SERVICE AGREEMENT NO. 2833

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STANDARD SMALL GENERATOR

INTERCONNECTION AGREEMENT
 AMONG THE

NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.,
 ORANGE AND ROCKLAND UTILITIES, INC.,

AND

LITTLE POND SOLAR, LLC
Dated as of January 31, 2024

(Little Pond Solar Project)

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This Standard Small Generator Interconnection Agreement (“Agreement” or “SGIA”) is made
and entered into this 31st day of January, 2024, by and among the New York Independent
System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the
State of New York (“NYISO”) and Orange and Rockland Utilities, Inc., a transportation
corporation organized and existing under the laws of the State of New York (“Connecting
Transmission Owner”), and Little Pond Solar, LLC, a limited liability company organized and
existing under the laws of the State of Delaware (“Interconnection Customer”) each hereinafter
sometimes referred to individually as “Party” or referred to collectively as the “Parties.”

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

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Article 1 Scope and Limitations of Agreement

1.1 Applicability

This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW
Inverter Process contained in SGIP Attachment 5.

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection

Customer’s Small Generating Facility will interconnect with, and operate in parallel with, the New York State Transmission System or the Distribution System.

1.3 Scope of Interconnection Service

1.3.1 The NYISO will provide Energy Resource Interconnection Service and Capacity
 Resource Interconnection Service to Interconnection Customer at the Point of
 Interconnection.

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

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

1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement by and among the

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

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all
 Applicable Laws and Regulations, Operating Requirements, and Good Utility
 Practice.

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1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain

its Small Generating Facility and construct, operate, and maintain its

Interconnection Facilities in accordance with the applicable manufacturer’s

recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

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

Interconnection Facilities and Upgrades covered by this Agreement in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in

accordance with applicable specifications that meet or exceed those provided by
the National Electrical Safety Code, the American National Standards Institute,
IEEE, Underwriter’s Laboratory, and Operating Requirements in effect at the time
of construction and other applicable national and state codes and standards. The
Interconnection Customer agrees to design, install, maintain, and operate its Small
Generating Facility so as to reasonably minimize the likelihood of a disturbance
adversely affecting or impairing the system or equipment of the Connecting

Transmission Owner or Affected Systems.

1.5.5 The Connecting Transmission Owner and Interconnection Customer shall operate,

maintain, repair, and inspect, and shall be fully responsible for the facilities that it
now or subsequently may own unless otherwise specified in the Attachments to
this Agreement. Each of those Parties shall be responsible for the safe
installation, maintenance, repair and condition of their respective lines and
appurtenances on their respective sides of the point of change of ownership. The
Connecting Transmission Owner and the Interconnection Customer, as
appropriate, shall provide Interconnection Facilities that adequately protect the
Connecting Transmission Owner’s electric system, personnel, and other persons
from damage and injury. The allocation of responsibility for the design,
installation, operation, maintenance and ownership of Interconnection Facilities
shall be delineated in the Attachments to this Agreement.

1.5.6 The NYISO shall coordinate with all Affected Systems to support the

interconnection. The Connecting Transmission Owner shall cooperate with the NYISO in these efforts.

1.5.7 The Interconnection Customer shall ensure “frequency ride through” capability

and “voltage ride through” capability of its Small Generating Facility. The

Interconnection Customer shall enable these capabilities such that its Small

Generating Facility shall not disconnect automatically or instantaneously from the
system or equipment of the Connecting Transmission Owner and any Affected
Systems for a defined under-frequency or over-frequency condition, or an under-
voltage or over-voltage condition, as tested pursuant to section 2.1 of this
agreement. The defined conditions shall be in accordance with Good Utility
Practice and consistent with any standards and guidelines that are applied to other
generating facilities in the Balancing Authority Area on a comparable basis. The

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Small Generating Facility’s protective equipment settings shall comply with the
Transmission Owner’s automatic load-shed program. The Transmission Owner
shall review the protective equipment settings to confirm compliance with the
automatic load-shed program. The term “ride through” as used herein shall mean
the ability of a Small Generating Facility to stay connected to and synchronized
with the system or equipment of the Transmission Owner and any Affected
Systems during system disturbances within a range of conditions, in accordance
with Good Utility Practice and consistent with any standards and guidelines that
are applied to other generating facilities in the Balancing Authority on a
comparable basis. The term “frequency ride through” as used herein shall mean
the ability of a Small Generating Facility to stay connected to and synchronized
with the system or equipment of the Transmission Owner and any Affected
Systems during system disturbances within a range of under-frequency and over-
frequency conditions, in accordance with Good Utility Practice and consistent
with any standards and guidelines that are applied to other generating facilities in
the Balancing Authority Area on a comparable basis. The term “voltage ride
through” as used herein shall mean the ability of a Small Generating Facility to
stay connected to and synchronized with the system or equipment of the
Transmission Owner and any Affected Systems during system disturbances
within a range of under-voltage and over-voltage conditions, in accordance with
Good Utility Practice and consistent with any standards and guidelines that are
applied to other generating facilities in the Balancing Authority Area on a
comparable basis.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not
limited to: (1) the rules and procedures concerning the operation of generation set forth in the NYISO tariffs or ISO Procedures or the Connecting Transmission Owner’s tariff; (2) any
requirements consistent with Good Utility Practice or that are necessary to ensure the safe and reliable operation of the Transmission System or Distribution System; and (3) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

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

1.8 Reactive Power and Primary Frequency Response

1.8.1 Power Factor Design Criteria

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1.8.1.1 Synchronous Generation. The Interconnection Customer shall design its
Small Generating Facility to maintain a composite power delivery at continuous
rated power output at the Point of Interconnection at a power factor within the
range of 0.95 leading to 0.95 lagging, unless the NYISO or the Transmission
Owner in whose Transmission District the Small Generating Facility
interconnects has established different requirements that apply to all similarly
situated generators in the New York Control Area or Transmission District (as
applicable) on a comparable basis, in accordance with Good Utility Practice.

1.8.1.2 Non-Synchronous Generation. The Interconnection Customer shall

design its Small Generating Facility to maintain a composite power delivery at
continuous rated power output at the high-side of the generator substation at a
power factor within the range of 0.95 leading to 0.95 lagging, unless the NYISO
or the Transmission Owner in whose Transmission District the Small Generating
Facility interconnects has established a different power factor range that applies to
all similarly situated non-synchronous generators in the control area or
Transmission District (as applicable) on a comparable basis, in accordance with
Good Utility Practice. This power factor range standard shall be dynamic and can
be met using, for example, power electronics designed to supply this level of
reactive capability (taking into account any limitations due to voltage level, real
power output, etc.) or fixed and switched capacitors, or a combination of the two.
This requirement shall only apply to newly interconnecting non-synchronous
generators that have not yet executed a Facilities Study Agreement as of
September 21, 2016.

1.8.2 The NYISO is required to pay the Interconnection Customer for reactive power,

or voltage support service, that the Interconnection Customer provides from the Small Generating Facility in accordance with Rate Schedule 2 of the NYISO Services Tariff.

1.8.3 Primary Frequency Response. Interconnection Customer shall ensure the primary

frequency response capability of its Small Generating Facility by installing,

maintaining, and operating a functioning governor or equivalent controls. The
term “functioning governor or equivalent controls” as used herein shall mean the
required hardware and/or software that provides frequency responsive real power
control with the ability to sense changes in system frequency and autonomously
adjust the Small Generating Facility’s real power output in accordance with the
droop and deadband parameters and in the direction needed to correct frequency
deviations. Interconnection Customer is required to install a governor or

equivalent controls with the capability of operating: (1) with a maximum 5

percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant
droop, deadband, and timely and sustained response settings from an approved
Applicable Reliability Standard providing for equivalent or more stringent
parameters. The droop characteristic shall be: (1) based on the nameplate
capacity of the Small Generating Facility, and shall be linear in the range of
frequencies between 59 to 61 Hz that are outside of the deadband parameter; or

(2) based on an approved Applicable Reliability Standard providing for an

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equivalent or more stringent parameter. The deadband parameter shall be: the
range of frequencies above and below nominal (60 Hz) in which the governor or
equivalent controls is not expected to adjust the Small Generating Facility’s real
power output in response to frequency deviations. The deadband shall be
implemented: (1) without a step to the droop curve, that is, once the frequency
deviation exceeds the deadband parameter, the expected change in the Small
Generating Facility’s real power output in response to frequency deviations shall
start from zero and then increase (for under-frequency deviations) or decrease (for
over-frequency deviations) linearly in proportion to the magnitude of the
frequency deviation; or (2) in accordance with an approved Applicable Reliability
Standard providing for an equivalent or more stringent parameter.
Interconnection Customer shall notify NYISO that the primary frequency
response capability of the Small Generating Facility has been tested and
confirmed during commissioning. Once Interconnection Customer has
synchronized the Small Generating Facility with the New York State
Transmission System, Interconnection Customer shall operate the Small
Generating Facility consistent with the provisions specified in Articles 1.8.3.1 and

1.8.3.2 of this Agreement. The primary frequency response requirements

contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

1.8.3.1 Governor or Equivalent Controls. Whenever the Small Generating Facility
is operated in parallel with the New York State Transmission System,
Interconnection Customer shall operate the Small Generating Facility with its
governor or equivalent controls in service and responsive to frequency.
Interconnection Customer shall: (1) in coordination with NYISO, set the
deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter
to a maximum of 5 percent; or (2) implement the relevant droop and deadband
settings from an approved Applicable Reliability Standard that provides for
equivalent or more stringent parameters. Interconnection Customer shall be
required to provide the status and settings of the governor and equivalent controls
to NYISO and/or the Connecting Transmission Owner upon request. If
Interconnection Customer needs to operate the Small Generating Facility with its
governor or equivalent controls not in service, Interconnection Customer shall
immediately notify NYISO and the Connecting Transmission Owner, and provide
both with the following information: (1) the operating status of the governor or
equivalent controls (i.e., whether it is currently out of service or when it will be
taken out of service); (2) the reasons for removing the governor or equivalent
controls from service; and (3) a reasonable estimate of when the governor or
equivalent controls will be returned to service. Interconnection Customer shall
make Reasonable Efforts to return its governor or equivalent controls into service
as soon as practicable. Interconnection Customer shall make Reasonable Efforts
to keep outages of the Small Generating Facility’s governor or equivalent controls
to a minimum whenever the Small Generating Facility is operated in parallel with
the New York State Transmission System.

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1.8.3.2 Timely and Sustained Response. Interconnection Customer shall ensure
that the Small Generating Facility’s real power response to sustained frequency
deviations outside of the deadband setting is automatically provided and shall
begin immediately after frequency deviates outside of the deadband, and to the
extent the Small Generating Facility has operating capability in the direction
needed to correct the frequency deviation. Interconnection Customer shall not
block or otherwise inhibit the ability of the governor or equivalent controls to
respond and shall ensure that the response is not inhibited, except under certain
operational constraints including, but not limited to, ambient temperature

limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. An Applicable
Reliability Standard with equivalent or more stringent requirements shall
supersede the above requirements.

