breaker prior to auto-reclosing the remote Cuddebackville Station during momentary faults;
- Establishment of fast clearing at the Cuddebackville Station for a stuck breaker condition.
- Replacement of line protection system for Line 131;
- Communication between Little Pond Station and Cuddebackville Station (leased line); and
- Primary and backup DTT schemes.

iv. SUFs at Shoemaker 69 kV Station

The interconnection of the Small Generating Facility requires system modifications at the Connecting Transmission Owner's existing Shoemaker Station. The SUFs shall consist of the following:

- Establishment of a means of tripping and monitoring the status of the POI breaker prior to auto-reclosing the remote Shoemaker Station during momentary faults;
- Establishment of fast clearing at the Shoemaker Station for a stuck breaker condition.

SERVICE AGREEMENT NO. 2833

- Modified line protection relay settings;
- Replacement of line protection system for Line 131 and Line 13;
- Communication between Little Pond Station and Shoemaker Station; and
- Primary and backup DTT schemes.

D. SCOPE OF WORK AND RESPONSIBILITIES

1. Interconnection Customer's Scope of Work and Responsibilities

As agreed upon by the Parties pursuant to Article 5.2 of this Agreement, the SASUFs referenced above in Section B and the Other SUFs at the Little Pond Station referenced above in Section C(i) will be designed, procured, and constructed by the Interconnection Customer, subject to Connecting Transmission Owner's review and approval, and in accordance with the Connecting Transmission Owner's specifications and all applicable codes and standards, to the extent not inconsistent with NYISO Tariffs or procedures.

- Testing and commissioning requirements for SASUF to be completed by Interconnection Customer based on testing requirements provided by CTO.
- Establishment of a means of communication between the protective devices at the new Little Pond Station and the remote ends Shoemaker Station, Mongaup Station, and Cuddebackville Station.
- Connecting Transmission Owner will procure and install security equipment at the Little Pond Station. Interconnection Customer is responsible for facilitating the infrastructure required for the security system. Cost of the Connecting Transmission Owner Security system to be reimbursed by Interconnection Customer.
- Multiple outages may be required for the transmission work. Interconnection Customer shall be responsible for the reasonable cost associated with any additional work required for service continuity in accordance with Good Utility Practice, provided however that Connecting Transmission Owner shall provide Interconnection Customer an estimate of the cost of such additional work prior to scheduling of any outage requiring such work. All switching to be performed by Connecting Transmission Owner.
- The Interconnection Customer shall be responsible for performing short circuit studies using the latest NYISO ASPEN case and developing relay settings as per Connecting Transmission Owner's protection specifications at the SASUF. The Connecting Transmission Owner shall review and approve the short circuit study and relay settings files prior to start of testing and commissioning at SASUF. The Interconnection Customer shall provide a list of all the analog and digital points that will be connected to the RTU. The Connecting Transmission Owner engineering team will provide the setting files for the RTU devices only. The testing and commissioning from the RTU to the field devices will be performed by Interconnection Customer. The Communication testing of RTU to Connecting Transmission Owner's O&R Energy Control Center shall be performed by Connecting Transmission Owner staff.

- The Interconnection Customer shall be responsible for the design and construction of the stormwater management system (the “Stormwater System”) and for maintenance of the Stormwater System until the Commercial Operation Date of the Small Generating Facility. On and after the Commercial Operation Date of the Small Generating Facility, the Connecting Transmission Owner shall be responsible for the operation and maintenance of the Stormwater System, as noted below, provided that (i) the design for the Stormwater System shall be subject to the review, comment, and acceptance of the Connecting Transmission Owner prior to submittal to the applicable municipality in connection with permitting, and any changes to such design shall be subject to the prior review, comment and acceptance by the Connecting Transmission Owner, (ii) the internal and external costs of the Connecting Transmission Owner attributable to its review and comment described in subsection (i) of this paragraph shall be reimbursed by the Interconnection Customer within 30 days of receipt of invoice, (iii) the Stormwater System shall be constructed in accordance with the design accepted by the Connecting Transmission Owner, (iv) the Connecting Transmission Owner shall only be responsible for the operation and maintenance of the Stormwater System to the extent located within the Little Pond Station Parcel or along the access road from the public road to the Little Pond Station Parcel, and shall not be responsible for the operation or maintenance of the Stormwater System in other locations, including, without limitation, to the extent located inside of the Little Pond Solar Collector Substation yard or in the solar field, (v) any Stormwater System maintenance agreement contemplated with the applicable municipality shall be subject to the review, comment, and acceptance by the Connecting Transmission Owner prior to execution by the Interconnection Customer and the applicable municipality, and a copy of such fully executed agreement shall be provided to the Connecting Transmission Owner promptly upon its execution, (vi) the Little Pond Station Easement shall provide for the Connecting Transmission Owner’s obligations relating to the Stormwater System, including, without limitation, the grant of easement rights for the Connecting Transmission Owner to comply with such obligations and (vii) the Connecting Transmission Owner shall not be liable for storm or stormwater damage or other damage to the Interconnection Customer’s facilities not caused by the Connecting Transmission Owner (including any water runoff that exceeds the design capability of the Stormwater System).

