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NIAGARA MOHAWK POWER CORPORATION
INTERIM ENERGY SALES AGREEMENT NO. 2017

This Interim Energy Sales Agreement No. 2017 ("Interim ESA") dated November 6, 2025 by and between Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid"), a New York corporation having a place of business at 175 East Old Country Road, Hicksville, NY 11801 and Onondaga County Resource Recovery Agency ("Producer"), a public benefit corporation having a place of business at 100 Elwood Davis Road, North Syracuse, New York 13212, shall be effective as of January 1, 2026 ("Effective Date"). National Grid and Producer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, National Grid is, among other things, a regulated utility engaged in the business of transmitting and distributing electric power to customers in its service territory in New York State;

WHEREAS, Producer owns and contracts the operation of a waste-to-energy plant located at 5801 Rock Cut Road, Hamlet of Jamesville, Town of Onondaga, County of Onondaga, State of New York, having a total installed nameplate capacity of 39.22MW (the "Production Facility");

WHEREAS, pursuant to an Agreement dated January 6, 1984 (as amended from time to time, the Agreement and such amendments collectively, the "Original Power Purchase Agreement) Producer sold and delivered, and National Grid purchased and accepted, all of the Excess Electric Output (as defined below) produced by the Production Facility that was not used by Producer;

WHEREAS, the Original Power Purchase Agreement defines the termination date to be December 31, 2025;

WHEREAS, the Parties desire to negotiate the terms of both a new Power Purchase Agreement ("PPA") and Interconnection Agreement ("IA") (collectively, the "New Agreements") whereby Producer will continue to sell and deliver, and National Grid will continue to purchase and accept, all of the Excess Electric Output, excluding Green Attributes, generated at the Production Facility; and

WHEREAS, in order to allow the Parties sufficient time to negotiate the terms of the New Agreements, the Parties hereby agree to execute this Interim ESA.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

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ARTICLE 1.
DEFINITIONS

The following definitions and any terms defined in this Interim ESA shall apply to this Interim ESA:

1.1 "Alternative 3 Value Stack Capacity Rate" shall have the meaning set forth in Article 5.4 (ii) of this Interim ESA

1.2 "Ancillary Services" means those energy services required by the NYISO to support the transmission of Electricity (as defined below) from generators to loads, while maintaining reliable operation of the power system in the New York Control Area and shall include scheduling, system control and dispatch service, reactive supply and voltage support service, regulation and frequency response service, energy imbalance service, operating reserve service (including spinning reserve, 10-minute non-synchronized reserves and 30-minute reserves), black start capability, and any other services designated as "Ancillary Services" in the NYISO (as defined below) Services Tariff.

1.3 "Business Day" means a day on which Federal Reserve member banks in New York City are open for business.

1.4 "Business Hours" means between 8:00 a.m. and 5:00 p.m. Eastern Standard (or Daylight, when in effect) time on a Business Day.

1.5 "Capability Period" means the period commencing November 1 and ending April 30 (each, a "Winter Capability Period") or the period commencing May 1 and ending October 31 (each, a "Summer Capability Period").

1.6 "Credit Meter" means the meter installed by National Grid (QIP # 679041, NYGATS ID GEN36524 existing meter # 24666143) to measure the Excess Electric Output of the Production Facility.

1.7 "Delivery Point" shall be on the Producer's side of the Producer's 115kV circuit breaker.

1.8 "Distribution System" shall mean National Grid's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among geographic areas.

1.9 "Electricity" means electric capacity as measured in MW or kW, energy as measured in MWh or kWh, Green Attributes (as defined below), and Ancillary Services.

1.10 "Excess Electric Output" means all of the Electricity produced by the Production Facility in excess of the Electricity provided by the Production Facility to Producer.

1.11 "FERC" means the Federal Energy Regulatory Commission.

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1.12 "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrections, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage.