1.8.3.3 Exemptions. Small Generating Facilities that are regulated by the United
States Nuclear Regulatory Commission shall be exempt from Articles 1.8.3,

1.8.3.1, and 1.8.3.2 of this Agreement. Small Generating Facilities that are

behind the meter generation that is sized-to-load (i.e., the thermal load and the

generation are near-balanced in real-time operation and the generation is primarily
controlled to maintain the unique thermal, chemical, or mechanical output
necessary for the operating requirements of its host facility) shall be required to
install primary frequency response capability requirements in accordance with the
droop and deadband capability requirements specified in Article 1.8.3, but shall
be otherwise exempt from the operating requirements in Articles 1.8.3, 1.8.3.1,

1.8.3.2, and 1.8.3.4 of this Agreement.

1.8.3.4 Electric Storage Resources. Interconnection Customer interconnecting an
electric storage resource shall establish an operating range in Attachment 5 of its
SGIA that specifies a minimum state of charge and a maximum state of charge
between which the electric storage resource will be required to provide primary
frequency response consistent with the conditions set forth in Articles 1.8.3,

1.8.3.1, 1.8.3.2, and 1.8.3.3 of this Agreement. Attachment 5 shall specify

whether the operating range is static or dynamic, and shall consider (1) the

expected magnitude of frequency deviations in the interconnection; (2) the

expected duration that system frequency will remain outside of the deadband

parameter in the interconnection; (3) the expected incidence of frequency

deviations outside of the deadband parameter in the interconnection; (4) the

physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resources due to manufacturer specification; and (6) any other relevant factors agreed to by the NYISO, Connecting Transmission Owner, and Interconnection Customer. If the operating range is dynamic, then Attachment 5 must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

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Interconnection Customer’s electric storage resource is required to provide timely
and sustained primary frequency response consistent with Article 1.8.3.2 of this
Agreement when it is online and dispatched to inject electricity to the New York
State Transmission System and/or receive electricity from the New York State
Transmission System. This excludes circumstances when the electric storage
resource is not dispatched to inject electricity to the New York State Transmission
System and/or dispatched to receive electricity from the New York State
Transmission System. If Interconnection Customer’s electric storage resource is
charging at the time of a frequency deviation outside of its deadband parameter, it
is to increase (for over-frequency deviations) or decrease (for under-frequency
deviations) the rate at which it is charging in accordance with its droop parameter.
Interconnection Customer’s electric storage resource is not required to change
from charging to discharging, or vice versa, unless the response necessitated by
the droop and deadband settings requires it to do so and it is technically capable
of making such a transition.

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms used herein that are not so defined shall have the meanings specified in Appendix 1 of Attachment Z, Section 25.1.2 of Attachment S, or Section 30.1 of Attachment X of the ISO OATT.

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

2.1 Equipment Testing and Inspection

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

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

2.1.2 The NYISO and Connecting Transmission Owner shall each provide the

Interconnection Customer written acknowledgment that it has received the

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

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The NYISO, in consultation with the Connecting Transmission Owner, shall use
 Reasonable Efforts to list applicable parallel Operating Requirements in
 Attachment 5 of this Agreement. Additionally, the NYISO, in consultation with
 the Connecting Transmission Owner, shall notify the Interconnection Customer of
 any changes to these requirements as soon as they are known. The NYISO and
 Connecting Transmission Owner shall make Reasonable Efforts to cooperate with
 the Interconnection Customer in meeting requirements necessary for the
 Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in
 parallel with the New York State Transmission System or the Distribution System
 without prior written authorization of the NYISO. The NYISO, in consultation
 with the Connecting Transmission Owner, will provide such authorization once
 the NYISO receives notification that the Interconnection Customer has complied
 with all applicable parallel Operating Requirements. Such authorization shall not
 be unreasonably withheld, conditioned, or delayed.

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2.3 Right of Access

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

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

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

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Article 3 Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

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

acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC.
The NYISO and Connecting Transmission Owner shall promptly file, or cause to be filed, this
Agreement with FERC upon execution, if required. If the Agreement is disputed and the
Interconnection Customer requests that it be filed with FERC in an unexecuted form, the NYISO
shall file, or cause to be filed, this Agreement and the NYISO shall identify the disputed
language.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect
for a period of 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 the NYISO and Connecting Transmission Owner 20 Business Days written

notice. The NYISO may terminate this Agreement after the Small Generating

Facility is Retired.

3.3.2 Any Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be

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

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

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

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

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Connecting Transmission Owner or into an interest bearing escrow account,

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

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

3.4 Temporary Disconnection

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

3.4.1 Emergency Conditions

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

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

3.4.2 Routine Maintenance, Construction, and Repair

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

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Transmission System or Distribution System. The NYISO or the Connecting Transmission

Owner shall provide the Interconnection Customer with five Business Days notice prior to such
interruption. The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to
coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the NYISO or Connecting Transmission Owner may suspend interconnection service to the Interconnection Customer to effect immediate repairs on the New York State Transmission System or the Distribution System. The NYISO shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the NYISO shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The NYISO or Connecting Transmission Owner shall notify the Interconnection

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

Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New York State Transmission System, the Distribution System or Affected Systems, or if disconnection is otherwise required under Applicable Reliability Standards or the ISO OATT. Supporting documentation used to reach the decision to disconnect shall be provided to the
Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the NYISO or Connecting
Transmission Owner may disconnect the Small Generating Facility. The NYISO or Connecting Transmission Owner shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the NYISO and

Connecting Transmission Owner before making any change to the Small Generating Facility that
may have a material impact on the safety or reliability of the New York State Transmission
System or the Distribution System. Such authorization shall not be unreasonably withheld.
Modifications shall be done in accordance with Good Utility Practice. If the Interconnection
Customer makes such modification without the prior written authorization of the NYISO and
Connecting Transmission Owner, the Connecting Transmission Owner shall have the right to
temporarily disconnect the Small Generating Facility. If disconnected, the Small Generating
Facility will not be reconnected until the unauthorized modifications are authorized or removed.

3.4.6 Reconnection

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

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

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

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Article 4 Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

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

Facilities itemized in Attachment 2 of this Agreement. The NYISO, in

consultation with the Connecting Transmission Owner, shall provide a best

estimate cost, including overheads, for the purchase and construction of its

Interconnection Facilities and provide a detailed itemization of such costs. Costs
associated with Interconnection Facilities may be shared with other entities that
may benefit from such facilities by agreement of the Interconnection Customer,
such other entities, the NYISO, and the Connecting Transmission Owner.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable
 expenses, including overheads, associated with (1) owning, operating,
 maintaining, repairing, and replacing its own Interconnection Facilities, and

(2) operating, maintaining, repairing, and replacing the Connecting Transmission
Owner’s Interconnection Facilities, as set forth in Attachment 2 to this
Agreement.

4.2 Distribution Upgrades

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

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

Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades. The actual cost of the Distribution Upgrades, including
overheads, shall be directly assigned to the Interconnection Customer. The Interconnection
Customer shall be responsible for its share of all reasonable expenses, including overheads,
associated with owning, operating, maintaining, repairing, and replacing the Distribution
Upgrades, as set forth in Attachment 6 to this Agreement.

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Article 5 Cost Responsibility for System Upgrade Facilities and System Deliverability

Upgrades

5.1 Applicability

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

5.2 System Upgrades

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

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

5.2.1 As described in Section 32.3.5.3 of the SGIP in Attachment Z of the ISO OATT,
 the responsibility of the Interconnection Customer for the cost of the System
 Upgrade Facilities and System Deliverability Upgrades described in Attachment 6
 of this Agreement shall be determined in accordance with Attachment S of the
 ISO OATT, as required by Section 32.3.5.3.2 of Attachment Z. The
 Interconnection Customer shall be responsible for all System Upgrade Facility
 costs as required by Section 32.3.5.3.2 of Attachment Z or its share of any System
 Upgrade Facilities and System Deliverability Upgrades costs resulting from the
 final Attachment S process, as applicable, and Attachment 6 to this Agreement
 shall be revised accordingly.

5.2.2 Pending the outcome of the Attachment S cost allocation process, if applicable,
 the Interconnection Customer may elect to proceed with the interconnection of its
 Small Generating Facility in accordance with Section 32.3.5.3 of the SGIP.

5.3 Special Provisions for Affected Systems

For the repayment of amounts advanced to the Affected System Operator for System Upgrade Facilities or System Deliverability Upgrades, the Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment, but only if responsibility for the cost of such System Upgrade Facilities is not to be allocated in accordance with Attachment S of the ISO OATT. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

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Article 6 Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Connecting Transmission Owner shall bill the Interconnection Customer for

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

Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by those Parties. The Interconnection Customer shall pay all invoice amounts within 30 calendar days after receipt of the invoice.

6.1.2 Within three months of completing the construction and installation of the

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

6.1.3 If the Interconnection Customer disputes an amount to be paid, the

Interconnection Customer shall pay the disputed amount to the Connecting

Transmission Owner or into an interest bearing escrow account, pending

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

6.2 Milestones

Subject to the provisions of the SGIP, the Parties shall agree on milestones for which

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

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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 ISO OATT.

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

and Default

7.1 Assignment

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

7.1.1 A Party may assign this Agreement without the consent of the other Parties to any
 affiliate of the assigning Party with an equal or greater credit rating and with the
 legal authority and operational ability to satisfy the obligations of the assigning
 Party under this Agreement, provided that the Interconnection Customer promptly
 notifies the NYISO and the Connecting Transmission Owner of any such
 assignment. A Party may assign this Agreement without the consent of the other
 Parties in connection with the sale, merger, restructuring, or transfer of a
 substantial portion of all of its assets, including the Interconnection Facilities it
 owns, so long as the assignee in such a transaction directly assumes all rights,
 duties and obligation arising under this Agreement.

7.1.2 The Interconnection Customer shall have the right to assign this Agreement,

without the consent of the NYISO or Connecting Transmission Owner, for

collateral security purposes to aid in providing financing for the Small Generating
Facility.

7.1.3 Any attempted assignment that violates this article is void and ineffective.

Assignment shall not relieve a Party of its obligations, nor shall a Party’s

obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party’s liability to the other Parties for any loss, cost, claim, injury, liability, or

expense, including reasonable attorney’s fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall any Party be liable to the other Parties for any indirect, special, consequential, or punitive damages.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a

result of carrying out the provisions of this Agreement. Liability under this

provision is exempt from the general limitations on liability found in article 7.2.

