FERC rendition of the electronically filed tariff records in Docket No. ER16-2287

Filing Data:

CID: C000038

Filing Title: SGIA 2293 between National Grid and Innovative/Colonie Company Filing Identifier: 1173

Type of Filing Code: 130

Associated Filing Identifier: 1172   
Tariff Title: NYISO Agreements   
Tariff ID: 58

Payment Confirmation: N   
Suspension Motion:

Tariff Record Data:

Record Content Description: Agreement No. 2293

Tariff Record Title: SGIA No. 2293 between National Grid and Innovative/Colonie Record Version Number: 0.1.0

Option Code: A

Tariff Record ID: 206

Tariff Record Collation Value: 8081100

Tariff Record Parent Identifier: 2

Proposed Date: 2016-04-29

Priority Order: 600

Record Change Type: Change Record Content Type: 2

Associated Filing Identifier: 1172

NYISO OATT SERVICE AGREEMENT No. 2293

INTERCONNECTION AGREEMENT

BETWEEN

NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID

AND

INNOVATIVE/COLONIE, LLC

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This Interconnection Agreement (“Agreement”) is made and entered into this 29th day   
of April, 2016, by and between Niagara Mohawk Power Corporation d/b/a National Grid,   
a corporation existing under the laws of the State of New York (“Connecting   
Transmission Owner”), and Innovative Colonie, 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 together as the   
“Parties.”

Connecting Transmission Owner Information

Niagara Mohawk Power Corporation d/b/a National Grid

Attention: Kathryn Cox-Arslan Director, Transmission Commercial Address: 40 Sylvan Road

City: Waltham State: MA Zip: 02451 Phone: (781) 907-2406

Fax: (781) 907-5707

Interconnection Customer Information   
 Innovative/Colonie, LLC

Attention: Dennis Plaster Senior Vice President Operations

Address: 2999 Judge Road

City: Oakfield State: New York Zip: 14125 Phone: 585-948-8580

Fax: 585-948-8584

With copies to:

Innovative/Colonie, LLC c/o Aria Energy Attention: General Counsel

Address: 6280 Dylan Dr #200 City: Novi, MI 48377

Phone: 248-380-3920   
Fax: 248-380-2038

Interconnection Customer Application No: N/A

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

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Article 1 Scope and Limitations of Agreement

1.1 Applicability

This Small Generator Interconnection Agreement (“SGIA”) 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 Parties understand that the New York Independent System Operator

(“NYISO”) will provide Energy Resource Interconnection Service and/or

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

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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, 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 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 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 Connecting Transmission Owner shall cooperate with the NYISO to

coordinate with all Affected Systems to support the interconnection.

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

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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

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 established by the

Connecting Transmission Owner on a comparable basis, until NYISO has

established different requirements that apply to all similarly situated generators in the New York Control Area on a comparable basis.

1.8.2 The Parties understand that Interconnection Customer shall be paid by the NYISO   
 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.

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms used herein that are not so   
defined shall have the meanings specified in Section 32.5 or Attachment S or Attachment X of   
the NYISO OATT.

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

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility

and Interconnection Facilities prior to interconnection. The Interconnection   
Customer shall notify the NYISO and the Connecting Transmission Owner of   
such activities no fewer than five Business Days (or as may be agreed to by the   
Parties) prior to such testing and inspection. Testing and inspection shall occur on   
a Business Day. The Connecting Transmission Owner may, at its own expense,   
send qualified personnel to the Small Generating Facility site to inspect the   
interconnection and observe the testing. The Interconnection Customer shall   
provide the NYISO and Connecting Transmission Owner a written test report   
when such testing and inspection is completed. The Small Generating Facility   
may not commence parallel operations if the NYISO, in consultation with the   
Connecting Transmission Owner, finds that the Small Generating Facility has not   
been installed as agreed upon or may not be operated in a safe and reliable   
manner.

2.1.2 The Connecting Transmission Owner shall, and the NYISO may, 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 Connecting Transmission Owner, in consultation with the NYISO, shall use   
 Reasonable Efforts to list applicable parallel Operating Requirements in   
 Attachment 5 of this Agreement. Additionally, the Connecting Transmission   
 Owner, in consultation with the NYISO, shall notify the Interconnection   
 Customer of any changes to these requirements as soon as they are known. The   
 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 Parties understand that the   
NYISO, in consultation with the Connecting Transmission Owner, will provide   
such authorization once the NYISO receives notification that the Interconnection   
Customer has complied with all applicable parallel Operating Requirements.   
Such authorization shall not be unreasonably withheld, conditioned, or delayed.