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

The SUFs located at the Little Pond Station will be owned, operated, and maintained by the Connecting Transmission Owner. The SUFs located at the Little Pond Station and Other SUFs in Section C(i) of this Attachment 6 will be designed, procured and constructed by the Interconnection Customer subject to Connecting Transmission Owner’s review and approval, and in accordance with the Connecting Transmission Owner’s specifications. Connecting Transmission Owner’s Engineering Department will be reviewing and approving those designs. Connecting Transmission Owner may conduct construction oversight to Connecting Transmission Owner’s satisfaction. Connecting Transmission Owner will perform final checkout. Within three months of completing the construction and installation of the SUFs, the Connecting Transmission Owner shall

SERVICE AGREEMENT NO. 2833

provide the Interconnection Customer with a final accounting report in accordance with Article 6.1.2 of this Agreement. For purposes of the foregoing, completion of the construction and installation of the SUFs shall occur upon the Connecting Transmission Owner's acceptance of the SUFs. The costs associated for the review and approval of Interconnection Customer's designs and construction oversight and checkout are included in Section E of this Attachment 6 below. These costs are to be reimbursed to the Connecting Transmission Owner by the Interconnection Customer.

Connecting Transmission Owner will procure and install security equipment at the Little Pond Station. Cost of the Connecting Transmission Owner Security system to be reimbursed by Interconnection Customer.

The remote, non-local SUFs referenced above in Sections C(ii), C(iii), and C(iv) will be designed, procured, and constructed by the Connecting Transmission Owner.

Connecting Transmission Owner shall:

- Conduct final phasing and required checkouts to Connecting Transmission Owner's system.

E. COST ESTIMATES RELATED TO DISTRIBUTION UPGRADES AND SYSTEM UPGRADE FACILITIES

<u>Description</u>	<u>Estimated Costs</u>
<u>Stand Alone System Upgrade Facilities</u>	<u>\$5,888,600</u>
<u>Other System Upgrade Facilities – Little Pond Station</u>	<u>\$1,682,000</u>
<u>Other System Upgrade Facilities – Remote Stations</u>	<u>\$1,018,060</u>
<u>Total</u>	<u>\$8,588,660*</u>

*This amount includes, in 2020 dollars, \$930,984 in Connecting Transmission Owner review and oversight costs for Interconnection Customer's design and construction of the Stand Alone System Upgrade Facilities and the Other System Upgrade Facilities at the Little Pond Station. Escalated to 2023 dollars, the total for O&R Review and Oversight Costs are \$1,061,986.

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, premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available using Insurance Services Office, Inc. Commercial General Liability Coverage (“ISO CG”) Form CG 00 01 04 13 or a form equivalent to or better than CG 00 01 04 13, with minimum limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage. A combination of Primary and Excess Liability is acceptable.

The insurance policy or policies shall be on an “occurrence” and not “claims-made” form of coverage and be in effect for at least three (3) years after completion of performance. The insurance policy or policies shall be primary and non-contributory and name Consolidated Edison, Inc., Consolidated Edison Company of New York, Inc. and Orange & Rockland Utilities, Inc., Rockland Electric Company, Inc. and their subsidiary companies as additional insureds with respect to the Work and completed operations. Endorsements CG 20 10 04 13 and CG 20 37 04 13 (or equivalent) are required. The policy will contain a waiver of subrogation.

Interconnection Customer shall carry statutory Workers Compensation and Employers Liability.

Attachment 8

Initial Synchronization Date

[Date]

~~[NYISO Address]~~
New York Independent System Operator, Inc.
Attn: Vice President, Operations
10 Krey Boulevard
Rensselaer, NY 12144

Orange and Rockland Utilities, Inc.
Attn: Vice President, Operations
390 West Route 59
Spring Valley, NY 10977

~~[Connecting Transmission Owner Address]~~

Re: Little Pond 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]

Attachment 9

Commercial Operation Date

[Date]

~~[NYISO Address]~~

New York Independent System Operator, Inc.

Attn: Vice President, Operations

10 Krey Boulevard

Rensselaer, NY 12144

Orange and Rockland Utilities, Inc.

Attn: Vice President, Operations

390 West Route 59

Spring Valley, NY 10977

~~[Connecting Transmission Owner Address]~~

Re: Little Pond 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]

Attachment 10

TERMS AND CONDITIONS Of
ORANGE AND ROCKLAND UTILITIES, INC.
CONSTRUCTION PROJECTS

Reference Number

For use with the Small Generator Interconnection Agreement by and among the New York Independent System Operator, Inc.; Orange and Rockland Utilities, Inc.; and Little Pond Solar, LLC.

SERVICE AGREEMENT NO. 2833

1. Definitions. For purposes of these Terms and Conditions, the following definitions shall apply:

Agreement = The Small Generator Interconnection Agreement by and among Interconnection Customer, the NYISO and Connecting Transmission Owner, including all Appendices and Attachments to same and any and all plans, schedules, specifications, addenda drawings and other documents, to the extent that they are directly or indirectly incorporated by reference in the Agreement.

Connecting Transmission Owner = Orange and Rockland Utilities, Inc.

Interconnection Customer = Little Pond Solar, LLC

Site = The area under and around Connecting Transmission Owner's 69kV Transmission Line L12/131 in which Interconnection Customer is to construct and install the equipment described in Attachment 6(C)(i) to effect the interconnection of Interconnection Customer's Small Generating Facility.

Terms = These Terms and Conditions for Construction Projects.