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7.3.2 Each Party (the “Indemnifying Party”) shall at all times indemnify, defend, and

hold harmless the other Parties (each an “ Indemnified Party”) from, any and all
damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, the alleged violation of any Environmental
Law, or the release or threatened release of any Hazardous Substance, demand,
suits, recoveries, costs and expenses, court costs, attorney fees, and all other
obligations by or to third parties (any and all of these a “Loss”), arising out of or
resulting from: (i) the Indemnified Party’s performance under this Agreement on behalf of the Indemnifying Party, except in cases where the Indemnifying Party
can demonstrate that the Loss of the Indemnified Party was caused by the gross
negligence or intentional wrongdoing by the Indemnified Party, or (ii) the
violation by the Indemnifying Party of any Environmental Law or the release by
the Indemnifying Party of a Hazardous Substance.

7.3.3 If a Party is entitled to indemnification under this article as a result of a claim by a

third party, and the Indemnifying Party fails, after notice and reasonable

opportunity to proceed under this article, to assume the defense of such claim,
such Indemnified Party may at the expense of the Indemnifying Party contest,
settle or consent to the entry of any judgment with respect to, or pay in full, such
claim.

7.3.4 If an Indemnifying Party is obligated to indemnify and hold any Indemnified

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

7.3.5 Promptly after receipt by an Indemnified Party of any claim or notice of the

commencement of any action or administrative or legal proceeding or

investigation as to which the indemnity provided for in this article may apply, the
Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of
or delay in such notification shall not affect a Party’s indemnification obligation
unless such failure or delay is materially prejudicial to the Indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or
revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services,
whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to
another Party under another agreement will not be considered to be special, indirect, incidental,
or consequential damages hereunder.

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7.5 Force Majeure

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

disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood,
explosion, breakage or accident to machinery or equipment, any order, regulation
or restriction imposed by governmental, military or lawfully established civilian
authorities, or any other cause beyond a Party’s control. A Force Majeure Event
does not include an act of negligence or intentional wrongdoing.” For the
purposes of this article, this definition of Force Majeure shall supersede the
definitions of Force Majeure set out in Section 32.10.1 of the ISO OATT.

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

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

7.6 Breach and Default

7.6.1 No Breach of this Agreement shall exist where such failure to discharge an

obligation (other than the payment of money) is the result of a Force Majeure

Event or the result of an act or omission of the other Parties. Upon a Breach, the
non-breaching Party shall give written notice of such Breach to the Breaching
Party. Except as provided in article 7.6.2, the Breaching Party shall have 60
calendar days from receipt of the Breach notice within which to cure such Breach;
provided however, if such Breach is not capable of cure within 60 calendar days,
the Breaching Party shall commence such cure within 20 calendar days after
notice and continuously and diligently complete such cure within six months from
receipt of the Breach notice; and, if cured within such time, the Breach specified
in such notice shall cease to exist.

7.6.2 If a Breach is not cured as provided in this article, or if a Breach is not capable of
 being cured within the period provided for herein, a Default shall exist and the
 non-defaulting Parties acting together shall thereafter have the right to terminate
 this Agreement, in accordance with article 3.3 hereof, by written notice to the
 defaulting Party at any time until cure occurs, and be relieved of any further
 obligation hereunder and, whether or not those Parties terminate this Agreement,
 to recover from the defaulting Party all amounts due hereunder, plus all other

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damages and remedies to which they are entitled at law or in equity. The
provisions of this article shall survive termination of this Agreement.

7.6.3 In cases where the Interconnection Customer has elected to proceed under

Section 32.3.5.3 of the SGIP, if the Interconnection Request is withdrawn or

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

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Article 8 Insurance

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

liability insurance without any exclusion for liabilities related to the interconnection

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

8.2 The NYISO and Connecting Transmission Owner agree to maintain general liability

insurance or self-insurance consistent with the existing commercial practice. Such

insurance or self-insurance shall not exclude the liabilities undertaken pursuant to this Agreement.

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

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

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Article 9 Confidentiality

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

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

9.2 Confidential Information does not include information previously in the public domain,

required to be publicly submitted or divulged by Governmental Authorities (after notice
to the other Party and after exhausting any opportunity to oppose such publication or
release), or necessary to be divulged in an action to enforce this Agreement. Each Party
receiving Confidential Information shall hold such information in confidence and shall
not disclose it to any third party nor to the public without the prior written authorization
from the Party providing that information, except to fulfill obligations under this

Agreement, or to fulfill legal or regulatory requirements.

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

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

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

rights under this provision to prevent the release of Confidential Information

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

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

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

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

18 CFR § 388.112. Requests from a state regulatory body conducting a

confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

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

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

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

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Article 10 Disputes

10.1 The NYISO, Connecting Transmission Owner and Interconnection Customer agree to

attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, the Parties will first attempt to promptly resolve it on an

informal basis. The NYISO will be available to the Interconnection Customer and

Connecting Transmission Owner to help resolve any dispute that arises with respect to

performance under this Agreement. If the Parties cannot promptly resolve the dispute on an informal basis, then any Party shall provide the other Parties with a written Notice of Dispute. Such notice shall describe in detail the nature of the dispute.

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

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

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

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

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

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

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

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

10.6 If any Party elects to seek assistance from the DRS, or if the attempted dispute resolution

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

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Article 11 Taxes

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

policy and Internal Revenue Service requirements.

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

Nothing in this Agreement is intended to adversely affect the tax status of any Party

including the status of NYISO, or the status of any Connecting Transmission Owner with
respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.
Notwithstanding any other provisions of this Agreement, LIPA, NYPA and Consolidated
Edison Company of New York, Inc. shall not be required to comply with any provisions
of this Agreement that would result in the loss of tax-exempt status of any of their Tax-
Exempt Bonds or impair their ability to issue future tax-exempt obligations. For

purposes of this provision, Tax-Exempt Bonds shall include the obligations of the Long
Island Power Authority, NYPA and Consolidated Edison Company of New York, Inc.,
the interest on which is not included in gross income under the Internal Revenue Code.

11.3 LIPA and NYPA do not waive their exemptions, pursuant to Section 201(f) of the FPA,

from Commission jurisdiction with respect to the Commission’s exercise of the FPA’s general ratemaking authority.

11.4 Any payments due to the Connecting Transmission Owner under this Agreement shall be

adjusted to include any tax liability incurred by the Connecting Transmission Owner with respect to the interconnection request which is the subject of this Agreement. Such
adjustments shall be made in accordance with the provisions of Article 5.17 of the LGIA in Attachment X of the ISO OATT. Except where otherwise noted, all costs, deposits, financial obligations and the like specified in this Agreement shall be assumed not to
reflect the impact of applicable taxes.

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Article 12 Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

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

12.2 Amendment

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

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, any
subcontractor of the Connecting Transmission Owner or NYISO assisting either of those Parties with the Interconnection Request covered by this Agreement shall be entitled to the benefits of indemnification provided for under Article 7.3 of this Agreement and the limitation of liability
provided for in Article 7.2 of this Agreement.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict

performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the
Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous
understandings or agreements, oral or written, between the Parties with respect to the subject
matter of this Agreement. There are no other agreements, representations, warranties, or
covenants which constitute any part of the consideration for, or any condition to, any Party’s
compliance with its obligations under this Agreement, except as noted in Attachment 5.

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12.6 Multiple Counterparts

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

12.7 No Partnership

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

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

obligation or partnership liability upon any Party. No Party shall have any right, power or

authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects the NYISO, the Connecting Transmission Owner, Market Participants, and Interconnection
Customers interconnected to electric systems to comply with the recommendations offered by
the President’s Critical Infrastructure Protection Board and, eventually, best practice
recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical,
operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Parties, first orally and then in writing, of the release of
any hazardous substances, any asbestos or lead abatement activities, or any type of remediation
activities related to the Small Generating Facility or the Interconnection Facilities, each of which
may reasonably be expected to affect the other Parties. The notifying Party shall: (1) provide the
notice as soon as practicable, provided such Party makes a good faith effort to provide the notice
no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly

furnish to the other Parties copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

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

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

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however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring

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

shall be fully responsible to the other Parties to the extent provided for in
Articles 7.2 and 7.3 above for the acts or omissions of any subcontractor
the hiring Party hires as if no subcontract had been made; provided,
however, that in no event shall the NYISO or Connecting Transmission
Owner be liable for the actions or inactions of the Interconnection
Customer or its subcontractors with respect to obligations of the
Interconnection Customer under this Agreement. Any applicable
obligation imposed by this Agreement upon the hiring Party shall be
equally binding upon, and shall be construed as having application to, any
subcontractor of such Party.

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

limitation of subcontractor’s insurance.

12.12 Reservation of Rights

Nothing in this Agreement shall alter the right of the NYISO or Connecting Transmission
Owner to make unilateral filings with FERC to modify this Agreement with respect to any rates,
terms and conditions, charges, classifications of service, rule or regulation under Section 205 or
any other applicable provision of the Federal Power Act and FERC’s rules and regulations
thereunder which rights are expressly reserved herein, and the existing rights of the
Interconnection Customer to make a unilateral filing with FERC to modify this Agreement under
any applicable provision of the Federal Power Act and FERC’s rules and regulations are also
expressly reserved herein; provided that each Party shall have the right to protest any such filing
by another Party and to participate fully in any proceeding before FERC in which such
modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties
or of FERC under Sections 205 or 206 of the Federal Power Act and FERC’s rules and
regulations, except to the extent that the Parties otherwise agree as provided herein.

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Article 13 Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: Little Pond Solar, LLC Attention: Asset Management Department
Address: 3402 Pico Blvd.

City: Santa Monica State: CA Zip: 90405

Phone: 310-581-6299

If to the Connecting Transmission Owner:

Connecting Transmission Owner: Orange and Rockland Utilities, Inc. Attention: Vice President, Operations

Address: 390 West Route 59

City: Spring Valley State: NY Zip: 10977

Phone: (845) 577-3161

If to the NYISO:

Before Commercial Operation of the Small Generating Facility

New York Independent System Operator, Inc.

Attention: Vice President, System and Resource Planning Address: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

After Commercial Operation:

New York Independent System Operator, Inc. Attention: Vice President, Operations
Address: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below: Interconnection Customer: Little Pond Solar, LLC

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Attention: Cypress Creek Renewables, LLC Address: 3402 Pico Blvd.

City: Santa Monica State: CA Zip: 90405

Connecting Transmission Owner: Orange and Rockland Utilities, Inc.

Attention: Vice President, Operations

Address: 390 West Route 59

City: Spring Valley State: NY Zip: 10977

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: Little Pond Solar, LLC Attention: Asset Management Department
Address: 3402 Pico Blvd.

City: Santa Monica State: CA Zip: 90405

Phone: 310-581-6299

E-mail: assetmanagement@ccrenew.com

If to the Connecting Transmission Owner:

Connecting Transmission Orange and Rockland Utilities, Inc.

Attention: Vice President, Operations

Address: 390 West Route 59

City: Spring Valley State: NY Zip: 10977

Phone: (845) 577-3161
E-mail: choew@oru.com

If to the NYISO:

New York Independent System Operator, Inc. Attention: Vice President, Operations
Address: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

E-mail: interconnectionsupport@nyiso.com

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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.