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2.3 Right of Access

2.3.1 Upon reasonable notice, the NYISO and/or Connecting Transmission Owner may   
 send a qualified person to the premises of the Interconnection Customer at or   
 immediately before the time the Small Generating Facility first produces energy   
 to inspect the interconnection, and observe the commissioning of the Small   
 Generating Facility (including any required testing), startup, and operation for a   
 period of up to three Business Days after initial start-up of the unit. In addition,   
 the Interconnection Customer shall notify the NYISO and Connecting   
 Transmission Owner at least five Business Days prior to conducting any on-site   
 verification testing of the Small Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and   
 upon reasonable notice, or at any time without notice in the event of an   
 emergency or hazardous condition, the NYISO and Connecting Transmission   
 Owner each shall have access to the Interconnection Customer’s premises for any   
 reasonable purpose in connection with the performance of the obligations   
 imposed on them by this Agreement or if necessary to meet their legal obligation   
 to provide service to their customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this   
 article.

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Article 3 Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

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

acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The 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 Connecting   
Transmission Owner shall file, or cause to be filed, this Agreement and the Connecting   
Transmission Owner 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 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 Connecting Transmission Owner 20 Business Days written notice. The

Connecting Transmission Owner may terminate this Agreement after the Small

Generating Facility is Retired.

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 New York State Transmission System or the Distribution System, as applicable. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the nonterminating Party’s Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities

and obligations, owed or continuing at the time of the termination. The

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

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Connecting Transmission Owner or into an interest bearing escrow account,

pending resolution of the dispute in accordance with Article 10 of this Agreement. To the extent the dispute is resolved in the Interconnection Customer’s favor, that portion of the disputed amount will be returned to the Interconnection Customer with interest at rates applicable to refunds under the Commission’s regulations.   
To the extent the dispute is resolved in the Connecting Transmission Owner’s   
favor, that portion of any escrowed funds and interest will be released to the   
Connecting Transmission Owner.

3.3.5 The limitations of liability, indemnification and confidentiality provisions of this   
 Agreement shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

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

3.4.1 Emergency Conditions

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

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

3.4.2 Routine Maintenance, Construction, and Repair

The NYISO or Connecting Transmission Owner may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small   
Generating Facility from the New York State Transmission System or Distribution System when necessary for routine maintenance, construction, and repairs on the New York State

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Transmission System or Distribution System. NYISO or the Connecting Transmission Owner shall provide the Interconnection Customer with five Business Days notice prior to such   
interruption. The Connecting Transmission Owner shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer. The Parties understand that any actions the NYISO is authorized to take under this article 3.4.2 are   
conditioned upon the NYISO’s use of 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 Connecting Transmission   
Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice.   
If prior notice is not given, the Connecting Transmission Owner shall, upon request, provide the   
Interconnection Customer written documentation after the fact explaining the circumstances of   
the disconnection.The Parties understand that any suspension or disconnection the NYISO is   
authorized to make under this article 3.4.3 are conditioned upon: (i) the NYISO’s use of   
Reasonable Efforts to provide the Interconnection Customer with prior notice; and (ii) if prior   
notice is not given, the NYISO’s provision to the Interconnection Customer, upon request, of   
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 NYISO   
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

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temporarily disconnect the Small Generating Facility. If disconnected, the Small Generating

Facility will not be reconnected until the unauthorized modifications are authorized or removed.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility,

Interconnection Facilities, and the New York State Transmission System and Distribution

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

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Article 4 Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection

Facilities itemized in Attachment 2 of this Agreement. The 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, 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 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. The Interconnection Customer shall be responsible for its share   
of all reasonable expenses, including overheads, associated with owning, operating, maintaining,   
repairing, and replacing the Distribution Upgrades, as set forth in Attachment 6 to this   
Agreement.

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Article 5 Cost Responsibility for System Upgrade Facilities and System Deliverability

Upgrades

5.1 Applicability

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

5.2 System Upgrades

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

System Upgrade Facilities and System Deliverability Upgrades described in Attachment 6 of this Agreement. To the extent that design work is necessary in addition to that already accomplished in the Class Year facilities study for the Interconnection Customer, the Connecting Transmission Owner shall perform or cause to be performed such work. If the Parties agree, the   
Interconnection Customer may construct System Upgrade Facilities and System Deliverability Upgrades that are located on land owned by the Interconnection Customer.