1.13 "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility 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 in which the Production Facility is located. Good Utility Practice shall include, but not be limited to, NERC (as defined below) criteria, rules, guidelines and standards, NPCC (as defined below) criteria, rules, guidelines and standards, NYSRC (as defined below) criteria, rules, guidelines and standards, and NYISO (as defined below) criteria, rules, guidelines and standards, where applicable, as they may be amended from time to time including the rules, guidelines and criteria of any successor organization to the foregoing entities. When applied to Producer, the term "Good Utility Practice" shall also include standards applicable to a utility generator connecting to the distribution or transmission facilities or system of another utility.

1.14 "Green Attributes" means renewable energy credits, renewable energy conversion credits, renewable portfolio credits or attributes, as such terms and similar terms are commonly used by the NYISO (as defined below), FERC, and the PSC (as defined below), and in the proceedings of such entities and as may be revised from time to time.

1.15 "Interconnection Agreement" as used herein shall mean the standard form contract found in the *New York State Standardized Interconnection Requirements and Application Process for New Distributed Generators and/or Energy Storage Systems 5 MW or Less Connected in Parallel with Utility Distribution Systems*, also sometimes referred to as Form K within National Grid, for eligible technologies up to 5 MW in capacity. For facilities not eligible to use the standard form contract, Interconnection Agreement as used herein shall mean a custom agreement prepared by National Grid. Whether a standard form contract or a custom agreement, the Interconnection Agreement must be executed by both Producer and National Grid by the effective date of the PPA.

1.16 "Interest Rate" means the rate provided in S.C. No. 6 of the Tariff (as defined below).

1.17 "NERC" means the North American Electric Reliability Corporation or any successor organization.

1.18 "NPCC" means the Northeast Power Coordinating Council, Inc. or any successor organization.

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1.19 "NYCA" shall have the meaning set forth in Article 5.4 (ii) of this Interim ESA.

1.20 "NYGATS" means the New York Generation Attribute Tracking System administered by NYSERDA whereby NYSERDA obtains generation, delivery and consumption information from independent system operators, generators, public utility companies, and retail load serving entities.

1.21 "NYISO" means the New York Independent System Operator, Inc., an organization formed in accordance with FERC orders to administer the operation of and, provide equal and open access to, the transmission system of New York State, and to maintain system reliability.

1.22 "NYSERDA" means the New York State Energy Research and Development Authority.

1.23 "NYSRC" means the New York State Reliability Council, L.L.C. or any successor organization.

1.24 "PSC" means the New York State Public Service Commission.

1.25 "PURPA" means the Public Utility Regulatory Policies Act of 1978, as amended, and the regulations of the PSC and FERC promulgated thereunder.

1.26 "QF" means a qualifying facility as defined under PURPA and the regulations implementing PURPA.

1.27 "Tariff" means Niagara Mohawk Power Corporation d/b/a National Grid P.S.C. No. 220 – ELECTRICITY, Schedule for Electric Service, as it exists at the time of execution of this Interim ESA and as it may be amended from time to time thereafter.

1.28 "UCAP" means unforced capacity, as such term is defined in the NYISO Services Tariff or NYISO Open Access Transmission Tariff ("OATT") and as such definition may be modified, amended and superseded from time to time. The UCAP of the Production Facility shall be the quantity that National Grid certifies and is able to claim credit for with the NYISO.

1.29 "Unforced Capacity Requirement" shall have the meaning set forth in the Tariff.

ARTICLE 2.
DELIVERY AND ACCEPTANCE OF ELECTRICITY

2.1 During the term of this Interim ESA and except as expressly provided herein, Producer agrees to sell and deliver, and National Grid agrees to purchase and accept all of the Excess Electric Output of the Production Facility, subject to the terms and conditions of this Interim ESA. Producer shall have no obligation to provide any minimum quantities of Electricity, nor shall it have an obligation to schedule such Electricity, provided however that nothing in this Interim ESA shall be construed as affecting in any way Producer's obligation to provide National Grid with prior notice of any scheduled outages of the Production Facility for maintenance

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and/or making any necessary inspection or repairs. Producer may disconnect the Production Facility upon eighteen (18) hours advance notice to National Grid if the planned shutdown will last eight (8) hours or more. For non-emergency forced outages lasting eight (8) hours or more, Producer shall notify National Grid within 24 hours of the commencement of the shutdown. The quantity of Electricity delivered shall be determined by utilizing data obtained by National Grid from channel 3 of the Credit Meter.