Interconnection Customer’s Operating Representative:

Interconnection Customer: Little Pond Solar, LLC Attention: Asset Management Department
Address: 3402 Pico Blvd.

City: Santa Monica State: CA Zip: 90405

Phone: 310-581-6299

E-mail: assetmanagement@ccrenew.com

Connecting Transmission Owner’s Operating Representative:

Connecting Transmission Owner: Orange and Rockland Utilities, Inc. Attention: Vice President, Operations

Address: 390 West Route 59

City: Spring Valley State: NY Zip: 10977

Phone: (845) 577-3161
E-mail: choew@oru.com

NYISO’s Operating Representative:

New York Independent System Operator, Inc. Attention: Vice President, Operations
Address: 10 Krey Boulevard

City: Rensselaer State: NY Zip: 12144

Phone: (518) 356-6000

E-mail: interconnectionsupport@nyiso.com

13.5 Changes to the Notice Information

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

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Article 14 Signatures

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

For the New York Independent System Operator, Inc.
By:

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

For Orange and Rockland Utilities, Inc.
By:

Name: Won Choe\_\_\_\_\_\_\_\_\_\_

Title: Vice President\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For Little Pond Solar, LLC

By: Citrine Solar LLC, its sole member
By:

Name: Matthew Murphy\_\_\_\_\_\_\_\_\_\_\_\_
Title: Chief Operations Officer\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attachment 1

Glossary of Terms

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

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

Affected Transmission Owner -The New York public utility or authority (or its designated

agent) other than the Connecting Transmission Owner that: (i) owns facilities used for the

transmission of Energy in interstate commerce and provides Transmission Service under the

Tariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York State Transmission System where System Deliverability Upgrades or System Upgrade Facilities are installed pursuant to Attachment Z and Attachment S to the ISO OATT.

Applicable Laws and Regulations - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or
administrative orders, permits and other duly authorized actions of any Governmental Authority, including but not limited to Environmental Law.

Applicable Reliability Standards - The criteria, requirements and guidelines of the North

American Electric Reliability Council, the Northeast Power Coordinating Council, the New York
State Reliability Council and related and successor organizations, or the Transmission District to
which the Interconnection Customer’s Small Generating Facility is directly interconnected, as
those criteria, requirements and guidelines are amended and modified and in effect from time to
time; provided that no Party shall waive its right to challenge the applicability of or validity of
any criterion, requirement or guideline as applied to it in the context of Attachment Z to the ISO
OATT and this Agreement. For the purposes of this Agreement, this definition of Applicable

Reliability Standards shall supersede the definition of Applicable Reliability Standards set out in Attachment X to the ISO OATT.

Base Case - The base case power flow, short circuit, and stability data bases used for the
Interconnection Studies by NYISO, Connecting Transmission Owner or Interconnection
Customer; described in Section 32.2.3 of the Large Facility Interconnection Procedures.

Breach - The failure of a Party to perform or observe any material term or condition of this Agreement.

Business Day - Monday through Friday, excluding federal holidays.

Capacity Resource Interconnection Service -The service provided by NYISO to

Interconnection Customers that satisfy the NYISO Deliverability Interconnection Standard or
that are otherwise eligible to receive CRIS in accordance with Attachment S to the ISO OATT;

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such service being one of the eligibility requirements for participation as a NYISO Installed Capacity Supplier.

Commercial Operation shall mean the status of the Small Generating Facility that has

commenced generating electricity for sale, excluding electricity generated during Trial

Operation, notice of which must be provided to the NYISO in the form of Attachment 9 to this Agreement.

Commercial Operation Date of a unit shall mean the date on which the Large Generating

Facility commences Commercial Operation as agreed to by the Parties, notice of which must be provided to the NYISO in the form of Attachment 9 to this Agreement.

Connecting Transmission Owner - The New York public utility or authority (or its designated
agent) that: (i) owns facilities used for the transmission of Energy in interstate commerce and
provides Transmission Service under the Tariff, (ii) owns, leases or otherwise possesses an
interest in the portion of the New York State Transmission System or Distribution System at the
Point of Interconnection, and (iii) is a Party to the Standard Small Generator Interconnection
Agreement.

Default - The failure of a Party in Breach of this Agreement to cure such Breach under the Small Generator Interconnection Agreement.

Distribution System - The Transmission Owner’s facilities and equipment used to distribute
electricity that are subject to FERC jurisdiction, and are subject to the NYISO’s Large Facility Interconnection Procedures in Attachment X to the ISO OATT or Small Generator
Interconnection Procedures in Attachment Z to the ISO OATT under FERC Order Nos. 2003
and/or 2006. For the purpose of this Agreement, the term Distribution System shall not include LIPA’s distribution facilities.

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

Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer’s wholesale sale of electricity in interstate commerce.
Distribution Upgrades do not include Interconnection Facilities or System Upgrade Facilities or System Deliverability Upgrades.

Energy Resource Interconnection Service - The service provided by NYISO to interconnect
the Interconnection Customer’s Small Generating Facility to the New York State Transmission
System or Distribution System in accordance with the NYISO Minimum Interconnection
Standard, to enable the New York State Transmission System to receive Energy and Ancillary
Services from the Small Generating Facility, pursuant to the terms of the ISO OATT.

Force Majeure - Any act of God, labor disturbance, act of the public enemy, war, insurrection,
riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order,
regulation or restriction imposed by governmental, military or lawfully established civilian
authorities, or any other cause beyond a Party’s control. A Force Majeure event does not include
an act of negligence or intentional wrongdoing. For the purposes of this Agreement, this

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definition of Force Majeure shall supersede the definitions of Force Majeure set out in Section

32.2.11 of the NYISO Open Access Transmission Tariff.

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

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

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

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

Initial Synchronization Date shall mean the date upon which the Small Generating Facility is initially synchronized and upon which Trial Operation begins, notice of which must be provided to the NYISO in the form of Attachment 8.

In-Service Date shall mean the date upon which the Developer reasonably expects it will be

ready to begin use of the Connecting Transmission Owner’s Interconnection Facilities to obtain back feed power.

Interconnection Customer - Any entity, including the Transmission Owner or any of the

affiliates or subsidiaries, that proposes to interconnect its Small Generating Facility with the New York State Transmission System or the Distribution System.

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

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

Tariff, to interconnect a new Small Generating Facility, or to materially increase the capacity of,
or make a material modification to the operating characteristics of, an existing Small Generating
Facility that is interconnected with the New York State Transmission System or the Distribution
System. For the purposes of this Agreement, this definition of Interconnection Request shall
supersede the definition of Interconnection Request set out in Attachment X to the ISO OATT.

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Interconnection Study - Any study required to be performed under Sections 32.2 or 32.3 of the
SGIP.

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

New York State Transmission System - The entire New York State electric transmission

system, which includes: (i) the Transmission Facilities under ISO Operational Control; (ii) the

Transmission Facilities Requiring ISO Notification; and (iii) all remaining transmission facilities within the New York Control Area.

NYISO Deliverability Interconnection Standard - The standard that must be met, unless

otherwise provided for by Attachment S to the ISO OATT, by (i) any generation facility larger
than 2MW in order for that facility to obtain CRIS; (ii) any Class Year Transmission Project
proposing to interconnect to the New York State Transmission System and receive Unforced
Capacity Delivery Rights; (iii) any entity requesting External CRIS Rights, and (iv) any entity
requesting a CRIS transfer pursuant to Section 25.9.5 of Attachment S to the ISO OATT. To
meet the NYISO Deliverability Interconnection Standard, the Interconnection Customer must, in
accordance with the rules in Attachment S to the ISO OATT, fund or commit to fund any System
Deliverability Upgrades identified for its project in the Class Year Deliverability Study.

NYISO Minimum Interconnection Standard - The reliability standard that must be met by
any generation facility or Class Year Transmission Project that is subject to NYISO’s Large
Facility Interconnection Procedures in Attachment X to the ISO OATT or the NYISO’s Small
Generator Interconnection Procedures in this Attachment Z, that is proposing to connect to the
New York State Transmission System or Distribution System, to obtain ERIS. The Minimum
Interconnection Standard is designed to ensure reliable access by the proposed project to the
New York State Transmission System or to the Distribution System. The Minimum

Interconnection Standard does not impose any deliverability test or deliverability requirement on the proposed interconnection.

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

Party or Parties - The NYISO, Connecting Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the New York State Transmission System or the Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party
under this Agreement, efforts that are timely and consistent with Good Utility Practice and are
otherwise substantially equivalent to those a Party would use to protect its own interests.

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

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

System Upgrade Facilities - The least costly configuration of commercially available

components of electrical equipment that can be used, consistent with Good Utility Practice and
Applicable Reliability Requirements to make the modifications to the existing transmission
system that are required to maintain system reliability due to: (i) changes in the system,
including such changes as load growth and changes in load pattern, to be addressed in the form
of generic generation or transmission projects; and (ii) proposed interconnections. In the case of
proposed interconnection projects, System Upgrade Facilities are the modification or additions to
the existing New York State Transmission System that are required for the proposed project to
connect reliably to the system in a manner that meets the NYISO Minimum Interconnection
Standard.

Tariff - The NYISO’s Open Access Transmission Tariff, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-
site test operations and commissioning of the Small Generating Facility prior to Commercial
Operation.

Upgrades - The required additions and modifications to the Connecting Transmission Owner’s portion of the New York State Transmission System or the Distribution System at or beyond the Point of Interconnection. Upgrades may be System Upgrade Facilities or System Deliverability Upgrades Distribution Upgrades. Upgrades do not include Interconnection Facilities.

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Attachment 2

Detailed Scope of Work, Including Description and Costs of the Small Generating Facility,
 Interconnection Facilities, and Metering Equipment

Equipment, including the Small Generating Facility, Interconnection Facilities, and

metering equipment shall be itemized and identified as being owned by the Interconnection

Customer, or the Connecting Transmission Owner. The NYISO, in consultation with the

Connecting Transmission Owner, will provide a best estimate itemized cost, including

overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection
Facilities and metering equipment.

A. PROJECT DESCRIPTION

The Interconnection Customer is constructing a 20 MW photovoltaic facility (“Small

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

• Seven (7) photovoltaic (“PV”) arrays;

• Seven (7) Power Electronics FS3190MU inverters, each with integrated 34.5 kV step-up
 transformers; and

• Seven (7) MV switchgear with MV breaker and electronic trip.

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

The Point of Change of Ownership (“PCO”) is the generator tie line’s termination at the

69 kV insulators on the new Little Pond Station’s termination structure. The POI and PCO are detailed on Figure 1 in Attachment 3.

B. INTERCONNECTION CUSTOMER’S INTERCONNECTION FACILITIES

As depicted on the one line diagram in Attachment 3, the Interconnection Customer’s
Interconnection Facilities (“ICIF”) include all of the facilities between the Interconnection
Customer’s side of the PCO and the Small Generating Facility. The ICIF consist of a collector
station (the “Little Pond Solar Collector Substation”) and the generator lead line. Each of the
Power Electronics FS3190MU inverters contains an integrated transformer that steps up power to

34.5 kV. At the Little Pond Solar Collector Substation, the power will be stepped up again to 69 kV for interconnection to the Little Pond Station via an overhead 69 kV transmission line. The Small Generating Facility will be located southwest of the Little Pond Station.