5.2.1 As described in Section 32.3.5.3 of the SGIP in Attachment Z of the NYISO

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 NYISO 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 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 NYISO OATT. 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.

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Article 6 Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Connecting Transmission Owner shall bill the Interconnection Customer for

the design, engineering, construction, and procurement costs of Interconnection

Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the 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 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

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

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

6.3 Financial Security Arrangements

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

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

Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the

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

6.3.1 The guarantee must be made by an entity that meets the creditworthiness

requirements of the Connecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2 The letter of credit or surety bond must be issued by a financial institution or   
 insurer reasonably acceptable to the Connecting Transmission Owner and must   
 specify a reasonable expiration date.

6.3.3 Notwithstanding the above, Security posted for System Upgrade Facilities for a   
 Small Generating Facility required to enter the Class Year process, or cash or   
 Security provided for System Deliverability Upgrades, shall meet the   
 requirements for Security contained in Attachment S to the NYISO OATT.

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

and Default

7.1 Assignment

This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1 A Party may assign this Agreement without the consent of the other Party to any   
 affiliate of the assigning Party with an equal or greater credit rating and with the   
 legal authority and operational ability to satisfy the obligations of the assigning   
 Party under this Agreement, provided that the Interconnection Customer promptly   
 notifies the Connecting Transmission Owner of any such assignment. A Party   
 may assign this Agreement without the consent of the other Party 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 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 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 its 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.

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 Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and   
 hold harmless the other Party (the “ Indemnified Party”) from, any and all

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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 an 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 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

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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 NYISO OATT.

7.5.2 If an event of Force Majeure 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 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 Party. 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 Party 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 that Party terminates this Agreement, to   
recover from the Defaulting Party all amounts due hereunder, plus all other   
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

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deemed withdrawn pursuant to the SGIP during the term of this Agreement, this Agreement shall terminate.

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Article 8 Insurance

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

liability insurance without any exclusion for liabilities related to the interconnection

undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient   
to insure against all reasonably foreseeable direct liabilities given the size and nature of   
the generating equipment being interconnected, the interconnection itself, and the   
characteristics of the system to which the interconnection is made. Such insurance   
coverage is specified in Attachment 7 to this Agreement. The Interconnection Customer   
shall obtain additional insurance only if necessary as a function of owning and operating   
a generating facility. Such insurance shall be obtained from an insurance provider   
authorized to do business in New York State where the interconnection is located.   
Certification that such insurance is in effect shall be provided upon request of the   
Connecting Transmission Owner, except that the Interconnection Customer shall show   
proof of insurance to the Connecting Transmission Owner no later than ten Business   
Days prior to the anticipated commercial operation date. An Interconnection Customer   
of sufficient creditworthiness may propose to self-insure for such liabilities, and such a   
proposal shall not be unreasonably rejected.

8.2 Connecting Transmission Owner agrees to maintain general liability insurance or self-

insurance consistent with the existing commercial practice. Such insurance or self-  
insurance shall not exclude the liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify one another whenever an accident or incident occurs

resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

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Article 9 Confidentiality

9.1 Confidential Information shall mean any confidential and/or proprietary information

provided by one Party to the other Party that is clearly marked or otherwise designated   
“Confidential.” For purposes of this Agreement all design, operating specifications, and   
metering data provided by the Interconnection Customer shall be deemed Confidential   
Information regardless of whether it is clearly marked or otherwise designated as such.   
Confidential Information shall include, without limitation, information designated as   
such by the NYISO Code of Conduct contained in Attachment F to the NYISO 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 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 or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR §

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

information from the other Party 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 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 from a state regulatory body conducting a confidential   
investigation shall be treated in a similar manner if consistent with the applicable   
state rules and regulations.

9.4 Consistent with the provisions of this article 9, the Parties to this Agreement will

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

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

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Article 10 Disputes

10.1 The 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. If the Parties cannot promptly resolve the dispute on an informal basis, then either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

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

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

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

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

evaluation, or technical expert) to assist the Parties in resolving their dispute. The result of this dispute resolution process will be binding only if the Parties agree in advance. DRS can be reached at 1-877-337-2237 or via the internet at

[http://www.ferc.gov/legal/adr.asp.](http://www.ferc.gov/legal/adr.asp./)

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

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

10.6 If either 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.

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Article 11 Taxes

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

policy and Internal Revenue Service requirements.