Subcontractor = Any company or person, other than an employee of Interconnection Customer, that furnishes any of the Work on behalf of Interconnection Customer.

Work = The construction and installation of the System Upgrade Facilities (SUFs) described in Attachment 6(C)(i) within Connecting Transmission Owner ROW, and all labor and supervision, construction materials, equipment, tools and other aids to construction; equipment, materials, and other things of any nature necessary or proper for the completion of the project at the Site, whether or not expressly specified herein.

The words "hereof," "herein," "hereto" and "hereunder" as used in these Terms shall refer to these Terms, unless the context indicates otherwise.

2. Specifications, Plans, and Drawings.

(a) The Work shall be performed in strict accordance with the Agreement and the specifications, plans, and drawings. No deviation is permitted unless approved in advance in writing by Connecting Transmission Owner. The specifications, plans, and drawings and all other documents which are part of the Agreement are supplementary to each other. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the Work shall be completed in every detail

whether or not every item is specifically mentioned. If there should be a conflict between the drawings and the writings that comprise the plans and specifications, the writings shall govern unless upon notice thereof Connecting Transmission Owner directs otherwise in writing.

(b) Connecting Transmission Owner may furnish to Interconnection Customer any additional plans, drawings, specifications or other documents which it considers necessary to illustrate or explain the Work in further detail, and Interconnection Customer shall comply with the requirements of all such documents, provided that Connecting Transmission Owner may not change the scope of the Work without the written consent of Interconnection Customer and NYISO.

(c) Interconnection Customer shall, or shall cause the Subcontractors to, throughout the time during which the Work is being performed, keep at the Site available for inspection by Connecting Transmission Owner one complete and current set of the Agreement documents, including, but not limited to, the Agreement plans, specifications, and drawings, any additional documents furnished by Connecting Transmission Owner, and all shop and work drawings approved by Connecting Transmission Owner.

(d) Where required by the Agreement, Interconnection Customer shall, or shall cause the Subcontractors to, submit designated documents, such as drawings and process procedures, for review and approval by Connecting Transmission Owner. All proposed changes to or deviations from such documents after they have been approved shall also be submitted to Connecting Transmission Owner for review and approval prior to their implementation.

3. Safeguards in Work.

(a) Interconnection Customer shall, or shall cause the Subcontractors to, provide and maintain at its/their own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the Work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of Work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced. Subcontractor movement to and from Connecting Transmission Owner existing rights of way shall be confined to approved access roads and pathways as shown on the project plan and profile. All other access shall be arranged by the subcontractor who will be responsible for all associated costs. Connecting Transmission Owner use of any access, outside the scope of the

plan and profile, shall not confer the right for the subcontractor to use such access.

(b) Interconnection Customer shall, or shall cause the Subcontractors to, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work to make all parts stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Interconnection Customer shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the Work.

(c) In accordance with the rest of this Attachment and without limitation thereof, Interconnection Customer shall, or shall cause the Subcontractors to, test all areas, excavations, openings, manholes, vaults and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the Work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

(d) Interconnection Customer shall, or shall cause the Subcontractors to, strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Interconnection Customer shall cause, or shall cause the Subcontractors to require, all equipment and structures, the place of Work and the ways and approaches thereto to meet the requirements of all governmental authorities. Interconnection Customer shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the Work.

(e) Connecting Transmission Owner shall designate an authorized representative to monitor Interconnection Customer's performance of the Work and shall promptly notify Interconnection Customer of such designation. If in the opinion of Connecting Transmission Owner's authorized representative the work practices or conditions created by Interconnection Customer are unsafe or fail to comply with applicable laws or regulations, Connecting Transmission Owner may halt the work until such practices and conditions are corrected. If, when Connecting Transmission Owner's authorized representative is not present at the site, a Connecting Transmission Owner employee directs Interconnection Customer to discontinue an operation because it may be unsafe or illegal, Interconnection Customer shall immediately halt the questioned operation and, if the Interconnection Customer disagrees with the employee, shall contact Connecting Transmission Owner's authorized representative for instructions. Interconnection Customer shall obtain the employee's name and employee identification

number and report this information to Connecting Transmission Owner's authorized representative.

(f) Interconnection Customer shall be responsible for any failure or neglect on its or its Subcontractor's part to perform the obligations contained in this article, and shall defend and indemnify Connecting Transmission Owner against any liability resulting in whole or in part from such failure or neglect.

4. Knowledge of Work Conditions and Requirements.

Interconnection Customer represents that it has visited and examined the site of the Work and satisfied itself as to the general and local conditions, particularly those relating to transportation, handling and storage of materials, availability of labor, water, drainage, power, roads, landing zones, weather, ground and other physical conditions at the site, and as to all other matters which could affect the Work. Interconnection Customer also acknowledges that it has examined the specifications, drawings, and other Agreement documents and has satisfied itself as to the requirements of the Work, and has seen or had an opportunity to ask about all conditions which may affect the Work, including equipment or structures in place or to be in place, or work being or to be performed, which could interfere with the uninterrupted performance of the Work. Interconnection Customer assumes any risk associated with its failure to examine the Work site, Agreement documents or all other available information provided to it prior to entering into the Agreement.