The ICIF consist of the following:

• Little Pond Solar Collector Substation

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o One (1) 69 kV, 2000 A, 40 kA circuit breaker;

o Three (3) single phase, 72 kV voltage transformers;

o One (1) 69 kV, three phase, 1200 A line disconnect switch;

o Three (3) 72 kV surge arresters;

o Six (6) 27 kV surge arresters;

o One (1) generator step-up (“GSU”) transformer, 34.5/19.9kV - 69 kV, 15/20/25
 MVA grounded Y - delta - grounded Y;

o One (1) 38 kV, three phase, 1200 A disconnect switch;

o Two (2) 38 kV, 1200 A, 31.5 kA circuit breakers;

o Four (4) 38 kV, three phase, 600A disconnect switches; and

o One (1) 3 MVAR cap bank with cap switcher.

• Generator Lead Line

o The generator lead line is a new 0.1 mile 69 kV overhead line from the Little

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

C. CONNECTING TRANSMISSION OWNER’S INTERCONNECTION

FACILITIES

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

D. SCOPE OF WORK AND RESPONSIBILITIES

The Interconnection Customer shall be responsible for the construction of the

Interconnection Customer’s Interconnection Facilities.

E. ESTIMATED COSTS OF CONNECTING TRANSMISSION OWNER’S

INTERCONNECTION FACILITIES

None.

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

INTERCONNECTION FACILITIES

None.

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Attachment 3

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

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Attachment 4

Milestones

1. Milestones

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

In-Service Date: January 2025

Critical milestones and responsibility as agreed to by the Parties:

MILESTONE

1. Engineering start (SUF)

2. Procurement start (SUF)

3. Engineering start (Other SUF)

4. Procurement start (Other SUF)

5. Construction start (SUF)

6. Engineering end (SUF)

7. Construction start (Other SUF)

8. Procurement end (Other SUF)

9. Engineering end (Other SUF)

10. Procurement end (SUF)

11. Construction end (SUF)

12. Construction end (Other SUF)

DATE RESPONSIBLE

PARTY

Completed Interconnection Customer

Completed Interconnection Customer

March 2024 Connecting Transmission

Owner

April 2024 Connecting Transmission

Owner

August 2024 Interconnection Customer

August 2024 Interconnection Customer

October 2024 Connecting Transmission

Owner

November 2024 Connecting Transmission

Owner

December 2024 Connecting Transmission

Owner

December 2024 Interconnection Customer

January 2025 Interconnection Customer

January 2025 Connecting Transmission

Owner

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13. Complete walk down and punchlist

14. Utility acceptance of SUFs

15. Initial Synchronization Date

16. SUFs complete

17. Other SUFs complete

18. In-Service Date

19. Transfer Little Pond Station title

20. Commercial Operation Date

January 2025 Connecting Transmission

Owner

January 2025 Connecting Transmission

Owner

January 2025 Interconnection Customer

January 2025 Interconnection Customer

January 2025 Connecting Transmission

Owner

January 2025 Interconnection Customer

January 2025 Interconnection Customer
January 2025 Interconnection Customer

2. Security to be Posted

At least twenty (20) Business Days prior to Interconnection Customer’s issuance of

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

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Attachment 5

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

1. Additional Operating Requirements

The NYISO, in consultation with the Connecting Transmission Owner, shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel
operation with the New York State Transmission System or the Distribution System.

The Interconnection Customer must comply with all applicable NYISO tariffs and procedures, as amended from time to time.

The Interconnection Customer must comply with relevant provisions of the Connecting
Transmission Owner’s Electric System Bulletin (O&R - ENGR - 006: Facility Connection
Requirements for New Generation, Merchant Transmission And End-User Facilities (Revision 1

- December 1, 2015), including appendices, as amended from time to time, Switching Operating Instruction Manuals, and Transmission Operations Manual (Manual 02), to the extent not
inconsistent with the terms of this Agreement or applicable NYISO tariffs and procedures, as amended from time to time.

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

2. Additional Agreements

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

a. Transfer of Title to Equipment: Upon completion of construction and testing of

(i) the Little Pond Station, (ii) the SASUF’s described in Section B of Attachment
6, and (iii) the SUFs described in Section C(i) of Attachment 6 (the equipment
described in the foregoing subsections (i), (ii) and (iii) are collectively, the “CTO
Equipment”) by the Interconnection Customer and acceptance of the CTO
Equipment by the Connecting Transmission Owner, Interconnection Customer
will transfer title to the CTO Equipment (not including any underlying real estate)
to the Connecting Transmission Owner, free and clear of any liens and

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encumbrances, except those mutually agreed to by the Interconnection Customer
and the Connecting Transmission Owner pursuant to an Additional Agreement.

b. Conveyance of Easement for the Little Pond Station: Upon completion of

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

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c. Conveyance of Easement on Adjoining Land. Prior to and as a condition of the

Connecting Transmission Owner’s acceptance of the CTO Equipment, and

execution of the Little Pond Station Easement, the Interconnection Customer shall
cause (i) the conveyance of an easement by the third party owner of the land
adjoining the Little Pond Station Parcel (owned in fee by The Hartwood Club,
Inc. as of the date of this Agreement) (the “Hartwood Land”) to the Connecting
Transmission Owner that permits access, location, operation, maintenance,
inspection, repair, alteration, upgrading, installation, construction and replacement
of electric transmission and distributing lines, cables and wires,
telecommunications lines, cables and wires, conduit, gas mains, transformers,
switches, and all other related facilities, equipment and appurtenances thereto
(collectively, the “Connection Facilities”) within an area approved by the
Connecting Transmission Owner, and (ii) the issuance of a no-objection letter (the
“No-Objection Letter”) relating to the Connection Facilities addressed to the
Connecting Transmission Owner from the owner of the pipeline under the
Hartwood Land (the “Pipeline Owner”), which shall be an Additional Agreement.
Upon completion of construction of the Connection Facilities, as may be
requested by the Connecting Transmission Owner, any access road and related
facilities installed on the Hartwood Land in connection with the installation of the
Connection Facilities shall be left in place. Interconnection Customer shall
comply with the requirements set forth in the No-Objection Letter prior to the
transfer of the transfer of the CTO Equipment to the Connecting Transmission
Owner. Any compliance required to satisfy the Pipeline Owner’s requirements
within the eighteen (18) month period following the transfer of the CTO
Equipment to the Connecting Transmission Owner relating to (A) unacceptable
levels of AC or DC stray current and (B) working with the Pipeline Owner to
perform cooperative interference testing of the corrosion protection systems and
the mitigation of any interference, shall be in either case performed by the
Interconnection Customer at the sole cost and expense of the Interconnection
Customer.

d. Liability for Little Pond Station Parcel and Adjoining Land. Among other

things, the Interconnection Customer assumes liability for and shall at all times
indemnify, defend, and save harmless, as applicable, the Connecting
Transmission Owner, to the extent not in conflict with Article 7.3 of this
Agreement, from, any and all damages, losses, claims, demands, suits, recoveries,
costs and expenses, court costs, attorney fees, liabilities and all obligations by or
to third parties (including without limitation any Governmental Authority), arising
out of or resulting from any (i) actual or alleged violation of any Environmental
Law, or (ii) release, threatened release or presence of any Hazardous Substances,
in each case of (i) and (ii), existing on, under, or in connection with the Little
Pond Station Parcel and the Little Pond Station and the Hartwood Land on or
before the date on which the CTO Equipment is accepted by and transferred to the
Connecting Transmission Owner.

The Interconnection Customer shall comply with the Terms attached hereto as

Attachment 10, to the extent not inconsistent with the terms of this Agreement or

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applicable NYISO tariffs and procedures, as amended from time to time, in

connection with the installation of the CTO Equipment within the Connecting
Transmission Owner’s existing right of way located on the Hartwood Land.

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

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Attachment 5-1

Little Pond Station Parcel

[CONTAINS CEII - THIS PAGE REMOVED FROM PUBLIC VERSION]

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Attachment 6

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

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

The cost estimate for System Upgrade Facilities and System Deliverability Upgrades

shall be taken from the ISO OATT Attachment S cost allocation process or applicable

Interconnection Study, as required by Section 32.3.5.3.2 of Attachment Z. The cost estimate for Distribution Upgrades shall include the costs of Distribution Upgrades that are reasonably
allocable to the Interconnection Customer at the time the estimate is made, and the costs of any Distribution Upgrades not yet constructed that were assumed in the Interconnection Studies for the Interconnection Customer but are, at the time of the estimate, an obligation of an entity other than the Interconnection Customer.

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

A. DISTRIBUTION UPGRADES

None.

B. SYSTEM UPGRADE FACILITIES (“SUF”) - STAND ALONE SUFs

The Small Generating Facility will interconnect to Connecting Transmission Owner’s

transmission facilities that are part of the New York State Transmission System via the new three

(3) breaker line tap Little Pond Station.

As depicted on the one line-diagram in Attachment 3, the PCO and the POI are co-

located at the generator tie line termination at the 69 kV insulators on the Little Pond Station’s termination structure.

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

• relays as follows:

o SEL-411 for primary current differential, backup distance, overcurrent and

breaker failure (“BF”) protection, with associated direct transfer trip (“DTT”) and BF lockout relays;

o GE D60 for back up line distance, overcurrent protection and breaker failure
 protection, with associated DTT and BF lockout relay;

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o SEL-487B for primary bus differential protection, with associated bus lockout
 relay; and

o GE B30 for back up bus differential protection, with associated bus lockout relay.