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

Nothing in this Agreement is intended to adversely affect the tax status of either Party 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, TaxExempt 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 NYISO OATT. Except where otherwise noted, all costs,   
deposits, financial obligations and the like specified in this Agreement shall be assumed not to reflect the impact of applicable taxes.

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Article 12 Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

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

12.2 Amendment

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

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, any   
subcontractor of the Connecting Transmission Owner assisting that Party 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, either Party’s compliance with its obligations under this Agreement.

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12.6 Multiple Counterparts

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

12.7 No Partnership

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

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

obligation or partnership liability upon either 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, the other Party.

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects 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 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 Facility or the 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 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 Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any

subcontractor as it deems appropriate to perform its obligations under this Agreement; provided,

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however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other 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 to the extent provided for in   
Sections 32.7.2 and 32.7.3 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 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 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 the other Party and to participate fully in any proceeding before FERC in which such modifications may be   
considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under   
Sections 205 or 206 of the Federal Power Act and FERC’s rules and regulations, except to the   
extent that the Parties otherwise agree as provided herein.

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Article 13 Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“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:

Innovative/Colonie, LLC

Attention: Dennis Plaster Senior Vice President Operations

Address: 2999 Judge Road

City: Oakfield State: New York Zip: 14125 Phone: 585-948-8580

Fax: 585-948-8584

If to the Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a/ National Grid

Attention: Kathryn Cox-Arslan, Director, Transmission Commercial Address:40 Sylvan Road

City: Waltham State: MA Zip: 02451

Phone: (781) 907-2406   
Fax: (781) 907-5707

E-mail: Kathryn.cox@nationalgrid.com

If to the NYISO:

Before commercial operation of the Small Generating Facility:

Attention: Vice President, System and Resource Planning

Address: New York Independent System Operator, Inc., 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000   
Fax: (518) 356-6118

After commercial operation of the Small Generating Facility:

Attention: Vice President, Operations

Address: New York Independent System Operator, Inc., 3890 Carman Road City: Schenectady State: NY Zip: 12303

Phone: (518) 356-6000

Fax: (518) 356-6118

13.2 Billing and Payment

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

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Interconnection Customer: Innovative/Colonie, LLC c/o Aria Energy   
 Attention: Accounting Payables

Address: 6280 Dylan Dr #200, City: Novi, State: MI, Zip: 48377

Connecting Transmission Owner: Niagara Mohawk Corporation d/b/a National Grid   
 Attention: William L. Malee, Director, Transmission Commercial   
 Address: 40 Sylvan Road

City: Waltham State: MA Zip: 02451

E-mail: bill.malee@nationalgrid.com

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, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

[Innovative / Colonie,LLC c/o Aria Energy

Attention: Dennis Plaster Senior Vice President Operations Address: 2999 Judge Road

City: Oakfield State: New York Zip: 14125 Phone: 585-948-8580

Fax: 585-948-8584

If to the Connecting Transmission Owner:

Niagara Mohawk Power Corporation d/b/a National Grid

Attention: Kathryn Cox-Arslan, Director, Transmission Commercial Address: 40 Sylvan Road

City: Waltham State: MA Zip: 02451

Phone: (781) 907-2406   
Fax: (781) 907-5707

E-mail: Kathryn.cox@nationalgrid.com

If to the NYISO:

Before commercial operation of the Small Generating Facility:

Attention: Vice President, System and Resource Planning

Address: New York Independent System Operator, Inc., 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000   
Fax: (518) 356-6118

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After commercial operation of the Small Generating Facility:

Attention: Vice President, Operations

Address: New York Independent System Operator, Inc., 3890 Carman Road City: Schenectady State: NY Zip: 12303

Phone: (518) 356-6000

Fax: (518) 356-6118

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:

Innovative/Colonie, LLC

Attention: Dennis Plaster Senior Vice President Operations

Address: 2999 Judge Road

City: Oakfield State: New York Zip: 14125 Phone: 585-948-8580

Fax: 585-948-8584

With copies to:

Innovative/Colonie, LLC c/o Aria Energy Attention: General Counsel

Address: 6280 Dylan Dr #200 City: Novi, MI 48377

Phone: 248-380-3920   
Fax: 248-380-2038

Connecting Transmission Owner’s Operating Representative:

Niagara Mohawk Corporation d/b/a National Grid Attention: Kathryn Cox-Arslan

Address: 40 Sylvan Road

City: Waltham State: MA Zip: 02451

Phone: (781) 907-2406   
Fax: (781) 907-5707

E-mail: Kathryn.cox@nationalgrid.com

NYISO’s Operating Representative:

Before commercial operation of the Small Generating Facility:

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Attention: Vice President, System and Resource Planning

Address: New York Independent System Operator, Inc., 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000   
Fax: (518) 356-6118

After commercial operation of the Small Generating Facility:

Attention: Vice President, Operations

Address: New York Independent System Operator, Inc., 3890 Carman Road City: Schenectady State: NY Zip: 12303

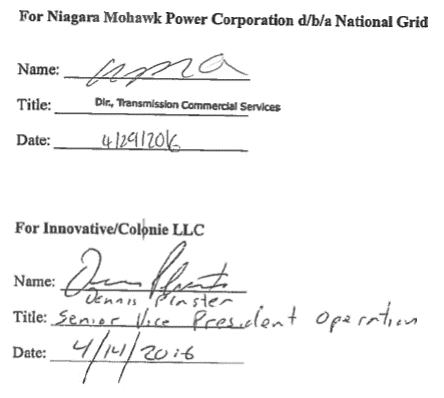
Phone: (518) 356-6000

Fax: (518) 356-6118

13.5 Changes to the Notice Information

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

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Article 14 Signatures

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

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Attachment 1

Glossary of Terms

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

Affected System Operator- Affected System Operator shall mean the operator of any Affected   
System.

Affected Transmission Owner -- The New York public utility or authority (or its designated agent) other than the Connecting Transmission Owner that (i) owns facilities used for the   
transmission of Energy in interstate commerce and provides Transmission Service under the Tariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York State Transmission System where System Deliverability Upgrades or System Upgrade Facilities are installed pursuant to Attachment Z and Attachment S to the NYISO 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   
NYISO 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 NYISO 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

interconnect the Interconnection Customer’s Small Generating Facility to the New York State   
Transmission System or Distribution System in accordance with the NYISO Deliverability

Interconnection Standard, to enable the New York State Transmission System to deliver electric capacity from the Small Generating Facility, pursuant to the terms of the NYISO OATT.

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 this SGIA.

Deliverability Interconnection Standard - The standard that must be met by any Small

Generating Facility larger than 2MW proposing to interconnect to the New York State

Transmission System or Distribution System and to become a qualified Installed Capacity

Supplier, and must be met by any merchant transmission project proposing to interconnect to the   
New York State Transmission System and receive Unforced Capacity Delivery Rights. To meet   
the NYISO Deliverability Interconnection Standard, the Interconnection Customer must, in   
accordance with the rules in Attachment S to the NYISO OATT, fund or commit to fund the   
System Deliverability Upgrades identified for its project in the Class Year Deliverability Study.

Default -The failure of a Party in Breach of this Agreement to cure such Breach under this   
SGIA.

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 LGIP or SGIP 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 NYISO 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   
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.

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 NYISO   
OATT.

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.

Minimum Interconnection Standard -The reliability standard that must be met by any Small   
Generating Facility proposing to connect to the New York State Transmission System or   
Distribution System. The Standard is designed to ensure reliable access by the proposed project

to the New York State Transmission System. The Standard does not impose any deliverability test or deliverability requirement on the proposed interconnection.

New York State Transmission System -New York State Transmission System shall mean 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.

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 this SGIA.   
Operating Requirements shall include Applicable Reliability Standards.

Party or Parties -Connecting Transmission Owner or Interconnection Customer or both.

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.

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

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

System Upgrade Facilities - The least costly configuration of commercially available

components of electrical equipment that can be used, consistent with good utility practice and   
Applicable Reliability Requirements to make the modifications to the existing transmission   
system that are required to maintain system reliability due to: (i) changes in the system,   
including such changes as load growth and changes in load pattern, to be addressed in the form   
of generic generation or transmission projects; and (ii) proposed interconnections. In the   
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.

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 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.

The expansion is the addition of one (1) Caterpillar G3520C Landfill Gas Engine

Generator Set rated at 1.6 MW to the existing Landfill Gas to Electric Power Facility rated at 4.8   
MWH consisting of three (3) Caterpillar G3520C Landfill Gas Engine Generator Sets each rated   
at 1.6 MW.

a) Developer’s Attachment Facilities: Colonie Landfill Cogen is served by a

radial tap from the Company’s 34.5kV sub-transmission system, CrescentSchool Street #17 line. The developer accepts service through their own Customer-owned electric substation which includes a main disconnect (Switch #1788), Company metering, Circuit Breaker R61, Transformer and various relay and associated protective devices.