5. Interconnection Customer's Performance.

(a) Interconnection Customer shall, or shall cause the Subcontractors to, perform in good workmanlike manner and in accordance with Good Utility Practice all the Work required or reasonably implied by the Agreement, in accordance with the terms of the Agreement and such directions of Connecting Transmission Owner as any may be given from time to time. Interconnection Customer's performance shall include, except as otherwise specifically stated in the Agreement, everything requisite and necessary to complete the Work properly, notwithstanding the fact that not every item involved is specifically mentioned, including, but not limited to all materials, labor, tools, equipment, apparatus, water, lighting, heating, power, transportation, superintendence, temporary construction, site security and all other services and facilities of every nature necessary or appropriate for the execution of the Work on schedule.

(b) When work is performed on the Site, Interconnection Customer must provide at all times an on-site representative with full authority to act for Interconnection Customer. The representative must be able to read, write, and thoroughly understand both English and any other languages spoken by persons performing work for Interconnection Customer and must be able to effectively communicate with those persons in their own language or

languages. In addition, Interconnection Customer's representative must ensure that labeling, log book entries, completion of forms and all other tasks requiring a proficiency in English are performed clearly and correctly. The continuation of the individual selected by Interconnection Customer in this role shall be subject to the continuing approval of Connecting Transmission Owner.

(c) Interconnection Customer shall, or shall cause the Subcontractors to, perform the Work in accordance with the following:

- (i) All equipment, tools, other construction aids and materials utilized by Interconnection Customer and Subcontractors shall be of high quality and in good working order. Interconnection Customer shall or shall cause the Subcontractors to, submit material safety data sheets (MSDS) for all chemical and hazardous substances used in the Work. If, in the opinion of Connecting Transmission Owner, any of Interconnection Customer's or Subcontractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Interconnection Customer shall, or shall cause the Subcontractors to remove such items from the site immediately and replace them with safe and adequate substitutes at Interconnection Customer's or Subcontractor's expense. Interconnection Customer shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Interconnection Customer shall, or shall cause the Subcontractors to provide adequate storage for all such items used in connection with the Work.
- (ii) The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances. Access to all existing Connecting Transmission Owner rights of way shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.
- (iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Interconnection Customer shall or shall cause the Subcontractors to, comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Interconnection Customer shall, or shall cause the Subcontractors to, assure that the

fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

6. Connecting Transmission Owner's Authority.

(a) Connecting Transmission Owner, in consultation with Interconnection Customer, shall have the authority to decide any and all questions which arise in connection with the Work, and Connecting Transmission Owner's decisions shall be conclusive and final.

(b) Connecting Transmission Owner shall have the right to maintain a representative at the construction site. Such representative may, on request, give Interconnection Customer reasonable assistance in interpreting the Agreement drawings, specifications and plans, but such assistance shall not relieve Interconnection Customer of any duties (including, without limitation, those of giving notice to or securing the approval of Connecting Transmission Owner) arising under the Agreement.

7. Warranties.

(a) Interconnection Customer warrants the Work for a period of one (1) year from the transfer of the Work, under the Agreement unless a longer period is specified or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified personnel in accordance with Good Utility Practice, and

(ii) as to materials, equipment, structures and other things, that they shall be new and free from defects in title, material, workmanship and design, conform strictly to all applicable specifications, and be suitable for their intended use. Interconnection Customer further warrants that the Work shall meet any and all tests and comply with all performance requirements contained in the Agreement. The warranty of good title shall be unlimited in time.

(b) In the event any part or all of the Work fails to satisfy any of these warranties, upon written notice thereof from Connecting Transmission Owner to Interconnection Customer, Interconnection Customer shall, at no cost to Connecting Transmission Owner, promptly repair, replace, or reperform the defective Work, as directed by Connecting Transmission Owner, and do whatever else is necessary to cause the Work to satisfy all of the aforesaid warranties. All work repaired, replaced or reperformed under the provisions of this Article shall be subject anew to this Article with the warranty period commencing upon completion of the repair, replacement, or reperformance. If Interconnection Customer fails to correct any defective

Work as aforesaid promptly after being notified thereof by Connecting Transmission Owner, then Connecting Transmission Owner may correct the defective work and charge Interconnection Customer for the costs and expenses it occurs in so doing. Any defective parts removed in connection with repair or replacement shall be disposed of by Interconnection Customer at its expense.

8. Labor.

(a) Interconnection Customer shall, or shall cause the Subcontractors to, unless otherwise specifically stated herein, provide all labor required to fully complete the Work. This shall include all specialized workers that are required by the nature of the Work. Interconnection Customer shall, or shall cause the Subcontractors to, employ on Work at the construction site only union labor from Building Trades locals having jurisdiction over the Work; to the extent such labor is available. Interconnection Customer agrees to defend, save harmless and indemnify Connecting Transmission Owner, its trustees, officers, agents and employees against any and all liability arising in any way out of Interconnection Customer's failure to comply with the foregoing provisions of this paragraph. Whenever Interconnection Customer knows or believes that any actual or potential labor dispute is delaying or threatening to delay the timely performance of the Work, Interconnection Customer shall immediately give Connecting Transmission Owner notice of the dispute, including all relevant information concerning the dispute. If such notice is given orally, Interconnection Customer shall confirm it in writing within 24 hours.

