

# **Attachment B**

**Amendment to the Agreement  
December 15, 2011**

## **Amendment to Interconnection Agreement**

WHEREAS, Niagara Mohawk Power Corporation d/b/a National Grid (“Connecting Transmission Owner”) entered into an interconnection agreement on August 30, 2010 (“Interconnection Agreement”) with Synergy Biogas, LLC (“Interconnection Customer”) concerning the connection of a 1.4 MW biogas generation facility in Covington, New York (“Synergy Biogas facility”) to the transmission system of Connecting Transmission Owner.

WHEREAS, in order to qualify for funds pursuant to the United States Department of Treasury, 1603 Program: Payments for Specified Energy Property in Lieu of Tax Credits under the American Recovery and Reinvestment Act of 2009 (“1603 Grant”), construction of the Synergy Biogas facility must begin in 2011;

WHEREAS, the 1603 Grant program was enacted to promote investment in certain specified renewable energy facilities and other specified energy property;

WHEREAS, construction financing arrangements important for the construction of the Synergy Biogas facility are directly tied to receipt of the 1603 Grant;

WHEREAS, Interconnection Customer wishes to commence operations of the Synergy Biogas facility in an interim constrained operation mode in order to allow Interconnection Customer to obtain the 1603 Grant and facilitate access to additional financing necessary to the project’s construction;

WHEREAS, in order to promote the public policy objectives of the 1603 Grant program, Connecting Transmission Owner has agreed to the operations of the Synergy Biogas facility in an interim constrained operation mode under the terms and conditions of this amendment to the Interconnection Agreement (“First Amendment”); and

WHEREAS, Interconnection Customer and Connecting Transmission Owner have installed and successfully tested all necessary equipment to allow for the interim constrained operation mode;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree to amend and supplement the Interconnection Agreement as follows:

### **1. Interim Constrained Operation Period**

The “Interim Constrained Operation Period” will begin upon the Initial Synchronization Date of the Interconnection Customer’s Small Generating Facility and will terminate on the date specified in writing in a notice from Connecting Transmission Owner to Interconnection Customer. During the Interim Constrained Operation Period, the Interconnection Customer shall ensure that the output of the Synergy Biogas facility delivered to the system of Connecting Transmission Owner is no more than 400 kVA at any time. In accordance with Good Utility Practice, the Interconnection Customer shall comply with all Operating Requirements deemed necessary for the Interim Constrained Operations Period.

## 2. Full Output Generator Test

The limitations during the Interim Constrained Operation Period set forth in Section 1 of this First Amendment shall not apply during the period when a full output generator test is conducted as scheduled and agreed to by the Interconnection Customer and Connecting Transmission Owner.

## 3. Damages or Costs Resulting From Violation of this Amendment

In the event that the output of the Synergy Biogas facility delivered to the system of Connecting Transmission Owner exceeds 400 kVA at any time in violation of the terms of this First Amendment, Interconnection Customer shall be liable for any resulting damages or costs to Connecting Transmission Owner or any third party, notwithstanding any other provision of the Interconnection Agreement.

## 4. Miscellaneous

This First Amendment shall become effective as of the date signed by both the Connecting Transmission Owner and Interconnection Customer. In the event of any conflict between this First Amendment and the Interconnection Agreement, this First Amendment shall govern. Any capitalized terms not defined in this First Amendment shall have the meanings ascribed thereto in the Interconnection Agreement.

## 5. Signatures

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

### For the Transmission Owner

Name: William Malee  
William Malee

Title: Director, Transmission Commercial Services

Date: 12-15-11

### For the Interconnection Customer

Name: Robert Blythe  
Robert Blythe

Title: President

Date: 12/15/11