2.2 Producer shall deliver Electricity from the Production Facility to National Grid at the Delivery Point at approximately 115 kV Volts, 60 Hertz, three phase. The Production Facility and electrical interconnection at all times shall meet or exceed the requirements of National Grid's Electric Service Bulletin No. 756 ("ESB 756"), dated January 2023, Version 8.0, as it may be amended from time to time.

ARTICLE 3.
TERM AND TERMINATION

3.1 The term of this Interim ESA shall commence at 12:00 am on the Effective Date and shall terminate on the earlier to occur of: i) 11:59 pm on December 31, 2026; or ii) thirty (30) calendar days following receipt by National Grid of Producer's written notice of its intent to terminate this Interim ESA; or (iii) the effective date of the New Agreements. Written Notice of intent to terminate must be received under any and all circumstances in which Producer intends to sell energy under a different contract arrangement with National Grid or another outside entity.

ARTICLE 4.
LIMITATIONS ON THE OBLIGATION TO PURCHASE

4.1 National Grid's obligation to accept and pay for Electricity produced at the Production Facility shall be suspended for any period(s) of time during which, for reason of repair, service, system emergency, safety, or any other reasons set forth in Sections 4.1, 4.2, 4.3, 4.4 and 4.5 of this Article that National Grid's electric system is unable to accept such Electricity. If necessary, and solely for the reasons set forth above or as authorized elsewhere in this Interim ESA or, if applicable, by the provisions of the Tariff, National Grid may order that the Production Facility be disconnected from National Grid's electric system. National Grid agrees to minimize the frequency and duration of such disconnections, consistent with Good Utility Practice.

4.2 National Grid may disconnect the Production Facility, without prior notice to Producer (a) to eliminate conditions that constitute a potential hazard to National Grid personnel or the general public; (b) if pre-emergency or emergency conditions exist on the National Grid system, (c) if a hazardous condition relating to the Production Facility is observed by a National Grid inspection; or (d) if Producer has tampered with any protective device. National Grid shall notify Producer of the emergency if circumstances permit. Producer shall notify National Grid promptly when it becomes aware of an emergency condition that affects the Production Facility that may reasonably be expected to affect National Grid's electric system.

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4.3 National Grid may disconnect the Production Facility, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) Producer has failed to make available records of verification tests and maintenance of the Production Facility's protective devices; (b) the Production Facility interferes with National Grid equipment or equipment belonging to other customers of National Grid; or (c) the Production Facility adversely affects the quality of service of adjoining customers.

4.4 National Grid may disconnect the Production Facility after notice to Producer when necessary for routine maintenance, construction, and repairs on National Grid's electric system. Producer may request to reconnect its service prior to the completion of National Grid's work. National Grid will accommodate such requests, provided that Producer shall be responsible for the costs of National Grid's review and any system modifications required to reconnect the Production Facility ahead of schedule.

4.5 Producer shall have the right to shut down, curtail, reduce or interrupt the operation of the Production Facility or to temporarily disconnect the Production Facility from National Grid's Distribution System whenever and for such periods of time as may be necessary, in the sole discretion of Producer, for any repair, maintenance, energy conservation, emergency or safety reasons. Producer agrees to reimburse National Grid for all costs incurred for any disconnection or reconnection of the Production Facility arising under this Section 4.5.

4.6 Producer agrees, to the extent reasonably practicable, to coordinate the maintenance activities of the Production Facility with National Grid.

