

EXHIBIT 7

RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (the “**Agreement**”) is made and entered into this ~~8th~~ ^{October} day of ~~September~~, 2024, by and between NEIGHBORHOOD DAIRY RNG, L.L.C. (hereinafter, “**Supplier**”) and LIBERTY UTILITIES (ST. LAWRENCE GAS) CORP. located at 33 Stearns Street, Massena, NY 13662 (hereinafter, “**Company**”). The parties hereto shall, individually, be a “**Party**” and, collectively, the “**Parties**.”

WITNESSETH

WHEREAS, Company is a public utility authorized and obligated to receive and transport natural gas and to provide retail natural gas service subject to the jurisdiction of the Public Service Commission of the State of New York hereinafter, “**NYSPSC**” or “**Commission**”; and

WHEREAS, by means of facilities operated by it, Supplier proposes to deliver Renewable Natural Gas into facilities owned and operated by Company in the State of New York; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, Company and Supplier agree as follows:

ARTICLE 1. DEFINITIONS

1.1 “**Btu**” or “**British Thermal Unit**” means, generally, the amount of heat required to raise the temperature of 1 pound of liquid water by 1°F at a constant pressure of one atmosphere and is a measure of heat value (energy content). Btu is calculated in conformance with applicable ANSI/API and A.G.A. recommendations.

1.2 “**CEII**” means critical energy infrastructure information.

1.3 “**Confidential Information**” means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential.” Confidential Information shall not include information that: (a) is already known to the receiving party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party (as defined hereinafter); (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the receiving party; (c) is developed by the receiving party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the receiving party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

1.4 “**Commission**” means the NYSPSC.

1.5 “**Company Contacts Addendum**” means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Company contact information pertinent to this Agreement. Said document may be amended or supplemented from time to time by Company and communicated to Supplier through facsimile, e-mail or a posting to the Company website.

- 1.6 “**Collateral Deposit**” has the meaning set forth in Section 2.7.
- 1.7 “**Company’s Tariff**” or “**Tariff**” means Company’s Tariff, P.S.C. No. 3 - Gas, on file with the NYPSC, as modified and amended from time to time, and the terms and conditions specified in such Tariff as they may pertain to this Agreement are expressly incorporated herein by reference.
- 1.8 “**Consumer Price Index**” means the “Consumer Price Index for All Urban Consumers” of the United States Bureau of Labor Statistics in effect and generally published at the time.
- 1.9 “**Cubic Foot**” means the volume of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a standard temperature of sixty degrees Fahrenheit (60° F), under standard gravitational force.
- 1.10 “**Custody Transfer**” means the point at which gas is metered by the Company’s custody meter as delineated in Exhibit A.
- 1.11 “**Effective Date**” means the date upon which the Collateral Deposit is provided by Supplier.
- 1.12 “**Environmental Attributes**” means any and all environmental attributes, compliance credits, benefits, emission reductions, offsets, and allowances, howsoever entitled and whether existing on or after the date hereof, attributable to the digestion of manure, production of biogas, characteristics, production, use or combustion of the RNG or its displacement or reduction in the use of conventional energy generation, greenhouse gas emissions, pollutants or transportation fuel, including, without limitation, the use of RNG as an advanced biofuel, cellulosic biofuel, low carbon fuel or alternative fuel including, without limitation, any existing or future tax credits, depreciation deductions and depreciation benefits, or other tax benefits arising from ownership or operation of the RNG facilities to be installed by Company or from the production of RNG.
- 1.13 “**Exhibit A**” means the document entitled “Exhibit A” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.
- 1.14 “**Exhibit B**” means the document entitled “Exhibit B” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.
- 1.15 “**Exhibit C**” means the document entitled “Exhibit C” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time specific to RNG.
- 1.16 “**Exhibit D**” means the document entitled “Exhibit D” which is attached hereto (and by such attachment, made a part hereof), as said document may be amended or supplemented, from time to time.
- 1.17 “**Exit Fee**” means the fee Supplier must pay to the Company in the event it terminates this Agreement pursuant to Section 6.2 below.
- 1.18 “**Gas Day**” means the twenty-four (24) hour period commencing at an hour specified in the Tariff of an interstate pipeline delivering gas to Company at a city gate station, or as otherwise specified in Company’s GTOP.