(b) The Immigration Reform and Control Act of 1986 Pub. L. No. 99-603 (the "Act") makes it illegal for an employer to hire or employ an illegal alien. The Act also makes it a legal requirement for employers to establish an employment verification system which includes the employer's checking specified documents to establish both an individual's identity and legal authorization to work. Interconnection Customer represents and covenants that Interconnection Customer has complied and will comply with all the requirements of the Act with respect to all persons assigned or employed by Interconnection Customer in the performance of the Work. Interconnection Customer agrees to defend, save harmless and indemnify Connecting Transmission Owner, its trustees, officers, agents and employees against any and all liability under the Act arising in any way out of services performed by or Connecting Transmission Owner's use of persons furnished by Interconnection Customer.

(c) Interconnection Customer shall not employ any employee of Connecting Transmission Owner or Consolidated Edison Company of New York, Inc. to perform any Work without the prior written permission of Connecting Transmission Owner.

SERVICE AGREEMENT NO. 2833

9. Permits, Codes, Laws and Regulations; Denial of Access and Removal for Noncompliance.

Interconnection Customer shall comply with and shall cause all its employees and Subcontractors (Interconnection Customer, its employees and any Subcontractors are known herein the “Permitted Persons”) to comply with all applicable laws, rules, regulations, and ordinances (including, but not limited to, Environmental Laws, as defined in the Agreement), as well as all regulations, procedures and directives of Connecting Transmission Owner. Interconnection Customer shall be responsible for obtaining and maintaining all permits, licenses, and any other governmental permission required for, or in connection with, its portion of the Work Interconnection Customer shall cause any and all of the Permitted Persons who are not in compliance with such laws, rules, regulations, ordinances, procedures and directives or who otherwise engage in illegal conduct or conduct that threatens injury to persons or damage to property at the Site to be refused access to Site and, if present at the Site, to be immediately removed therefrom in a reasonable and peaceful manner. If Interconnection Customer fails to comply with its obligations under the immediately preceding sentence, Connecting Transmission Owner, without any liability whatsoever to the Permitted Persons or others, may, but shall not be obligated to, cause any and all Permitted Persons who are not in compliance with such laws, rules, regulations, ordinances, procedures and directives to be refused access to the Site and to be immediately removed from the Site in a reasonable and peaceful manner. Interconnection Customer shall defend, indemnify and hold Connecting Transmission Owner, its trustees, directors, officers, employees, affiliates and agents (collectively, the “Protected Parties”) harmless under the procedures applicable to the Section 7.3 indemnity in the Agreement from and against any and all claims, actions, causes of action, damages, loss and liability, including costs and expenses, legal and otherwise, and statutory or administrative fines, penalties, or forfeitures, which arise from or relate to refusing access to, removing, failing to refuse access to and/or failing to remove from the Site any and all Permitted Persons-so long as the actions of the Protected Parties do not amount to gross negligence or intentional wrongdoing.

10. Quality Assurance/Quality Control.

Interconnection Customer shall establish and maintain a quality assurance/quality control program which shall include procedures for continuous control of all construction and comprehensive inspection and testing of all items of Work, including any Work performed by Subcontractors, so as to ensure conformance to the Agreement with respect to materials, workmanship, construction, finish, functional performance, and identification. Interconnection Customer shall submit details of the Quality Assurance/Quality Control program accompanied by samples of all checklists and documentation with a detailed explanation of the process and frequency of document updates. The Interconnection Customer shall provide Connecting Transmission Owner with complete installation details and checklists for each element (foundations, structures, wire and so forth) of the transmission line and substation portions of the project. A complete compilation of all documents (including all required test reports) shall be included in a turnover package at the completion of the project to facilitate Connecting Transmission Owner compliance review and future operation and maintenance of the constructed facilities.

11. Protection of Persons, Work and Property.

(a) In the course of performing the Agreement, Interconnection Customer shall, or shall cause the Subcontractors to, at all times exercise reasonable precautions to protect persons and property and items of Work from physical injury or harm. Interconnection Customer shall or shall cause the Subcontractors to, at its/their own expense design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be reasonably directed by Connecting Transmission Owner. Interconnection Customer shall, or shall cause the Subcontractors to, provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Interconnection Customer and shall at all-time be accessible and ready for immediate use.

(b) Interconnection Customer shall, while on or about the Site, observe and comply with all fire, safety, hazard, "No Smoking", and all other rules and regulations heretofore or hereafter prescribed by Connecting Transmission Owner. Safety hats shall be worn at all times in the Work area by Interconnection Customer's employees.

(c) Interconnection Customer shall, or shall cause the Subcontractors to, at no additional cost to Connecting Transmission Owner, comply with all reasonable requests of Connecting Transmission Owner to enclose or specially protect Work, property or persons. If Connecting Transmission Owner determines that Work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the Work in the affected area of the Site or take such steps as it deems reasonably necessary to protect Work, property or persons

(d) Interconnection Customer shall promptly report in writing to Connecting Transmission Owner all accidents arising out of or in connection with the performance of the Agreement, whether on or adjacent to the construction site, which result in death, personal injury requiring medical treatment or absence from work or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage is caused, Interconnection Customer shall immediately report the accident by telephone to Connecting Transmission Owner.

(e) Interconnection Customer shall, or shall cause the Subcontractors to, provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have

standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Interconnection Customer or any other contractor on account of any accident, Interconnection Customer shall promptly report it in writing to Connecting Transmission Owner, giving full details of the claim.