4.7 During any period of disconnection, the Parties shall use their best efforts to restore the connection as promptly as is reasonably possible consistent with Good Utility Practice.

ARTICLE 5.
PAYMENT

5.1 The Credit Meter will be read monthly in conjunction with National Grid's normal meter reading schedule. National Grid will calculate the amount due Producer on a monthly basis.

5.2 Subject to Section 5.1, National Grid shall pay Producer by electronic Automated Clearing House ("ACH") payment on or before the twenty-fifth (25th) day of each month for Electricity delivered to National Grid by Producer during the preceding calendar month. Payment shall include a statement that details the metered amount of Electricity delivered during the preceding billing period and the applicable rates paid. Payment to Producer for Electricity shall be made by National Grid in accordance with the payment instructions provided by Producer to National Grid simultaneous with the execution of this agreement. Producer may change such payment instructions by providing prior written notice of the change to National Grid pursuant to Article 18.

5.3 Overdue payment shall accrue interest at the Interest Rate from, and including, the due date to, but excluding the date of payment.

5.4 Subject to Article 3, during the term of this Interim ESA, National Grid shall purchase Electricity from Producer pursuant to Service Classification No. 6 (exclusive of any statutorily

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required minimum payment) of the Tariff which provides for the purchase of Electricity from customers with qualifying on-site generating facilities, as the same may be from time to time changed, amended or supplemented, or any successor tariff thereto duly approved by the PSC, as follows:

i. Energy - National Grid shall pay Producer for energy delivered from the Production Facility a rate equal to the real-time locational based market price for energy published by the NYISO for Producer's Point Identification ("PTID") 61754.

ii. Capacity –National Grid shall pay Producer monthly for UCAP provided by the Production Facility up to a maximum of 5 MW at a rate equal to the product of the Production Facility's net kW injection during the hour of the New York Control Area ("NYCA") peak in the previous year, and the effective Alternative 3 Value Stack Capacity Rate. The "Alternative 3 Value Stack Capacity Rate" means the forecasted LBMCP ($/kW-mo) rate times the sum of one plus the Unforced Capacity Requirement of the NYISO.

iii. Ancillary Services - The Parties acknowledge and agree that no additional consideration is to be paid by National Grid for the rights to ancillary services of the Production Facility. Producer shall have no responsibility for the registration, scheduling or bidding of Ancillary Services and, as between the Parties, and to the extent applicable, such responsibilities shall be National Grid's. National Grid shall collect and retain any payments for ancillary services received from the NYISO.

iv. Green Attributes - The Parties acknowledge and agree that for the term of this Interim ESA, right, title, and interest in any Green Attributes related to or associated with the energy produced by the Production Facility shall be vested in Producer. If Producer desires to have National Grid report the meter data to the NYGATS on Producer's behalf, the Parties will need to execute a Data Release Agreement authorizing National Grid to do so.

5.5 Upon providing five (5) days advance written notification, each Party will have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charges or computation made pursuant to this Interim ESA. Upon the written request of a Party, the other Party shall provide meter data and other statements evidencing the quantities of Electricity delivered at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such data or statement and the payments thereof will be made on the next month's payment date and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; *provided, however,* that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of one (1) year from the rendition thereof.

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ARTICLE 6.
METERING

6.1 Electricity delivered to the Delivery Point by Producer hereunder shall be measured by electric watt hour meters of a type approved by the PSC. Such meter readings shall be adjusted to account for losses (if any) between the generator and the Delivery Point. These metering facilities shall be installed, owned, and maintained by National Grid and shall be sealed by National Grid, with the seal broken only upon occasions when the meters are to be inspected, tested or adjusted and representatives of both National Grid and Producer are present. The metering and installation costs shall be borne by Producer. National Grid shall maintain the meters in accordance with the rules set forth in 16 NYCRR Part 92, as amended from time to time, and with Good Utility Practice. Maintenance costs shall be borne by Producer.