1.19 “**Gas Scheduling**” means the administrative function(s) of arranging for Supplier’s RNG to be delivered for the account of Company transportation customers and/or their suppliers, including nominations, confirmations, pool assignments and related activities.

1.20 “**Gas Transportation Operating Procedures Manual**” or “**GTOP**” is a document describing operating procedures, protocols and business practices for transportation service, as amended from time to time. The GTOP applicable to RNG delivered by Supplier in New York is filed with the NYSPSC. The GTOP is also posted on the Company web site.

1.21 “**Hazardous Waste Landfill**” refers to the facilities as defined by the United States Environmental Protection Agency – 40 CFR 260.10, New York State Department of Environmental Conservation – 6 NYCRR Part 370.2.

1.22 “**Interconnection Facilities**” means Company’s facilities connecting its existing main transmission line to the Receipt Point and the Company’s facilities to be located at the Receipt Point itself as more specifically described and delineated in Exhibit A and Exhibit D, *provided*, that “Interconnection Facilities” shall also include any equipment that is not described in Exhibit A or Exhibit D but is installed at the request of Supplier and upon consent of Company.

1.23 “**Low Carbon Fuel Standard**” or “**LCFS**” means a low carbon fuel standard program and any associated credits or benefits under any such federal or state program.

1.24 “**Maintenance Work**” means maintenance of, repairs to, or modifications to the Interconnection Facilities.

1.25 “**Mcf**” means one thousand (1,000) cubic feet of gas, determined on the measurement basis set forth in this Agreement.

1.26 “**Meter Fee**” means the annual meter fee of \$ [REDACTED] that Supplier will pay to Company in monthly installments beginning with the month in which Supplier first delivers RNG to Company. Thereafter, the Meter Fee shall be paid on the first day of every month in which Supplier delivers RNG to Company.

1.27 “**Month**” means the period commencing on the first Gas Day of a calendar month and ending immediately prior to the commencement of the first Gas Day of the next calendar month.

1.28 “**Operating Fee**” means the fee Supplier agrees to pay Company commencing as of the in-service date of the RNG Facility resulting in the injection of RNG into the Company’s system in consideration for Company allowing the injection of RNG from Supplier’s Plant into its natural gas distribution system via the Custody Transfer facilities, which shall be \$ [REDACTED] annually, provided in equal monthly installments beginning on the first day of the first month following completion of construction of the Interconnection Facilities. The Operating Fee shall be adjusted annually, beginning on the first day of the first month following the one-year anniversary of the date of the completion of construction of the Interconnection Facilities and each subsequent 12-month period thereafter, based on the changes in the Consumer Price Index over the 12-month period ending two months before the adjustment, or by three percent (3%), whichever is greater. See Paragraph 2.6 below for potential modification to the Operating Fee.

1.29 “**Quarterly Milestone**” means completion of a portion of the construction of the Interconnection Facilities representing [REDACTED] of the total estimated cost thereof, as calculated by Company.

1.30 “**Receipt Point**” means the point of interconnection between Supplier’s Plant and the Custody Transfer facilities of Company located in its service territory which is used to identify such point of interconnection in Exhibit A.

1.31 “**Renewable Identification Number**” or “**RIN**” means a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified at 40 C.F.R. §80.145 (2011); 40 C.F.R. §60.1426 (2012)).

1.32 “**Renewable Natural Gas**” or “**RNG**” means the gas produced by Supplier at Supplier’s Plant which meets the RNG Quality Standards, specified in Exhibit B, as well as the gas quality standards specified in Company’s Tariff and GTOP. For the avoidance of doubt, in the event of a discrepancy or conflict between the RNG Quality Standards specified in this Agreement (including, but not limited to Exhibit B), and the gas quality standards specified in the GTOP and/or Company’s Tariff, the gas standards in the GTOP and Company’s Tariff shall prevail, unless otherwise agreed upon.

1.33 “**RNG Quality Standards**” means the standards and specifications, including testing protocols, set forth in this Agreement (including, but not limited to, Exhibit B), Company’s Tariff and the GTOP. For the avoidance of doubt, in the event of a discrepancy or conflict between the RNG Quality Standards specified in this Agreement (including, but not limited to Exhibit B), and the gas quality standards specified in the GTOP and/or Company’s Tariff, the gas standards in the GTOP and Company’s Tariff shall prevail, unless otherwise agreed upon.

