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Service Agreement No. 2128

SMALL GENERATOR

INTERCONNECTION AGREEMENT (SGIA)

Between Niagara Mohawk Power Corporation d/b/a nationalgrid and WM

Renewables, LLC for the Monroe-Livingston Counties Landfill Generation Facility

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Attachment 6 - Transmission Owner’s Description of its Upgrades and Best Estimate of Upgrade Costs

This Interconnection Agreement (“Agreement”) is made and entered into this \_\_2nd\_\_ day of \_\_\_\_\_\_June\_\_\_\_\_\_\_, 2014 by Niagara Mohawk Power Corporation d/b/a
nationalgrid (“Transmission Owner” ), and WM Renewable Energy, L.L.C.
(“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties”.

Transmission Owner Information

“Transmission Owner ” Niagara Mohawk Power Corporation d/b/a nationalgrid Attention: Director, Transmission Commercial Services

City: Waltham State: MA Zip: 02451

Phone: 718-907-2242 Fax: 718-296-8088

Interconnection Customer Information

“Interconnection Customer”

Attention: WM Renewable Energy, L.L.C.
City: Houston State: TX Zip: 77433
Phone: 713-265-1672 Fax: 713-287-2423

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

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

Article 1. Scope and Limitations of Agreement

1.1 This Agreement shall be used for all Interconnection Requests submitted under

the Small Generator Interconnection Procedures (SGIP) except for those

submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.

1.2 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 Transmission Provider’s Transmission System.

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

Interconnection Customer’s power The purchase or delivery of power and other
services that the Interconnection Customer may require will be covered under
separate agreements. The Interconnection Customer will be responsible for
separately making all necessary arrangements (including scheduling) for delivery
of electricity with the New York Independent System Operator (Transmission
Provider).

1.4 Nothing in this Agreement is intended to affect any other agreement between the

Transmission Owner and the Interconnection Customer.

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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.

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, in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Transmission Owner shall construct, operate, and maintain its

Transmission System and Interconnection Facilities 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 sate 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
Transmission Owner or Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully

responsible for the facilities that it now or subsequently may own unless

otherwise specified in the Attachments to the Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Owner and the
Interconnection Customer, as appropriate, shall provide Interconnection
Facilities that adequately protect the Transmission Owner’s Transmission System, personnel, and other persons from damage and injury. The
allocation of responsibility for the design, installation, operation,
maintenance and ownership of Interconnection Facilities shall be
delineated in the Attachments to the Agreement.

1.5.6 The Transmission Owner shall coordinate with all Affected Systems to

support the interconnection.

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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 Tariff and / or by the
Transmission Owner for the Transmission Provider’s Transmission System and;

2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

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

1.8 Reactive Power

1.8.1 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 Transmission Provider has established
 different requirements that apply to all similarly situated generators in the
 control area on a comparable basis. The requirements of this paragraph
 shall not apply to wind generators.

1.8.2 The Transmission Provider is required to pay the Interconnection

Customer for reactive power that the Interconnection Customer provides
or absorbs from the Small Generating Facility when the Transmission
Provider requests the Interconnection Customer to operate its Small
Generating Facility outside the range specified in Article 1.8.1.

1.8.3 Payments shall be in accordance with the Tariff.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of

Terms in Attachment 1 or the body of this Agreement.

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

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Small Generating
 Facility and Interconnection Facilities prior to interconnection. The
 Interconnection Customer shall notify the Transmission Owner of such
 activities no fewer than five Business Days (or as may be agreed to by the
 Parties) prior to such testing and inspection. Testing and inspection shall
 occur on a Business Day. The Transmission Owner may, at its own
 expense, send qualified personnel to the Small Generating Facility site to
 inspect the interconnection and observe the testing. The Interconnection
 Customer shall provide the Transmission Owner a written test report when
 such testing and inspection is completed.

2.1.2 The Transmission Owner shall provide the Interconnection Customer

written acknowledgment that it has received the Interconnection

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

Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Transmission Owner shall use Reasonable Efforts to list applicable
 parallel operation requirements in Attachment 5 of this Agreement.
 Additionally, the Transmission Owner shall notify the Interconnection
 Customer of any changes to these requirements as soon as they are known.
 The Transmission Owner shall make Reasonable Efforts to cooperate with
 the Interconnection Customer in meeting requirements necessary for the
 Interconnection Customer to 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 Transmission Owners Transmission System
without prior written authorization of the Transmission Owner The
Transmission Owner will provide such authorization once the
Transmission Provider receives notification that the Interconnection
Customer has complied with all applicable parallel operation
requirements. Such authorization shall not be unreasonably withheld,
conditioned, or delayed.