(f) Interconnection Customer will, or will cause the Subcontractors to, develop an Environmental Health and Safety Plan for Work on the Site that will be submitted to Connecting Transmission Owner for review. Interconnection Customer will not be permitted to perform any field work until it has submitted to Connecting Transmission Owner and the Connecting Transmission Owner has accepted a site-specific health, safety, and environmental plan, which addresses all hazards that may be encountered, conforms to any and all requirements stated in the Agreement and incorporates all of the Connecting Transmission Owner's comments on the plan. The submitted plan for the transmission right-of-way shall provide a detailed "Emergency Response Plan" for each individual tower location and, for any tower locations within a rattlesnake area, a list of which hospitals have the appropriate anti-venom. The submitted plan shall also provide a description of any anticipated wastes that may be generated by the Interconnection Customer and its Subcontractors, including how waste will be stored, characterized, and disposed; the Interconnection Customer will not be permitted to transport any waste off-site or dispose of any waste until the Connecting Transmission Owner has reviewed and accepted the waste disposal scenario.

(g) If in the reasonable opinion of Interconnection Customer, greater precautions than those required herein or directed by Connecting Transmission Owner are reasonably advisable, Interconnection Customer shall implement such precautions and advise Connecting Transmission Owner thereof. In the event of an emergency threatening injury to persons or damage to property Interconnection Customer shall take all necessary action immediately and shall promptly notify Connecting Transmission Owner thereof.

(h) Security. As between Connecting Transmission Owner on the one hand and Interconnection Customer on the other, Interconnection Customer shall be solely responsible for securing and safeguarding (i) any and all Permitted Persons (and their possessions) while present at or about the Site, and any and all equipment, tools, supplies, materials and other personal property used in connection with such work or brought onto or located at or about the Site by or on behalf of any and all Permitted Persons. To the fullest extent permitted by law, Connecting Transmission Owner shall have no responsibility for any equipment, tools, supplies, materials or other personal property that may be brought onto or located at or about the Connecting Transmission Owner Transmission ROW and which is subsequently lost, stolen or damaged. To the fullest extent permitted by law, the immediately

SERVICE AGREEMENT NO. 2833

preceding sentence shall apply even under circumstances where Connecting Transmission Owner may be negligent but shall not apply in the case of Connecting Transmission Owner's gross negligence or intentional wrongdoing.

12. Vehicle Spills.

Interconnection Customer is required to assure that all vehicles, including those of Subcontractors and suppliers, used in the performance of Work are maintained in good working condition and are not leaking any fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle. The Environmental, Health and Safety Plan and Spill Response Plan shall specifically address the refueling of trucks, equipment and helicopters on the Connecting Transmission Owner ROW and property.

The driver of any such vehicle at the Site must immediately notify a Connecting Transmission Owner authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the Site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point.

The driver will be required to eliminate the leak or spill before leaving the Site. Interconnection Customer shall be required to reimburse Connecting Transmission Owner for all costs associated with the cleanup of such leaks and spills.

13. Maintenance of Work Site.

Interconnection Customer shall, or shall cause the Subcontractors to at its/their own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the Work or the work of any other contractors; clean up and remove on a daily basis, and more frequently if directed by the Connecting Transmission Owner representative, all refuse, rubbish, scrap materials, and debris so that at all times the Work site shall present a neat, orderly and workmanlike appearance; and remove all surplus material, falsework, and temporary structures, including any foundations thereof. If, in the opinion of Connecting Transmission Owner, Interconnection Customer has failed to comply with any provisions of this Article, Connecting Transmission Owner may order any or all of the Work in the affected area be suspended until the conditions is corrected, and all costs associated therewith shall be borne by Interconnection Customer. All permanent and temporary access gates to the rights of way shall remain closed at all times except when vehicles are transiting. In no case shall gates be left open.

14. Subsurface Conditions Found Different.

Connecting Transmission Owner shall not be obliged to show any subsurface conditions on any drawing, plans or specifications it may furnish to Interconnection Customer or Subcontractor, and if none are shown that is not to be interpreted as indicating that there are none of significance to the Work. Should Interconnection Customer encounter subsurface conditions at the site materially different from any that are shown on the drawings, plans or specifications, it shall immediately give notice to Connecting

Transmission Owner of such conditions before the conditions are disturbed. Connecting Transmission Owner will thereupon promptly investigate the conditions, and if it finds that they materially differ from those shown on the plans or indicated in the specifications it will make any changes necessary to revise the plans, drawings, or specifications to reflect the actual site conditions, at the cost to the Interconnection Customer. The Interconnection Customer will also be responsible for all costs associated with the fact that the site conditions differ materially from those contained in the plans, drawings or specifications.