• Conduit and cable system;

• Power, protection, control and communication cables;

• Three (3) 69 kV, 2000 A, sulfur hexafluoride (“SF6”), three-phase dead tank circuit

breakers, with 2000:5 multi-ratio (“MR”) bushing current transformers (“CTs”);

• Three (3) 69 kV, 2000 A, three-phase, group operated, horizontal disconnect switches;

• Three (3) 69 kV, 2000 A, three-phase, group operated, vertical disconnect switches;

• Nine (9) single-phase, 57 kV duty cycle surge arresters;

• Five (5), single-phase, 69 kV potential transformer (“PT”) units;

• Three (3) single-phase, 69 kV station service PTs, 25 kVA;

• 80kW Diesel Generator

• Connecting Transmission Owner, NYISO and NY PSC approved revenue grade meter

and remote terminal unit (“RTU”);

• Three (3) 69 kV revenue metering PTs and CTs;

• Prefabricated Connecting Transmission Owner Standard Control Enclosure:

o Bus differential panels (SEL-487B & GE B30);

o Line/breaker protection panels (SEL-411 (2) & GE D60 (2));

o Revenue metering panel;

o Connecting Transmission Owner, NYISO and NY PSC approved revenue grade
 meter;

o Communication cabinet;

o Security cabinet;

o Human machine interface (“HMI”);

o AC panel;

o DC panel;

o Battery system;

o RTU (SEL-3530 RTAC);

o Annunciator;

o HVAC;

• Bus support insulators and dead end insulators;

• All high voltage conductor and taps;

• All connectors;

• Perimeter and structure LED lighting;

• Fencing:

o Perimeter;

o Two (2) vehicle access gates;

o One (1) man gate;

• Access road (estimated 1½ mile);

• Paved driveway in station;

• Station Structures: Two (2) bay 69 kV line galvanized steel transmission line terminal

take off structures (H-frame) on concrete foundations with transmission line attachment
equipment designed in accordance with O&R Structural Loading Criteria, Rev 9. Phase
spacing shall meet or exceed existing phase spacing for design voltage, generator tie line
dead end, disconnect switches, station service potential transformer (“SSPT”), bus PTs,

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CT/PT metering units, lighting poles, lighting and dynasphere attachments, and bus support structures;

• Foundations: Two bay line termination, generator tie line dead end, disconnect switches,
 SSPT, bus PTs, CT/PT metering unites, lighting poles, diesel generator, control house
 enclosure, dynasphere and bus support foundations; and

• Storm water and drainage facilities.

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

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

i. SUFs at Little Pond Station

The Little Pond Station will split the existing 69 kV Mongaup - Cuddebackville Line 131
transmission line at Structure “A”. Structure “A” is an existing double circuit lattice structure for
Line 131 and Line 12 that will be replaced by three (3) new dead end monopole structures; two

(2) monopoles to intercept the existing Line 131 into the Little Pond Station , and the third to support Line 12. The split of Line 131 will result in two new lines, Line 132 Mongaup - Little Pond Station and Line 131 Little Pond Station - Cuddebackville. The other SUFs (“Other SUFs”) for the new Little Pond Station shall consist of the following:

• Three (3) 69 kV, single circuit, dead end, vertical galvanized steel monopole transmission
 structures on concrete foundations, with transmission line attachment equipment;

o The three (3) steel poles shall be designed in accordance with O&R Structural
 Loading Criteria, Rev 9. Phase spacing shall meet or exceed existing phase
 spacing. Phase conductors and shield wires utilized for design shall be three (3)
 795 aluminum-conductor steel-reinforced (“ACSR”) 45/7 tern at 6,000 lbs
 National Electric Safety Code (“NESC”) heavy tension, two (2) 7#7 alumoweld
 shield wires at 4,000 lbs NESC heavy tension;

• Evaluate and analyze structures adjacent to Structure “A”. Modify, upgrade and
 reinforce adjacent structures, if necessary;

• Install new steel monopole and dead end Line 12;

• Install two (2) new steel monopoles and dead end Line 131;

• Break Line 131 into new Line 131 and Line 132 transmission lines that will be tied into
 the Little Pond Station;

• Remove Structure “A”;

• Run transmission line into and out of the Little Pond Station (extension of Line 131 and
 new section Line 132); and

• Transmission structures shall be grounded to achieve a maximum resistance of 10 ohms
 or less.

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

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ii. SUFs at Mongaup 69 kV Station

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

• Establishment of a means of tripping and monitoring the status of the POI breaker prior
 to auto-reclosing the remote Mongaup Station during momentary faults;

• Establishment of fast clearing at the Mongaup Station for a stuck breaker condition.

• Replacement of line protection system for Line 132;

• Communication between Little Pond Station and Mongaup Station (leased line); and

• Primary and backup DTT schemes.

iii. SUFs at Cuddebackville 69 kV Station

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

• Establishment of a means of tripping and monitoring the status of the POI breaker prior
 to auto-reclosing the remote Cuddebackville Station during momentary faults;

• Establishment of fast clearing at the Cuddebackville Station for a stuck breaker condition.

• Replacement of line protection system for Line 131;

• Communication between Little Pond Station and Cuddebackville Station (leased line);
 and

• Primary and backup DTT schemes.

iv. SUFs at Shoemaker 69 kV Station

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

• Establishment of a means of tripping and monitoring the status of the POI breaker prior
 to auto-reclosing the remote Shoemaker Station during momentary faults;

• Establishment of fast clearing at the Shoemaker Station for a stuck breaker condition.

• Modified line protection relay settings;

• Replacement of line protection system for Line 131 and Line 13;

• Communication between Little Pond Station and Shoemaker Station; and

• Primary and backup DTT schemes.

D. SCOPE OF WORK AND RESPONSIBILITIES

1. Interconnection Customer’s Scope of Work and Responsibilities

As agreed upon by the Parties pursuant to Article 5.2 of this Agreement, the SASUFs

referenced above in Section B and the Other SUFs at the Little Pond Station referenced above in Section C(i) will be designed, procured, and constructed by the Interconnection Customer,

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subject to Connecting Transmission Owner’s review and approval, and in accordance with the Connecting Transmission Owner’s specifications and all applicable codes and standards, to the extent not inconsistent with NYISO Tariffs or procedures.

• Testing and commissioning requirements for SASUF to be completed by Interconnection

Customer based on testing requirements provided by CTO.

• Establishment of a means of communication between the protective devices at the new

Little Pond Station and the remote ends Shoemaker Station, Mongaup Station, and Cuddebackville Station.

• Connecting Transmission Owner will procure and install security equipment at the Little

Pond Station. Interconnection Customer is responsible for facilitating the infrastructure required for the security system. Cost of the Connecting Transmission Owner Security system to be reimbursed by Interconnection Customer.

• Multiple outages may be required for the transmission work. Interconnection Customer

shall be responsible for the reasonable cost associated with any additional work required
for service continuity in accordance with Good Utility Practice, provided however that
Connecting Transmission Owner shall provide Interconnection Customer an estimate of

the cost of such additional work prior to scheduling of any outage requiring such work.
 All switching to be performed by Connecting Transmission Owner.
 • The Interconnection Customer shall be responsible for performing short circuit studies
 using the latest NYISO ASPEN case and developing relay settings as per Connecting
 Transmission Owner’s protection specifications at the SASUF. The Connecting
 Transmission Owner shall review and approve the short circuit study and relay settings
 files prior to start of testing and commissioning at SASUF. The Interconnection
 Customer shall provide a list of all the analog and digital points that will be connected to
 the RTU. The Connecting Transmission Owner engineering team will provide the setting
 files for the RTU devices only. The testing and commissioning from the RTU to the field
 devices will be performed by Interconnection Customer. The Communication testing of
 RTU to Connecting Transmission Owner’s O&R Energy Control Center shall be
 performed by Connecting Transmission Owner staff.

• The Interconnection Customer shall be responsible for the design and construction of the

stormwater management system (the “Stormwater System”) and for maintenance of the
Stormwater System until the Commercial Operation Date of the Small Generating
Facility. On and after the Commercial Operation Date of the Small Generating Facility,
the Connecting Transmission Owner shall be responsible for the operation and
maintenance of the Stormwater System, as noted below, provided that (i) the design for
the Stormwater System shall be subject to the review, comment, and acceptance of the
Connecting Transmission Owner prior to submittal to the applicable municipality in
connection with permitting, and any changes to such design shall be subject to the prior
review, comment and acceptance by the Connecting Transmission Owner, (ii) the internal
and external costs of the Connecting Transmission Owner attributable to its review and
comment described in subsection (i) of this paragraph shall be reimbursed by the
Interconnection Customer within 30 days of receipt of invoice, (iii) the Stormwater
System shall be constructed in accordance with the design accepted by the Connecting
Transmission Owner, (iv) the Connecting Transmission Owner shall only be responsible
for the operation and maintenance of the Stormwater System to the extent located within
the Little Pond Station Parcel or along the access road from the public road to the Little

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Pond Station Parcel, and shall not be responsible for the operation or maintenance of the
Stormwater System in other locations, including, without limitation, to the extent located
inside of the Little Pond Solar Collector Substation yard or in the solar field, (v) any
Stormwater System maintenance agreement contemplated with the applicable
municipality shall be subject to the review, comment, and acceptance by the Connecting
Transmission Owner prior to execution by the Interconnection Customer and the
applicable municipality, and a copy of such fully executed agreement shall be provided to
the Connecting Transmission Owner promptly upon its execution, (vi) the Little Pond
Station Easement shall provide for the Connecting Transmission Owner’s obligations
relating to the Stormwater System, including, without limitation, the grant of easement
rights for the Connecting Transmission Owner to comply with such obligations and (vii)
the Connecting Transmission Owner shall not be liable for storm or stormwater damage
or other damage to the Interconnection Customer’s facilities not caused by the
Connecting Transmission Owner (including any water runoff that exceeds the design
capability of the Stormwater System).

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

The SUFs located at the Little Pond Station will be owned, operated, and maintained by
the Connecting Transmission Owner. The SUFs located at the Little Pond Station and Other
SUFs in Section C(i) of this Attachment 6 will be designed, procured and constructed by the
Interconnection Customer subject to Connecting Transmission Owner’s review and approval,
and in accordance with the Connecting Transmission Owner’s specifications. Connecting
Transmission Owner’s Engineering Department will be reviewing and approving those designs.
Connecting Transmission Owner may conduct construction oversight to Connecting
Transmission Owner’s satisfaction. Connecting Transmission Owner will perform final
checkout. Within three months of completing the construction and installation of the SUFs, the
Connecting Transmission Owner shall provide the Interconnection Customer with a final
accounting report in accordance with Article 6.1.2 of this Agreement. For purposes of the
foregoing, completion of the construction and installation of the SUFs shall occur upon the
Connecting Transmission Owner’s acceptance of the SUFs. The costs associated for the review
and approval of Interconnection Customer’s designs and construction oversight and checkout are
included in Section E of this Attachment 6 below. These costs are to be reimbursed to the
Connecting Transmission Owner by the Interconnection Customer.

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

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

Connecting Transmission Owner shall:

▪ Conduct final phasing and required checkouts to Connecting Transmission
 Owner’s system.

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E. COST ESTIMATES RELATED TO DISTRIBUTION UPGRADES AND SYSTEM

UPGRADE FACILITIES

Description Estimated Costs

Stand Alone System Upgrade Facilities $5,888,600

Other System Upgrade Facilities - Little $1,682,000

Pond Station

Other System Upgrade Facilities - $1,018,060

Remote Stations

Total $8,588,660\*

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

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Attachment 7

Insurance Coverage

Interconnection Customer shall, at its own expense, maintain in force throughout the period of this Agreement, the following minimum insurance coverage, with insurers authorized to do business in the State of New York:

Commercial General Liability Insurance, including but not limited to, premises and

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

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

Interconnection Customer shall carry statutory Workers Compensation and Employers Liability.