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2.3 Right of Access

2.3.1. Upon reasonable notice, the 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 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 Transmission Owner
 shall have access to the Interconnection Customer’s premises for any
 reasonable purpose in connection with the performance of the obligations
 imposed on it by this Agreement or if necessary to meet its legal
 obligation to provide service to its customers.

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 Transmission Owner shall promptly file this
Agreement with the FERC upon execution, if required.

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.

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

3.3.2 Either 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 Transmission Owner’s Transmission System. The
 termination of this Agreement shall not relieve either Party of its liabilities
 and obligations, owed or continuing at the time of the termination.

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

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3.4.2 Routine Maintenance, Construction, and Repair

The Transmission Owner may interrupt interconnection service or curtail
the output of the Small Generating Facility and temporarily disconnect the
Small Generating Facility from the Transmission Owner’s Transmission
System when necessary for routine maintenance, construction, and repairs
on the Transmission Provider’s Transmission System. The Transmission
Owner shall provide the Interconnection Customer with five Business

Days notice prior to such interruption. The Transmission Owner shall use Reasonable Efforts to coordinate such reduction or temporary
disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Transmission Owner may suspend

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

3.4.4 Adverse Operating Effects

The Transmission Owner shall notify the Interconnection Customer as

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

Small Generating Facility may cause disruption or deterioration of service
to other customers served from the same electric system, or if operating
the Small Generating Facility could cause damage to the Transmission
Owner’s Transmission System or Affected Systems. Supporting
documentation used to reach the decision to disconnect shall be provided
to the Interconnection Customer upon request. If, after notice, the
Interconnection Customer fails to remedy the adverse operating effect
within a reasonable time, the Transmission Owner may disconnect the
Small Generating Facility. The 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
Transmission Owner before making any change to the Small Generating
Facility that may have a material impact on the safety or reliability of the
Transmission System. Such authorization shall not be unreasonably
withheld. Modifications shall be done in accordance with Good Utility

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Practice. If the Interconnection Customer makes such modification

without the Transmission Owner’s prior written authorization, the latter
shall have the right to temporarily disconnect the Small Generating
Facility.

3.4.6 Reconnection

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

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 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, and the 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
 Transmission Owner’s Interconnection Facilities.

4.2 Distribution Upgrades

The Transmission owner shall design, procure, construct, install, and own the

Distribution Upgrades described in Attachment 6 of this Agreement. If the

Transmission Owner and the Interconnection Customer agree, the Interconnection
Customer may construct Distribution Upgrades that are located on land owned by
the Interconnection Customer. The actual cost of the Distribution Upgrades,
including overheads, shall be directly assigned to the Interconnection Customer.

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Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades.

5.2 Network Upgrades

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

Network Upgrades described in Attachment 6 of this Agreement. If the

Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Transmission Owner elects to pay for
Network Upgrades, the actual cost of the Network Upgrades, including
overheads, shall be borne initially by the Interconnection Customer.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

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

5.2.2 Notwithstanding the foregoing, the Interconnection Customer, the

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

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Upgrades not previously repaid; however, full reimbursement shall not
extend beyond twenty (20) years from the commercial operation date.

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

5.3 Special Provisions for Affected Systems

Unless the Transmission Owner provides, under this Agreement, for the

repayment of amounts advanced to Affected System operator for Network

Upgrades, the Interconnection Customer and Affected System operator shall enter
into an agreement that provides for such repayment. The agreement shall specify
the terms governing payments to be made by the Interconnection Customer to
Affected System operator as well as the repayment by Affected System operator.

5.4 Rights Under Other Agreements

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

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

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The 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 the Parties. The
Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the
 Transmission owner’s Interconnection Facilities and/or Upgrades

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

6.2 Milestones None

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 Party 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 shall not
unreasonably withhold agreement to such an amendment unless 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 Transmission Provider’s
Interconnection Facilities and Upgrades, the Interconnection Customer shall
provide the Transmission Provider, 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 Transmission Provider 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 Transmission Provider’s Interconnection Facilities and Upgrades and shall
be reduced on a dollar-for-dollar basis for payments made to the Transmission
Provider under this Agreement during its term. In addition:

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6.3.1 The guarantee must be made by an entity that meets the creditworthiness
 requirements of the Transmission Provider, 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 insured reasonably acceptable to the Transmission Provider and must
 specify a reasonable expiration date.