15. Inspection and Tests and Correction of Defects.

(a) Connecting Transmission Owner shall have the right to inspect any and all records of Interconnection Customer or its Subcontractors whenever Connecting Transmission Owner believes that this is necessary to insure that the Work is proceeding and will proceed in full accordance with the requirements of the Agreement. In addition, all parts of the Work shall throughout the time of performance of the Agreement be subject to inspection by Connecting Transmission Owner. To the extent permitted by the Agreement, Connecting Transmission Owner shall be the final judge of the quality and acceptability of the Work, the materials used therein, and the processes of manufacture and methods of construction employed in connection therewith. Interconnection Customer shall, or shall cause the Subcontractors to, provide Connecting Transmission Owner's representatives with safe and proper facilities for access to and inspection of the Work, both at the Site and at any plant or other source of supply where any equipment, material, or part may be located. Connecting Transmission Owner shall have the right to witness any test Interconnection Customer or any third party acting on behalf of Interconnection Customer conducts relating to the Work, and Interconnection Customer shall give Connecting Transmission Owner advance written notice thereof. The test results shall be provided to Connecting Transmission Owner for concurrence as soon as practical, and found to be satisfactory only if accepted by Connecting Transmission Owner. Connecting Transmission Owner shall have the right to require Interconnection Customer to perform reasonable additional tests at reasonable times and places. The cost of any additional tests required by Connecting Transmission Owner shall be borne by Connecting Transmission Owner unless they disclose a defect or nonconformity in the Work, in which case the cost shall be borne by Interconnection Customer.

(b) No inspection, failure to inspect, or waiver of inspection on the part of Connecting Transmission Owner or anyone acting on its behalf shall relieve Interconnection Customer of its duty complete the Work in accordance with the Agreement.

(c) Should it appear to Connecting Transmission Owner at any time prior to the completion and acceptance of any segment of the Work, whether as a result of the aforementioned inspections and tests or otherwise, that any part of the Work in an uncompleted segment is not suitable or of good

quality or fails to conform to the Agreement's requirements, Connecting Transmission Owner shall have the option to :

- (i) halt the continuation of such segment of the Work; and
- (ii) require Interconnection Customer, at Interconnection Customer's sole expense and within such reasonable time as may be fixed by Connecting Transmission Owner, to reconstruct, replace or correct the applicable Work and remedy any damage to property of Connecting Transmission Owner and others occasioned by such Work or the materials, methods or processes employed in connection therewith, or, if Interconnection Customer does not comply with such requirement, then Connecting Transmission Owner may perform or have performed by another all of the aforementioned tasks and recover the cost thereof from Interconnection Customer; or
- (iii) accept the unsuitable or nonconforming Work.

In any event, Interconnection Customer shall reimburse Connecting Transmission Owner for all costs for additional work performed by Connecting Transmission Owner's other contractors to the extent they arise from Interconnection Customer's unacceptable Work.

16. Subcontracting.

(a) Interconnection Customer shall, notwithstanding Connecting Transmission Owner's approval of a particular Subcontractor, be as fully responsible for the acts and omissions of its Subcontractors and their agents as it is for its own acts and omission. Should any approved Subcontractor fail to perform to the satisfaction of Connecting Transmission Owner, Connecting Transmission Owner shall have the right to rescind its approval and to require the Work subcontracted to be performed by Interconnection Customer or by another approved Subcontractor. Nothing contained herein shall create any contractual rights in any Subcontractor against Connecting Transmission Owner. Interconnection Customer shall cause all subcontracts applicable to the Work to contain provisions which require the Subcontractor to provide the same insurance coverage as is required of Interconnection Customer naming both Connecting Transmission Owner and Interconnection Customer as additional insureds. Subcontracts shall provide for Interconnection Customer the same rights against the Subcontractor as Connecting Transmission Owner has hereunder against Interconnection Customer and shall expressly state that such provisions shall also be for the benefit of Connecting Transmission Owner.

17. Title to Materials and Completed Work.

Interconnection Customer shall obtain and maintain title to all materials, equipment and structures to be installed by it in the Work, free from all liens, claims and encumbrances.

SERVICE AGREEMENT NO. 2833

Title to all Work completed or in the course of construction and to all materials, equipment and structures shall be transferred to Connecting Transmission Owner in accordance with the Agreement. Connecting Transmission Owner retains the right to require the correction of defective or non-conforming Work after acceptance by Connecting Transmission Owner if the defects or nonconforming elements of such work were not reasonably evident on inspection prior to acceptance of the Work.

18. Connecting Transmission Owner's Performance.

Connecting Transmission Owner shall perform any action required of it by the Agreement in order to enable Interconnection Customer to perform.

19. Liens.

Interconnection Customer shall defend, save harmless and indemnify Connecting Transmission Owner (as well as any owner of the real property on which the project is situated) against all claims, liens or attachments growing out of the demands of Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in connection with the Work. Interconnection Customer shall deliver the Work to Connecting Transmission Owner free and clear of all liens, claims, and encumbrances, and shall furnish Connecting Transmission Owner a certificate to that effect upon request. If requested by Connecting Transmission Owner, Interconnection Customer shall furnish Connecting Transmission Owner with a Interconnection Customer Affidavit – Final Full Release And Waiver of Lien document and, for each Subcontractor, a Subcontractor Affidavit – Final Full Release And Waiver of Lien document, duly executed and delivered by Interconnection Customer and its Subcontractors, as applicable. Such documents shall, among other things, waive, release and discharge all claims and liens relating to the Work, the project or the Agreement and defend, indemnify and hold harmless Connecting Transmission Owner (as well as any owner of the real property on which the project is situated) from and against such claims and liens. Such documents shall be in a form reasonably satisfactory to Connecting Transmission Owner and shall in all respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its successor). Any liens arising from Interconnection Customer's Subcontractors, mechanics, workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, must be fully bonded or otherwise discharged by Subcontractor or Interconnection Customer in accordance with applicable law, within five (5) days of the filing of the lien.