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Attachment 8

Initial Synchronization Date

[Date]

New York Independent System Operator, Inc. Attn: Vice President, Operations

10 Krey Boulevard

Rensselaer, NY 12144

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

Spring Valley, NY 10977

Re: Little Pond Solar Project Small Generating Facility

Dear :

On [Date] [Interconnection Customer] initially synchronized the Small Generating Facility [specify units, if applicable]. This letter confirms that [Interconnection Customer]’s Initial Synchronization Date was [specify].

Thank you.

[Signature]

[Interconnection Customer Representative]

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Attachment 9

Commercial Operation Date

[Date]

New York Independent System Operator, Inc. Attn: Vice President, Operations

10 Krey Boulevard

Rensselaer, NY 12144

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

Spring Valley, NY 10977

Re: Little Pond Solar Project Small Generating Facility

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. \_\_\_. This
letter confirms that [Interconnection Customer] commenced Commercial Operation of the
Small Generating Facility [specify units, as applicable], effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

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Attachment 10

TERMS AND CONDITIONS Of

ORANGE AND ROCKLAND UTILITIES, INC.
 CONSTRUCTION PROJECTS

Reference Number

For use with the Small Generator Interconnection Agreement by and among the New York

Independent System Operator, Inc.; Orange and Rockland Utilities, Inc.; and Little Pond Solar,
LLC.

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

apply:

Agreement -

Connecting
Transmission Owner

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

Orange and Rockland Utilities, Inc.

Interconnection Customer - Little Pond Solar, LLC

Site - The area under and around Connecting Transmission Owner’s 69kV

Transmission Line L12/131 in which Interconnection Customer is to construct and install the equipment described in Attachment 6(C)(i) to effect the interconnection of Interconnection Customer’s Small Generating Facility.

Terms - These Terms and Conditions for Construction Projects .

Subcontractor - Any company or person, other than an employee of Interconnection

Customer, that furnishes any of the Work on behalf of Interconnection Customer.

Work - The construction and installation of the System Upgrade Facilities

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

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

2. Specifications, Plans, and Drawings.

(a) The Work shall be performed in strict accordance with the

Agreement and the specifications, plans, and drawings. No deviation is permitted
unless approved in advance in writing by Connecting Transmission Owner. The
specifications, plans, and drawings and all other documents which are part of the
Agreement are supplementary to each other. Anything called for by any one of
such documents shall be required to the same extent as if called for by all of them,
and the Work shall be completed in every detail whether or not every item is
specifically mentioned. If there should be a conflict between the drawings and the

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writings that comprise the plans and specifications, the writings shall govern unless
upon notice thereof Connecting Transmission Owner directs otherwise in writing.

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

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

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

3. Safeguards in Work.

(a) Interconnection Customer shall, or shall cause the Subcontractors

to, provide and maintain at its/their own expense safe and sufficient entrance and
exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders,
runways for concrete carriers, hoists and all equipment, apparatus and appliances
necessary or proper for carrying on the Work safely; shall not load any of the
foregoing items or any part of any structure or equipment with a weight that will
make it unsafe; shall make and keep the place of Work and the ways and approaches
thereto well lighted, safe and free from avoidable danger, taking into account,
without limitation, local conditions; and shall mark any faulty items “unsafe” until
repaired or replaced. Subcontractor movement to and from Connecting

Transmission Owner existing rights of way shall be confined to approved access
roads and pathways as shown on the project plan and profile. All other access shall
be arranged by the subcontractor who will be responsible for all associated costs.
Connecting Transmission Owner use of any access, outside the scope of the plan
and profile, shall not confer the right for the subcontractor to use such access.

(b) Interconnection Customer shall, or shall cause the Subcontractors
to, provide all permanent and temporary shoring, anchoring and bracing required
by the nature of the Work to make all parts stable and rigid, even when such shoring,

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anchoring and bracing are not explicitly called for. Interconnection Customer shall
support and protect all buildings, bridges, roadways, conduits, wires, water pipes,
gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or
private property that may be encountered or endangered in the prosecution of the
Work.

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

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

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

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

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4. Knowledge of Work Conditions and Requirements.

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

5. Interconnection Customer’s Performance.

(a) Interconnection Customer shall, or shall cause the Subcontractors

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

(b) When work is performed on the Site, Interconnection Customer
must provide at all times an on-site representative with full authority to act for
Interconnection Customer. The representative must be able to read, write, and
thoroughly understand both English and any other languages spoken by persons
performing work for Interconnection Customer and must be able to effectively
communicate with those persons in their own language or languages. In addition,
Interconnection Customer’s representative must ensure that labeling, log book
entries, completion of forms and all other tasks requiring a proficiency in English
are performed clearly and correctly. The continuation of the individual selected by
Interconnection Customer in this role shall be subject to the continuing approval of
Connecting Transmission Owner.

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

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(i) All equipment, tools, other construction aids and materials utilized by

Interconnection Customer and Subcontractors shall be of high quality and
in good working order. Interconnection Customer shall or shall cause the
Subcontractors to, submit material safety data sheets (MSDS) for all

chemical and hazardous substances used in the Work. If, in the opinion of
Connecting Transmission Owner, any of Interconnection Customer’s or
Subcontractor’s equipment, supplies, tools, other construction aids or
materials are unsafe or inadequate, Interconnection Customer shall, or shall
cause the Subcontractors to remove such items from the site immediately
and replace them with safe and adequate substitutes at Interconnection
Customer’s or Subcontractor’s expense. Interconnection Customer shall be
fully and solely responsible for and shall safeguard its equipment, tools,
supplies, other construction aids and materials at all times. Interconnection
Customer shall, or shall cause the Subcontractors to provide adequate
storage for all such items used in connection with the Work.

(ii) The use of public roadways and properties for the parking of employee

vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances. Access to all existing Connecting Transmission Owner rights of way shall be maintained and allowed during the entire performance of the Work. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

(iii) Fire hydrants and stop valves adjacent to the Work shall be kept clear and

readily accessible to fire apparatus, and no material or other obstruction
shall be placed, parked or stored within fifteen (15) feet of any hydrant or
stop valve (or a greater distance if required by local law, rule or regulation).
Interconnection Customer shall or shall cause the Subcontractors to, comply
fully with all local rules and regulations relative to fire protection, shall keep
the structure and premises free from burnable trash and debris, and shall
exercise every precaution against fire. This shall include, but not be limited
to, posting a fire watch, with appropriate fire fighting equipment, during all
welding, burning, stress relief and other heating operations. Interconnection
Customer shall, or shall cause the Subcontractors to, assure that the fire
watch is informed of the site fire control procedures and remains posted
during breakfast, lunch and dinner periods and until one hour after such
heating operations have stopped.

6. Connecting Transmission Owner’s Authority.

(a) Connecting Transmission Owner, in consultation with

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

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

7. Warranties.

(a) Interconnection Customer warrants the Work for a period of one (1)

year from the transfer of the Work, under the Agreement unless a longer period is specified or in an applicable municipal code or regulation, in which case the longer period shall apply:

(i) as to services, that they shall be rendered competently and by qualified

personnel in accordance with Good Utility Practice, and

(ii) as to materials, equipment, structures and other things, that they shall be

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

(b) In the event any part or all of the Work fails to satisfy any of these
warranties, upon written notice thereof from Connecting Transmission Owner to
Interconnection Customer, Interconnection Customer shall, at no cost to
Connecting Transmission Owner, promptly repair, replace, or reperform the
defective Work, as directed by Connecting Transmission Owner, and do whatever
else is necessary to cause the Work to satisfy all of the aforesaid warranties. All
work repaired, replaced or reperformed under the provisions of this Article shall be
subject anew to this Article with the warranty period commencing upon completion
of the repair, replacement, or reperformance. If Interconnection Customer fails to
correct any defective Work as aforesaid promptly after being notified thereof by
Connecting Transmission Owner, then Connecting Transmission Owner may
correct the defective work and charge Interconnection Customer for the costs and
expenses it occurs in so doing. Any defective parts removed in connection with
repair or replacement shall be disposed of by Interconnection Customer at its
expense.

8. Labor.

(a) Interconnection Customer shall, or shall cause the Subcontractors

to, unless otherwise specifically stated herein, provide all labor required to fully

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

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

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

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

Interconnection Customer shall comply with and shall cause all its employees and Subcontractors
(Interconnection Customer, its employees and any Subcontractors are known herein the “Permitted
Persons”) to comply with all applicable laws, rules, regulations, and ordinances (including, but not
limited to, Environmental Laws, as defined in the Agreement), as well as all regulations,
procedures and directives of Connecting Transmission Owner. Interconnection Customer shall be
responsible for obtaining and maintaining all permits, licenses, and any other governmental
permission required for, or in connection with, its portion of the Work Interconnection Customer
shall cause any and all of the Permitted Persons who are not in compliance with such laws, rules,
regulations, ordinances, procedures and directives or who otherwise engage in illegal conduct or
conduct that threatens injury to persons or damage to property at the Site to be refused access to
Site and, if present at the Site, to be immediately removed therefrom in a reasonable and peaceful

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manner. If Interconnection Customer fails to comply with its obligations under the immediately
preceding sentence, Connecting Transmission Owner, without any liability whatsoever to the
Permitted Persons or others, may, but shall not be obligated to, cause any and all Permitted Persons
who are not in compliance with such laws, rules, regulations, ordinances, procedures and directives
to be refused access to the Site and to be immediately removed from the Site in a reasonable and
peaceful manner. Interconnection Customer shall defend, indemnify and hold Connecting
Transmission Owner, its trustees, directors, officers, employees, affiliates and agents (collectively,
the “Protected Parties”) harmless under the procedures applicable to the Section 7.3 indemnity in
the Agreement from and against any and all claims, actions, causes of action, damages, loss and
liability, including costs and expenses, legal and otherwise, and statutory or administrative fines,
penalties, or forfeitures, which arise from or relate to refusing access to, removing, failing to refuse
access to and/or failing to remove from the Site any and all Permitted Persons-so long as the actions
of the Protected Parties do not amount to gross negligence or intentional wrongdoing.

10. Quality Assurance/Quality Control.

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

11. Protection of Persons, Work and Property.

(a) In the course of performing the Agreement, Interconnection

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

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

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

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

(e) Interconnection Customer shall, or shall cause the Subcontractors to, provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the Work and shall have standing arrangements for the removal and hospital treatment of such persons. If any claim is made by any person against Interconnection Customer or any other contractor on account of any accident, Interconnection Customer shall promptly report it in writing to Connecting Transmission Owner, giving full details of the claim.

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

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its Subcontractors, including how waste will be stored, characterized, and disposed; the Interconnection Customer will not be permitted to transport any waste off-site or dispose of any waste until the Connecting Transmission Owner has reviewed and accepted the waste disposal scenario.