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

Damages, and Default

7.1 Assignment

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

7.1.1 Either Party may assign this Agreement without the consent of the other
 Party to any affiliate of the assigning Party with an equal or greater credit
 rating and with the legal authority and operational ability to satisfy the
 obligations of the assigning Party under this Agreement;

7.1.2 The Interconnection Customer shall have the right to assign this

Agreement, without the consent of the Transmission Owner, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Transmission Owner of any such assignment.

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 Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees, relating to or arising from any act or omission in it performance of this Agreement, shall be limited to the
amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

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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.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party

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

7.3.3 If an indemnified person is entitled to indemnification under this article as

a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any
judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying party is obligated to indemnify and hold any

indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person’s actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of

the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party’s indemnification obligation unless such failure or delay is materially
prejudicial to the indemnifying party.

7.4 Consequential Damages

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

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liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean “any act of God,

labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or
equipment, 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 any act of negligence or intentional wrongdoing.”

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations

under this Agreement, the Party affected by the Force Majeure Event

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

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other
 than the payment of money) is the result of a Force Majeure Event as
 defined in this Agreement or the result of an act or omission of the other
 Party. Upon a Default, the non-defaulting Party shall give written notice
 of such Default to the defaulting Party. Except as provided in article

7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this article, or if a Default is not
 capable of being cured within the period provided for herein, the non-
 defaulting Party shall have the right to terminate this Agreement by

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written notice at any time until cure occurs, and be relieved of any further
obligation hereunder and, whether or not that Party terminates this
Agreement, to recover from the defaulting Party all amounts due
hereunder, plus all other damages and remedies to which it is entitled at
law or in equity. The provisions of this article will survive termination of
this Agreement.

Article 8. Insurance

8.1 The Interconnection Customer shall, at is own expense, maintain in force general

liability insurance without any exclusion for liabilities related to the

interconnection undertaken pursuant to this Agreement. The amount of such
insurance shall be sufficient to insure against all reasonably foreseeable direct
liabilities given the size and nature of the generating equipment being
interconnected, the interconnection itself, and the characteristics of the system to
which the interconnection is made. The Interconnection Customer shall obtain
additional insurance only if necessary as a function of owning and operating a
generating facility. Such insurance shall be obtained from an insurance provider
authorized to do business in the State where the interconnection is located.
Certification that such insurance is in effect shall be provided upon request of the
Transmission Provider, except that the Interconnection Customer of sufficient
credit-worthiness may propose to self-insure for such liability, and such a
proposal shall not be unreasonably rejected.

8.2 The Transmission Owner agrees to maintain general liability insurance of self-

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

8.3 The Parties further agree to notify each other 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.

9.2 Confidential Information dos 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

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enforce this Agreement. Each party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without prior written authorization

from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect

Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to

enforce its rights under this provision to prevent the release of

Confidential Information without bond or proof of damages, and may seek
other remedies available at law of in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 81 CFR §

1b.20, if FERC, during the course of an investigation or otherwise, requests

information from one of the Parties that is otherwise required to be maintained in
confidence pursuant to this Agreement, the Party shall provide the requested
information to FERC, within the time provided for in the request for information.
In providing the information to FERC, the Party may, consistent with 18 CFR §
388.112, request that the information be treated as confidential and non-public by
FERC and that the information be withheld from public disclosure. Parties are
prohibited from notifying the other Party to this Agreement prior to the release of
the Confidential Information to FERC. The Party shall notify the other Party to
this Agreement when it is notified by FERC that a request to release Confidential
Information has been received by FERC, at which time either of the Parties may
respond before such information would be made public, pursuant to 18 CFR §
388.112. Requests form a state regulatory body conducting a confidential
investigation shall be treated in a similar manner if consistent with the applicable
state rules and regulations.

Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the

interconnection process according to the provisions of this article.

10.2 In the event of a dispute, either Party shall provide the other Party with a written

Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within two Business Days after receipt of the

Notice, either Party may contact FERC’s Dispute Resolution Service (DRS) for assistance in resolving the dispute.