1.34 “**Supplier Contacts Addendum**” means the document so entitled which is attached hereto (and by such attachment, made a part hereof), providing Supplier contact information pertinent to this Agreement. Said document may be amended or supplemented, from time to time by Supplier and communicated to Company as provided therein.

1.35 “**Supplier’s Gas**” means the RNG delivered into Company’s facilities at any given time at any given Receipt Point.

1.36 “**Supplier’s Plant**” means the anaerobic digester (which is anticipated to be owned and operated by an affiliate of Supplier), gasifier, and other upgrading and processing facilities used to produce biogas and RNG. Such upgrading and processing facilities shall be limited to non-hazardous landfills, dairy farms, wastewater treatment plants, food waste processing facilities and plants producing Company-approved syngas.

ARTICLE 2. DELIVERY OF RNG INTO COMPANY FACILITIES

2.1 Supplier shall not deliver (or permit the delivery of) any RNG into any facility owned or operated by Company other than at a Receipt Point identified on Exhibit A (the “**Exhibit A Receipt Point(s)**”). No Receipt Point shall be deemed to have been added to Exhibit A, and Exhibit A shall not be deemed to have been otherwise amended or supplemented, unless and until such amendment or supplement of Exhibit A is evidenced by a writing executed by Supplier and Company.

2.2 Supplier warrants and represents as follows:

2.2.1 All gas delivered into the Interconnection Facilities at any one Receipt Point shall be RNG produced exclusively from Supplier's Plant configured to deliver to such Receipt Point.

2.2.2 RNG delivered into the Interconnection Facilities was not collected from a Hazardous Waste Landfill including landfills permitted by the Department of Toxic Substances Control.

2.2.3 All RNG delivered into the Interconnection Facilities was transported to the Receipt Point and produced in accordance with all applicable laws, statutes, regulations, or other governing agreements.

2.2.4 RNG produced or scheduled by Supplier or an affiliate of Supplier to be produced from additional upgrading and processing facilities of the Supplier flowing through a Receipt Point identified in Exhibit A shall be authorized and RNG received therefrom accepted by Company at the designated Receipt Point so long as:

2.2.4.1 Supplier provides Company with thirty (30) days' written notice of its intent to add a new upgrading and processing facility to the scope of Supplier's Plant, together with the scheduled turn-on date; and

2.2.4.2 The new upgrading and processing facility has been tested by or caused to be tested by Supplier and the results therefrom have been delivered to Company and subsequently approved by Company, such approval not to be unreasonably withheld, delayed or conditioned, *provided*, that if Company fails to respond within fifteen (15) calendar days following its receipt of the results, then such results shall be deemed approved by Company;

2.2.4.3 Section 2.2.4.1 shall also apply to new or different RNG that is formulated with new or modified feedstock source at an existing upgrading and processing facility comprising of Supplier's Plant already flowing through a Receipt Point identified on Exhibit A.

2.2.4.4 Section 2.2.4.1 and Section 2.2.4.2 shall also apply to new or different upgrading and processing facility operations including installation of new processing equipment or modification to existing processing equipment.

2.3 Supplier shall deliver RNG at a pressure sufficient to enable such RNG to enter the Interconnection Facilities against the pressure prevailing therein from time to time, provided, however, that Supplier shall not deliver RNG at any Receipt Point at a pressure in excess of the pressure designated by Company in Exhibit A.

2.4 Supplier shall not install or operate any equipment or facilities on land owned or leased by Company (or permit any other entity to install or operate) without the express prior written consent of Company, which consent shall not be unreasonably withheld.

2.5 In the event that the installation, operation and/or maintenance of Supplier's equipment or facilities requires (in Company's reasonable judgment) modification(s) to any facility owned or operated by Company, including but not limited to the Interconnection Facilities, the cost of such modification(s) shall be borne by Supplier. Supplier shall consult with Company so as to assist Company in ascertaining

the extent to which such modification may be indicated, and on the basis of such consultation and Company's own judgment, Company shall endeavor to notify Supplier of its determination prior to the date scheduled by Supplier for such installation, operation and/or maintenance. Notwithstanding Company's efforts to provide such notice to Supplier, Supplier shall remain solely responsible for costs incurred by Company in the event resulting and reasonably unforeseen modification of Company facilities are required.