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

(h) Security. As between Connecting Transmission Owner on the one
hand and Interconnection Customer on the other, Interconnection Customer shall
be solely responsible for securing and safeguarding (i) any and all Permitted
Persons (and their possessions) while present at or about the Site, and any and all
equipment, tools, supplies, materials and other personal property used in
connection with such work or brought onto or located at or about the Site by or on
behalf of any and all Permitted Persons. To the fullest extent permitted by law,
Connecting Transmission Owner shall have no responsibility for any equipment,
tools, supplies, materials or other personal property that may be brought onto or
located at or about the Connecting Transmission Owner Transmission ROW and
which is subsequently lost, stolen or damaged. To the fullest extent permitted by
law, the immediately preceding sentence shall apply even under circumstances
where Connecting Transmission Owner may be negligent but shall not apply in the
case of Connecting Transmission Owner’s gross negligence or intentional
wrongdoing.

12. Vehicle Spills.

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

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

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

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13. Maintenance of Work Site.

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

14. Subsurface Conditions Found Different.

Connecting Transmission Owner shall not be obliged to show any subsurface conditions on any
drawing, plans or specifications it may furnish to Interconnection Customer or Subcontractor, and
if none are shown that is not to be interpreted as indicating that there are none of significance to
the Work. Should Interconnection Customer encounter subsurface conditions at the site materially
different from any that are shown on the drawings, plans or specifications, it shall immediately
give notice to Connecting Transmission Owner of such conditions before the conditions are
disturbed. Connecting Transmission Owner will thereupon promptly investigate the conditions,
and if it finds that they materially differ from those shown on the plans or indicated in the
specifications it will make any changes necessary to revise the plans, drawings, or specifications
to reflect the actual site conditions, at the cost to the Interconnection Customer. The
Interconnection Customer will also be responsible for all costs associated with the fact that the site
conditions differ materially from those contained in the plans, drawings or specifications.

15. Inspection and Tests and Correction of Defects.

(a) Connecting Transmission Owner shall have the right to inspect any

and all records of Interconnection Customer or its Subcontractors whenever
Connecting Transmission Owner believes that this is necessary to insure that the
Work is proceeding and will proceed in full accordance with the requirements of
the Agreement. In addition, all parts of the Work shall throughout the time of
performance of the Agreement be subject to inspection by Connecting
Transmission Owner. To the extent permitted by the Agreement, Connecting
Transmission Owner shall be the final judge of the quality and acceptability of the
Work, the materials used therein, and the processes of manufacture and methods of
construction employed in connection therewith. Interconnection Customer shall,
or shall cause the Subcontractors to, provide Connecting Transmission Owner’s
representatives with safe and proper facilities for access to and inspection of the
Work, both at the Site and at any plant or other source of supply where any
equipment, material, or part may be located. Connecting Transmission Owner shall
have the right to witness any test Interconnection Customer or any third party acting

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on behalf of Interconnection Customer conducts relating to the Work, and
Interconnection Customer shall give Connecting Transmission Owner advance
written notice thereof. The test results shall be provided to Connecting
Transmission Owner for concurrence as soon as practical, and found to be
satisfactory only if accepted by Connecting Transmission Owner. Connecting
Transmission Owner shall have the right to require Interconnection Customer to
perform reasonable additional tests at reasonable times and places The cost of any
additional tests required by Connecting Transmission Owner shall be borne by
Connecting Transmission Owner unless they disclose a defect or nonconformity in
the Work, in which case the cost shall be borne by Interconnection Customer.

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

(c) Should it appear to Connecting Transmission Owner at any time
prior to the completion and acceptance of any segment of the Work, whether as a
result of the aforementioned inspections and tests or otherwise, that any part of the
Work in an uncompleted segment is not suitable or of good quality or fails to
conform to the Agreement’s requirements, Connecting Transmission Owner shall
have the option to :

(i) halt the continuation of such segment of the Work; and

(ii) require Interconnection Customer, at Interconnection Customer’s sole

expense and within such reasonable time as may be fixed by Connecting
Transmission Owner, to reconstruct, replace or correct the applicable Work
and remedy any damage to property of Connecting Transmission Owner
and others occasioned by such Work or the materials, methods or processes
employed in connection therewith, or, if Interconnection Customer does not
comply with such requirement, then Connecting Transmission Owner may
perform or have performed by another all of the aforementioned tasks and
recover the cost thereof from Interconnection Customer; or

(iii) accept the unsuitable or nonconforming Work.

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

16. Subcontracting.

(a) Interconnection Customer shall, notwithstanding Connecting

Transmission Owner’s approval of a particular Subcontractor, be as fully
responsible for the acts and omissions of its Subcontractors and their agents as it is
for its own acts and omission. Should any approved Subcontractor fail to perform

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to the satisfaction of Connecting Transmission Owner, Connecting Transmission
Owner shall have the right to rescind its approval and to require the Work
subcontracted to be performed by Interconnection Customer or by another
approved Subcontractor. Nothing contained herein shall create any contractual
rights in any Subcontractor against Connecting Transmission Owner.
Interconnection Customer shall cause all subcontracts applicable to the Work to
contain provisions which require the Subcontractor to provide the same insurance
coverage as is required of Interconnection Customer naming both Connecting
Transmission Owner and Interconnection Customer as additional insureds.
Subcontracts shall provide for Interconnection Customer the same rights against
the Subcontractor as Connecting Transmission Owner has hereunder against
Interconnection Customer and shall expressly state that such provisions shall also
be for the benefit of Connecting Transmission Owner.

17. Title to Materials and Completed Work.

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

18. Connecting Transmission Owner’s Performance.

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

19. Liens.

Interconnection Customer shall defend, save harmless and indemnify Connecting Transmission
Owner (as well as any owner of the real property on which the project is situated) against all claims,
liens or attachments growing out of the demands of Subcontractors, mechanics, workmen,
materialmen and furnishers of machinery, equipment, tools, or supplies, including commissary, in
connection with the Work. Interconnection Customer shall deliver the Work to Connecting
Transmission Owner free and clear of all liens, claims, and encumbrances, and shall furnish
Connecting Transmission Owner a certificate to that effect upon request. If requested by
Connecting Transmission Owner, Interconnection Customer shall furnish Connecting
Transmission Owner with a Interconnection Customer Affidavit - Final Full Release And Waiver
of Lien document and, for each Subcontractor, a Subcontractor Affidavit - Final Full Release And
Waiver of Lien document, duly executed and delivered by Interconnection Customer and its
Subcontractors, as applicable. Such documents shall, among other things, waive, release and
discharge all claims and liens relating to the Work, the project or the Agreement and defend,
indemnify and hold harmless Connecting Transmission Owner (as well as any owner of the real
property on which the project is situated) from and against such claims and liens. Such documents
shall be in a form reasonably satisfactory to Connecting Transmission Owner and shall in all

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respects be read and interpreted consistent with Section 34 of the New York Lien Law (or its
successor). Any liens arising from Interconnection Customer’s Subcontractors, mechanics,
workmen, materialmen and furnishers of machinery, equipment, tools, or supplies, including
commissary, must be fully bonded or otherwise discharged by Subcontractor or Interconnection
Customer in accordance with applicable law, within five (5) days of the filing of the lien.

20. Other Contractors.

(a) Interconnection Customer shall fully cooperate with other

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

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

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

21. Patents, Etc.

If Interconnection Customer, in performing this Agreement, employs, constructs or provides any
design, process, material, tool or equipment covered by a patent, copyright, trademark or other
proprietary right, Interconnection Customer shall, if it does not itself own such right, at its own
expense secure permission prior to its use hereunder by securing a suitable agreement from the
owner of such right. Interconnection Customer shall indemnify and hold Connecting Transmission
Owner harmless against any claim, suit or proceeding for infringement of any patent, copyright,
trademark or other proprietary right brought against Connecting Transmission Owner, and any
liability arising therefrom, arising out of the use or manufacture of any designs, processes,
materials, tools or equipment provided to Connecting Transmission Owner or employed in the
performance of the Work, except with respect to any equipment, process, material or design
specified or developed by Connecting Transmission Owner. Subject to the foregoing exception,

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Interconnection Customer shall provide for the defense of any such claim, suit or proceeding, and
shall pay all costs and expenses in connection therewith, including compensation of experts and
counsel, and all damages and costs awarded against Connecting Transmission Owner. Connecting
Transmission Owner shall notify Interconnection Customer of any such claim, suit or proceeding
in writing and give Interconnection Customer authority, information and assistance (at

Interconnection Customer’s expense) for the defense thereof. In the event that the use of anything furnished or constructed hereunder is enjoined, Interconnection Customer shall promptly, at its own expense and at its option, either (a) procure for Connecting Transmission Owner the right to continue using it or (b) with the approval of Connecting Transmission Owner, (i) replace it with a noninfringing equivalent or (ii) modify it so it becomes noninfringing.

22. Ownership of Documents.

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

23. Compliance with Laws on Discrimination in Employment.

Interconnection Customer will not discriminate against any employee or applicant for employment
because of race, color, religion, sex, age, ancestry or national origin. Interconnection Customer
will take affirmative action to insure that employees are treated, during employment, without
regard to their race, color, religion, sex, age, ancestry, or national origin. Such action shall include,
but not be limited to, the following: employment, job classification, upgrading, demotion,
promotion, layoff, termination or transfer, rates of pay or other forms of compensation and
selection for training, including apprenticeship. To the extent applicable, Interconnection
Customer shall utilize commercially reasonable efforts to comply with and cause its subcontractors
to comply with, Federal Acquisition Regulation (“FAR”) clause 52.203-6, “Restrictions on
Subcontractor Sales to The Government (Jul 1985)”, FAR clause 52.203-7, “Anti-Kickback
Procedures (Oct 1988)”, FAR clause 52.203-11, “Certification And Disclosure Regarding

Payments to Influence Certain Federal Transactions (Apr 1991)”, FAR clause 52.203-12,

“Limitation On Payment To Influence Certain Federal Transactions (Jan 1990)”, FAR clause

52.219-8, “Utilization Of Small Business Concerns and Small Disadvantaged Business Concerns
(Feb 1990)”, FAR clause 52.219-9, “Small Business And Small Disadvantaged Business

Subcontracting Plan (Jan 1991)”, FAR clause 52.222-26, “Equal Opportunity (Apr 1984)”, FAR
clause 52.222-35, “Affirmative Action For Special Disabled And Vietnam Era Veterans (Apr
1984)”, FAR clause 52.222-36, “Affirmative Action For Handicapped Workers (Apr 1984)”, FAR
clause 52.222-37, “Employment Reports On Special Disabled Veterans and Veterans Of the
Vietnam Era (Jan 1988)”, and FAR clause 52.223-2, “Clean Air and Water (1984)”.

Interconnection Customer certifies that neither it nor its principals is debarred, suspended or
proposed for debarment by the Federal Government; that it does not and will not maintain or

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provide for its employees any segregated facilities (i.e., facilities that are segregated on the basis
of race, color, religion, or national origin) at any of its establishments, and that it does not permit
and will not permit its employees to perform their services at any location under its control where
segregated facilities are maintained; and that any facility to be used in the performance of this
Agreement is not listed on the Environmental Protection Agency List of Violating Facilities.

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