20. Other Contractors.

(a) Interconnection Customer shall fully cooperate with other contractors and any Connecting Transmission Owner employees at or near the site of the Work and carefully coordinate its own work with that performed by them. Interconnection Customer shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Connecting Transmission Owner.

(b) If any other contractor or any Subcontractor shall suffer loss or damage through acts or neglect on the part of Interconnection Customer, Interconnection Customer shall use its best efforts to settle the matter with such other contractor or Subcontractor. If such other contractor or Subcontractor asserts any claim against Connecting Transmission Owner based on such loss or damage, Connecting Transmission Owner shall notify Interconnection Customer, and Interconnection Customer shall indemnify and save Connecting Transmission Owner harmless against any such claim and any loss or liability arising therefrom.

(c) Interconnection Customer and its Subcontractors shall keep informed of the progress and the details of work of other Connecting Transmission Owner contractors at the Work site (and of Connecting Transmission Owner) and shall notify Connecting Transmission Owner immediately of lack of progress or defective workmanship on the part of any of them (or of Connecting Transmission Owner). Failure by Interconnection Customer to keep informed of other work in progress at the site or to give notice of lack of progress or defective workmanship by others shall be deemed an acceptance by Interconnection Customer of such other work insofar as it relates to or affects its own Work.

21. Patents, Etc.

If Interconnection Customer, in performing this Agreement, employs, constructs or provides any design, process, material, tool or equipment covered by a patent, copyright, trademark or other proprietary right, Interconnection Customer shall, if it does not itself own such right, at its own expense secure permission prior to its use hereunder by securing a suitable agreement from the owner of such right. Interconnection Customer shall indemnify and hold Connecting Transmission Owner harmless against any claim, suit or proceeding for infringement of any patent, copyright, trademark or other proprietary right brought against Connecting Transmission Owner, and any liability arising therefrom, arising out of the use or manufacture of any designs, processes, materials, tools or equipment provided to Connecting Transmission Owner or employed in the performance of the Work, except with respect to any equipment, process, material or design specified or developed by Connecting Transmission Owner. Subject to the foregoing exception, Interconnection Customer shall provide for the defense of any such claim, suit or proceeding, and shall pay all costs and expenses in connection therewith, including compensation of experts and counsel, and all damages and costs awarded against Connecting Transmission Owner. Connecting Transmission Owner shall notify Interconnection Customer of any such claim, suit or proceeding in writing and give Interconnection Customer authority, information and assistance (at Interconnection Customer's expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Interconnection Customer shall promptly, at its own expense and at its option, either (a) procure for Connecting Transmission Owner the right to continue using it or (b) with the approval of Connecting Transmission Owner, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

22. Ownership of Documents.

Interconnection Customer shall make available to Connecting Transmission Owner, upon request, all documents, drawings, plans, specifications, reports, books, photographs, films, tapes, recordings, models, and computer programs furnished or prepared by Interconnection Customer in connection with the Work (hereinafter "Materials"), and Connecting Transmission Owner shall have the unrestricted right to copy and reproduce the Materials, use them in any way it sees fit, and disclose them to others. Interconnection Customer hereby assigns any and all copyrights in the Materials to Connecting Transmission Owner, and, upon the request of Connecting Transmission Owner, Interconnection Customer shall execute any documents that Connecting Transmission Owner deems necessary to effectuate such assignments.

23. Compliance with Laws on Discrimination in Employment.

Interconnection Customer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry or national origin. Interconnection Customer will take affirmative action to insure that employees are treated, during employment, without regard to their race, color, religion, sex, age, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, job classification, upgrading, demotion, promotion, layoff, termination or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship. To the extent applicable, Interconnection Customer shall utilize commercially reasonable efforts to comply with and cause its subcontractors to comply with, Federal Acquisition Regulation ("FAR") clause 52.203-6, "Restrictions on Subcontractor Sales to The Government (Jul 1985)", FAR clause 52.203-7, "Anti-Kickback Procedures (Oct 1988)", FAR clause 52.203-11, "Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)", FAR clause 52.203-12, "Limitation On Payment To Influence Certain Federal Transactions (Jan 1990)", FAR clause 52.219-8, "Utilization Of Small Business Concerns and Small Disadvantaged Business Concerns (Feb 1990)", FAR clause 52.219-9, "Small Business And Small Disadvantaged Business Subcontracting Plan (Jan 1991)", FAR clause 52.222-26, "Equal Opportunity (Apr 1984)", FAR clause 52.222-35, "Affirmative Action For Special Disabled And Vietnam Era Veterans (Apr 1984)", FAR clause 52.222-36, "Affirmative Action For Handicapped Workers (Apr 1984)", FAR clause 52.222-37, "Employment Reports On Special Disabled Veterans and Veterans Of the Vietnam Era (Jan 1988)", and FAR clause 52.223-2, "Clean Air and Water (1984)". Interconnection Customer certifies that neither it nor its principals is debarred, suspended or proposed for debarment by the Federal Government; that it does not and will not maintain or provide for its employees any segregated facilities (i.e., facilities that are segregated on the basis of race, color, religion, or national origin) at any of its establishments, and that it does not permit and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained; and that any facility to be used in the performance of this Agreement is not listed on the Environmental Protection Agency List of Violating Facilities.