(b) Connecting Transmission Owner’s Attachment Facilities: The

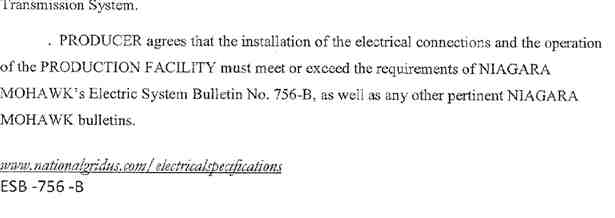
Connecting Transmission Owner, National Grid, provides a three-phase

34.5kV, single circuit service lateral (tap) to the Customer’s Facility. The   
Company attaches to the Customer’s take-off structure with Company-  
owned strain insulators, which provide the line of demarcation between   
the Company and Customer facilities (with exception of Company billing   
metering transformers and meter, which are the only assets within the   
substation owned, operated and maintained by National Grid). Reference   
Colonie Operating Landfill Cogen Operating Diagram dated 1-14   
(attached). The lightning arresters which are tapped on the line side of the   
Colonie Landfill Substation 1788 switch are owned, operated and   
maintained by Colonie Landfill.

(c) Point of Interconnection: The Company provides a three phase single

circuit tap to the Customer’s take-off structure. The point of

interconnection between the Company and Customer facilities is the jawside of Customer-owned switch #1788 located on the Company’s take-off structure. Note the presence of Customer-owned arresters upstream of Customer-owned switch 1788. See “b” above.

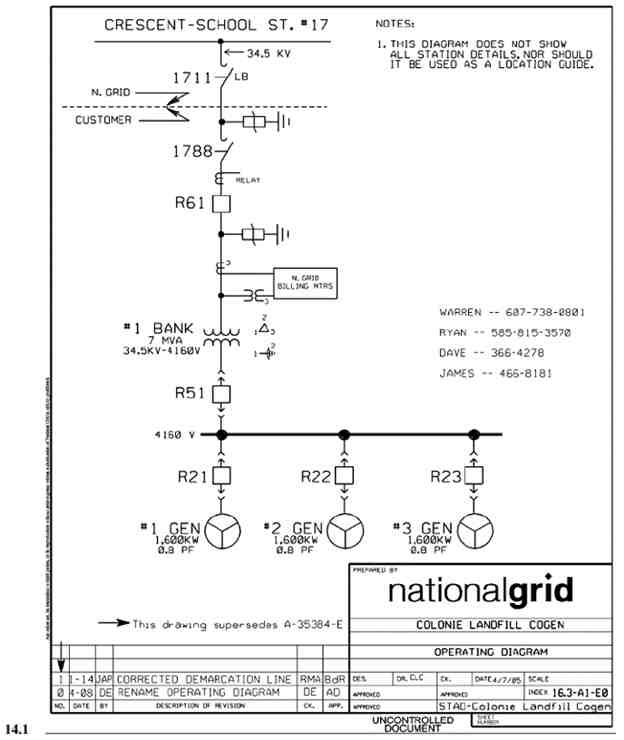


(d) Point of Change of Ownership: The Customer owns all facilities

electrically downstream from the Company’s strain insulators, located on   
the Customer’s take-off structure (with exception of Company billing   
metering transformers and meter and lightning arresters which are tapped   
on the line side of the Customer’s main disconnect switch 1788).

Attachment 3

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



Attachment 4   
Milestones

In-Service Date:

Critical milestones and responsibility as agreed to by the Parties:

Milestone/Date

(1)

(2)

(3)

(4)

(5)

(6)

(7)

(8)

(9)

(10)

Agreed to by:

For the Connecting Transmission Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Interconnection Customer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Responsible Party

Date\_\_\_\_\_\_\_\_\_\_\_   
Date\_\_\_\_\_\_\_\_\_\_\_

Attachment 5

Additional Operating Requirements for the New York State Transmission System, the Distribution System and Affected Systems Needed to Support the Interconnection   
 Customer’s Needs

The 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.

Attachment 6

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

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

Attachment 7

Insurance Coverage