10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an

appropriate dispute resolution venue (e.g. mediation, settlement judge, early

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neutral evaluation, or technical expert) to assist the Parties in resolving their
dispute. DRS can be reached at 1-877-33-2237 or via the internet at
[http://www.ferc.gov/legal/adr.asp.](http://www.ferc.gov/legal/adr.asp./)

10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible

for one-half of any costs paid to neutral third-parties.

10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute

resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with

FERC policy and Internal Revenue Service requirements.

11.2 Each Party shall cooperate with the other to maintain the other Party’s tax status.

Nothing in this Agreement is intended to adversely affect the Transmission

Owner’s tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bond.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

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

12.2 Amendment

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

12.3 No Third-Party Beneficiaries

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

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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 considered
 a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this

Agreement shall not be deemed a continuing waiver or a waiver with

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

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement

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

12.6 Multiple Counterparts

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

12.7 No Partnership

This Agreement shall not interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or
undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or

adjudged to be invalid or illegal or unenforceable by any court of competent

jurisdiction or other Governmental Authority, (1) such portion or provision shall
be deemed separate and independent, (2) the Parties shall negotiate in good faith
to restore insofar as practicable the benefits to each Party that were affected by

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such ruling, and (3) the remainder of this Agreement shall remain in full force and
effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control

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

12.10 Environmental Release

Each Party shall notify the other Party, first orally and then in writing, of the

release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facilities or Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as
practicable, provided such Party make a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence and (2)
promptly furnish to the other Party copies of any publicly available reports filled with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this
Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the

hiring Party of any of its obligations under this Agreement. The

hiring Party shall be fully responsible to the other Party for the acts
or omission of any subcontractor the hiring Party hires as if no
subcontract had been made; provided, however, that in no event
shall the Transmission Owner be liable for the actions or inaction
of the Interconnection Customer or its subcontractors with respect
to 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.

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

any limitation of subcontractor’s insurance.

12.12 Reservation of Rights

The Transmission Owner shall have the right to make a unilateral filing with

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

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or

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

If to the Interconnection Customer:

Interconnection Customer: WM Renewable Energy, L.L.C. Attention: Randy Beck

Address: 1001 Fannin, Suite 4000

City: Houston State: TX Zip:77002

Phone: 713-265-1672 Fax: 713-287-2423

If to the Transmission Owner:

Transmission Owner: Niagara Mohawk Power Corporation d/b/a nationalgrid Attention: Director, Transmission Commercial Services

Address: 40 Sylvan Raod

City: Waltham State: MA Zip: 02451

Phone: (781) 907-2422 Fax: (781) 296-8088

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13.2 Billing and Payment

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

Interconnection Customer: WM Renewable Energy, L.L.C. Attention: Todd Roberts - Controller

Address: 1001 Fannin, Suite 4000

City: Houston State: TX Zip:77002

Phone: 713-328-7343 Fax: 713-287-2423

If to the Transmission Owner:

Transmission Owner: Niagara Mohawk Power Corporation d/b/a nationalgrid \_\_\_ Attention: Transmission Commercial Services

Address: 300 Erie Boulevard West

City: Syracuse State: NY Zip: 13202

Phone: (315) 428-5047 Fax: (315) 428-5114

13.3 Alternative Form of Notice

Any notice or request required or permitted to be given by either Party to the

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

If to the Interconnection Customer:

Interconnection Customer: WM Renewable Energy, L.L.C. Attention: Randy Beck

Address: 1001 Fannin, Suite 4000

City: Houston State: TX Zip:77002
Phone: 713-265-1672 Fax: 713-287-2423

If to the Transmission Owner:

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

Address: 300 Erie Boulevard West

City: Syracuse State: NY Zip: 13202

Phone: (315) 428-5047 Fax: (315) 428-5114

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13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the

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

If to the Interconnection Customer:

Interconnection Customer: WM Renewable Energy, L.L.C. Attention: Randy Beck

Address: 1001 Fannin, Suite 4000

City: Houston State: TX Zip: 77002
Phone: 713-265-1672 Fax: 713-287-2423

If to the Transmission Owner:

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

Address: 300 Erie Boulevard West

City: Syracuse State: NY Zip: 132042

Phone: (315) 428-5047 Fax: (315) 428-5114

13.5 Changes to the Notice Information

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

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Article 14. Signatures

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

For the Transmission Owner

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 William Malee

Title: Director, Transmission Commercial Services Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Interconnection Customer

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

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Attachment 1

Glossary of Terms

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

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

Business Day - Monday through Friday, excluding Federal Holidays.