6.2 Each Party shall have the right to inspect and test the meters, upon not less than ten (10) days' notice. If said meters are found to be defective, National Grid shall adjust, repair or replace the same at the expense of Producer. Any test or inspection requested by a Party shall be at the expense of that Party.

6.3 Producer grants to the employees and agents of National Grid the right of access to Producer's premises at all reasonable times for such purposes of the reading of meters; inspection of meters, their wiring and related equipment; and installing, operating, maintaining, disconnecting and removing of any or all of the property belonging to National Grid. If Producer refuses such access to the meters or other National Grid equipment, or if access is obstructed or hazardous, National Grid shall provide notice that Producer shall have five (5) days in which to permit access or remove any obstruction or hazard. If, after five (5) days from the receipt of the notice, Producer does not permit access or remove any obstruction or hazard, it will constitute an event of breach, and National Grid may take any action in accordance with this Interim ESA or the Tariff, including disconnecting the Production Facility from the Distribution System in accordance with Good Utility Practice, after providing reasonable notice.

6.4 Producer may elect to install its own metering equipment in addition to National Grid metering equipment. Such metering equipment shall meet the requirements of 16 NYCRR Part 92, as may be amended from time to time. Should any metering equipment installed by National Grid fail to register during the term of this Interim ESA, the Parties shall use Producer's metering equipment, if installed. On any day or days on which neither Party's metering equipment is in service, the quantity of energy delivered shall be determined in such manner as the Parties agree. National Grid's meter(s) shall be read on a schedule compatible with National Grid's normal meter reading schedule.

6.5 In the event Producer desires access to meter information, Producer, at its own expense, shall be responsible for purchasing and installing software, hardware and/or other technology that may be required to access such meter information. The software, hardware and/or other technology installed for this purpose shall be in compliance with any applicable PSC and National Grid rules, requirements, or standards.

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ARTICLE 7.
DEFAULTS AND REMEDIES

7.1 An "Event of Default" shall mean, with respect to a Party, the occurrence of any of the following:

(i) The failure to make, when due, any payment required pursuant to this Interim ESA if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the non-defaulting Party and provided the payment is not the subject of a good faith dispute as described in Article 10.

(ii) Any representation or warranty made by a Party herein which, when made or when deemed to be repeated, proves to be false or misleading in any material respect.

(iii) The failure of a Party to perform any covenant set forth in this Interim ESA (other than the events that are otherwise specifically covered in this Article 7 as a separate Event of Default and except due to causes excused by a Force Majeure Event) and, unless otherwise provided, such failure is not cured within seven (7) Business Days after receipt of written notice thereof, specifying the nature of the failure, provided that if such failure requires work to be performed, acts to be done, or conditions to be removed which cannot, by their nature, reasonably be performed, done or removed within such seven (7) Business Day period, no Event of Default shall be deemed to exist as long as the Party shall have commenced curing the same within the seven (7) Business Day period and shall diligently and continuously prosecute the same to completion.

(iv) A Party is subject to a bankruptcy proceeding ("Bankruptcy Proceeding") wherein a Party either (a) files a petition or otherwise commences a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise is adjudicated bankrupt, or (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

7.2 Remedies Upon Default. The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(i) Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to (i) continue performance under this Interim ESA and exercise such rights and remedies as it may have at law, in equity or under this Interim ESA, so long as such rights and remedies are not duplicative of any other rights and remedies in respect hereof, nor otherwise enable the non-defaulting Party to obtain performance or payments in excess of the performance and payments to which it is otherwise entitled pursuant to this Interim ESA and (ii) at its option, give such defaulting Party a written notice in accordance with this Interim ESA (a "Termination Notice") terminating this Interim ESA. Such termination shall be immediately effective.

(ii) Notwithstanding any other provision of this Interim ESA to the contrary, the cure of any default within the period provided therefore in this Article shall not release such