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

Distribution System - The Transmission Owner’s facilities and equipment used to transmit

electricity to ultimate usage points such as homes and industries directly from nearby generators
or from interchanges with higher voltage transmission networks which transport bulk power over
longer distances. The voltage levels at which Distribution Systems operate differ among areas.

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

Owner’s Distribution System at or beyond the Point of Interconnection to facilitate

interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer’s wholesale sale of electricity in interstate commerce.
Distribution Upgrades do not include Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a

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

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

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

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

Interconnection Facilities - The Transmission Owner’s Interconnection Facilities and the

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

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

Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Transmission Owner’s Transmission System.

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

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

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

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

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

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party

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

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

Glossary of Terms

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

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

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

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

Upgrades - The required additions and modifications to the Transmission Provider’s

Transmission System at or beyond the Point of Interconnection. Upgrades may be Network
Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Glossary of Terms

Attachment 2

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

The Interconnection Customer shall continue to own and maintain its Interconnection
Facilities with Niagara Mohawk’s Transmission System, including the generator output
leads, the generator step-up transformer and associated equipment up to and including the substation take-off structure and disconnect switch No. 39, excluding Niagara Mohawk’s metering equipment.

The Transmission Owner’s Interconnection Facilities shall consist of Niagara Mohawk’s

0.77 mile 34.5 kV transmission line, including the associated right of way, from the jaw
side of disconnect switch No. 39 to Niagara Mohawk’s interconnection to the Caledonia

- Golah No. 213 line.

The Point of Interconnection shall be the interconnection to the Caledonia - Golah No. 213
line.

The Point of Change of Ownership shall be at the jaw side of disconnect switch No. 39.

Analog Output Data Access Service to Energy Management System (EMS) Remote
 Terminal (RTU’s)

Whereas, Niagara Mohawk is responsible for providing, installing and maintaining the Energy Management System (EMS) Remote Terminal Units (RTU’s) used to remotely collect metering and status data, to perform remote control operations, and to output data required in remote locations.

Whereas, Interconnection Customer desires to obtain data directly from the Niagara Mohawk EMS RTU for the purpose of operating its generating facility.

Now, therefore, the Parties, intending to be legally bound, agree to the following:

1. Services Provided: Niagara Mohawk agrees to provide and Interconnection

Customer agrees to accept subject to the terms and conditions herein, access to

analog output data directly from the Niagara Mohawk EMS RTU in the form of 4-

20 ma (milliamp) dc (direct current) analog signals. Four discrete data signals will be provided as follows: a 6 second Unit Desired Generation (UDG) value originating at the ISO, a 5 minute UDG value originating at the ISO, a reserve pickup indication originating at the ISO, and, a plant instantaneous Megawatt output value originating in revenue accuracy meters at the generating facility, uploaded to the EMS via the RTU, and simultaneously forwarded to the ISO and downloaded back to the RTU (“The Services”).

2. Limitation of Use: The Services provided applies solely to Interconnection

Customer’s single site location at Scottsville, New York. Interconnection

Customer shall not, without prior written permission from Niagara Mohawk

and/or the ISO, distribute, rent sublicense, lease, alter, modify or adapt the

obtained data. The Services are provided to the Interconnection Customer solely
for the purpose of operating its generating facility. While obtained data may be
disclosed to third parties working at Interconnection Customer’s single site
location in connection with the internal business operations of Interconnection
Customer, under no circumstances may data be other wise offered to or used by
any third party, except with the prior written consent of Niagara Mohawk and/or
the ISO.

3. Price: The annual cost of The Services is $1776.74 per year escalated at 2% per

year for each successive one year term of this agreement. The annual cost of The
Services is separate from, and in addition to, in any other costs contemplated
under this Small Generator Interconnection Agreement. The price shall be pre-
paid by Interconnection Customer within 30 days after receipt of a Niagara
Mohawk invoice

4. Conditions:

a. Niagara Mohawk will not provide any hardware, software or software

support required by the Interconnection Customer to translate, edit,

interpret or otherwise process or utilize the analog output signal data from the RTU.

b. If the RTU currently at the Interconnection Customer’s site is not

determined by Niagara Mohawk as suitable for providing the data specified
above, the Interconnection Customer will be responsible for all costs
incurred by Niagara Mohawk to replace the RTU with a suitable RTU.
Niagara Mohawk may replace the RTU at any time, without authorization
of the Interconnection Customer. All costs incurred by Niagara Mohawk
to adapt, operate, maintain and repair, modify, replace or otherwise alter its
RTU and other EMS equipment and software to continue to provide the
data specified above will be fully reimbursed by the Interconnection
Customer.

c. Niagara Mohawk will not be required to modify or otherwise alter the

software program in its RTU or EMS in any manner except to the extent required to provide the Interconnection Customer with the analog output signal data specified above.

d. If disputes arise regarding the interpretation of the data obtained from, or

output from the Niagara Mohawk RTU; Niagara Mohawk’s interpretation of the data will be utilized.

e. Planned and unplanned outage of Niagara Mohawk EMS, EMS RTU, and

revenue metering equipment; outages of telco communication facilities;
and, outage of ISO equipment will result in periodic loss of the signals
specified above. By signing this agreement, the Interconnection Customer
acknowledges that such outages will occur and will be prepared to take
whatever actions may be necessary to prevent damage to equipment.

f. Niagara Mohawk will make reasonable efforts to maintain equipment

under its control within the accuracy specifications of that equipment. Niagara Mohawk will investigate and rectify legitimate issues related to data accuracy for equipment within its control. Niagara Mohawk reserves the right to decline to investigate data accuracy if the problem is known to be the responsibility of another agency. Niagara Mohawk reserves the right to charge for investigating data accuracy problems.

g. Repair of the RTU or other EMS hardware and/or software as a result of

loss of the specified data signals would be completed during normal

business hours. Reasonable effort will be made to repair equipment and software in a timely fashion as circumstances permit.

5. Termination of The Services: In the event that Interconnection Customer should

be unable or unwilling to fulfill the terms of this agreement, or be in material
breach of this agreement, such as by using or disclosing the obtained data,
contrary to the requirements set forth in this agreement, The Services shall

automatically cease. In addition to termination rights for breaches of this

agreement, Niagara Mohawk shall have available to it all other remedies at law and in equity.

6. Warranty Disclaimer: DATA ACCESS AND OBTAINED DATA ARE

PROVIDED ‘AS IS’ WITHOUT WARRANTY OF ANY KIND OR

REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT
NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT
ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE
RISK AS TO THE RESULT AND PERFORMANCE OF THE DATA ACCESS
AND OBTAINED DATA IS ASSUMED BY INTERCONNECTION
CUSTOMER. SHOULD THE DATA ACCESS AND OBTAINED DATA
PROVE TO BE DEFECTIVE, INTERCONNECTION CUSTOMER (AND NOT
NIAGARA MOHAWK) ASSUMES THE ENTIRE COST OF ALL
NECESSARY CORRECTION.

7. Limitation of Liability: IN NO EVENT WILL NIAGARA MOHAWK BE

LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOST

PROFITS, COST OF COVER OR OTHER DIRECT, SPECIAL, INCIDENTAL,
CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE DATA
ACCESS AND/OR OBTAINED DATA, HOWEVER CAUSED OR ON ANY
THEORY OF LIABILITY. THIS LIMIATION WILL APPLY EVEN IF
NIAGARA MOHAWK HAS BEEN ADVISED OF THE POSSIBILIYT OF
SUCH DAMAGE. INTERCONNECTION CUSTOMER ACKNOWLEDGES
THAT THE SERVICES REFLECT THIS ALLOCATION OF RISK.

8. Severability: In the event any provisions of this agreement shall be adjudged by a

court of competent jurisdiction to be invalid or unenforceable for any reason

whatsoever, the invalidity or enforceability of said provision shall not effect the

validity or enforceability of any other provision of this agreement and such invalid
or unenforceable provision shall be deemed to be deleted from this agreement.

9. Applicable Law: This Agreement has been entered into and performed in the State

of New York and shall be governed, interpreted and construed in accordance with the laws of New York.

10. Waiver of Rights: No waiver of any right or default hereunder by either party
 hereto shall be deemed a continuing waiver or a waiver of any other right or
 default hereunder by such party.

11. Entire Agreement: This Agreement states the entire agreement between the parties
 and supersedes any and all prior verbal or written promises, statements,
 representations, understanding and agreements related to the subject matter
 hereof.

Attachment 3

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

Attachment 4

Milestones
 N/A

Attachment 5

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

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

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

Attachment 6

Transmission Owner’s Description of its Upgrades
 And Best Estimate of Upgrade Costs

N/A