2.6 Supplier and Company will enter into a contract for the sale and purchase of RNG produced by Supplier's Plant and, as applicable, execute an appropriate "Transaction Confirmation(s)" pursuant thereto (collectively, the "**RNG Contract**") for the RNG produced by the RNG Facility. The RNG Contract will authorize the sale of at least [REDACTED] MMbtu of RNG produced annually by Supplier's Plant. Company and Supplier may agree to increase quantity of RNG to be sold by Supplier to Company. Any such increases to the maximum annual quantity Company agrees to buy from Supplier will have the effect of increasing the interconnection capacity Supplier has available to it at the Receipt Point. Company shall have the right to file with any regulatory authority having jurisdiction: (a) initial and revised rates and charges applicable to Company's operations hereunder; (b) changes in any provision of the General Terms and Conditions of Company's Tariff applicable to Company's operations hereunder; and (c) the terms and conditions of this Agreement (hereinafter, collectively, the "**Receipt Parameters**"); provided, that Company shall provide notice of such intention accompanied by copies of such filings five (5) days before the applicable filing deadline; provided further, that Supplier shall have the opportunity to review and provide comments to such filings, which Company agrees to reasonably consider. Company agrees that Supplier may protest or contest any such filing and/or may seek from any duly constituted regulatory authority having jurisdiction such revision of any one or more of the Receipt Parameters as may be necessary or appropriate to cause the same to be, in all respects, just and reasonable. At the end of the second year of this Agreement, and annually thereafter, the Company has the unilateral ability to reset the quantity of Gas delineated in this paragraph. To the extent the Company exercises this annual right, it will not adjust the quantity below the average quantity of Gas delivered in the prior 12-month cycle. In the event Supplier and Company do not enter into the RNG Contract, Company can unilaterally increase the Operating Fee upon 60 days' written notice to Supplier and the quantity of RNG listed in this paragraph, or as otherwise subsequently modified pursuant to this Agreement, represents the maximum quantity of RNG that Supplier may inject into the Receipt Point.

2.7 To secure performance of its obligations under this Agreement, Supplier shall provide Company with a cash deposit in the amount of \$[REDACTED], representing [REDACTED] of the estimated cost of the Interconnection Facilities, (the "**Collateral Deposit**") before Company will be obligated to begin the design and construction of the Interconnection Facilities under this Agreement. The Collateral Deposit shall be held by Company in a separate account until the dates upon which Company is authorized to apply the Collateral Deposit for payment of any Quarterly Construction Invoice or the Final Construction Invoice under this Agreement. Any amount released from the Collateral Deposit for payment of sums due to the Company hereunder shall be made without further obligation to Supplier. If, at any time, the Collateral Deposit amounts falls below \$[REDACTED] or is insufficient to cover the amount of any invoice, within seven (7) business days of receiving notice thereof, Supplier shall replenish the Collateral Deposit by the amount necessary so that the Collateral Deposit equals the sum of \$[REDACTED]. In the event Company provides notice of its reasonable determination that the remaining cost for the design and construction of the Interconnection Facilities is less than \$[REDACTED], Supplier shall no longer be required to contribute any additional amounts to the remaining Collateral Deposit.

2.8 Unless otherwise specified below, the Interconnection Facilities shall be designed, installed, owned, operated and maintained by the Company at the expense of the Supplier. Supplier's expense includes the taxes the Company incurs to own, operate, and maintain the Interconnection Facilities. Following Company's receipt of the subject tax bill(s), Company will provide copies of the same to

Supplier. Supplier will remit payment in full to the Company five (5) business days before the same is due to be paid to the issuing municipality. The Interconnection Facilities includes materials, facilities and equipment, which, in Company's reasonable judgment, may be necessary to accommodate the deliveries of Supplier's RNG received and projected to be received by Company at the Receipt Point, including without limitation, the equipment described in Exhibit D. The Interconnection Facilities shall be installed at each Exhibit A Receipt Point facility, which, in Company's reasonable judgment, may be necessary to accommodate the deliveries of RNG received and projected to be received by it at the Receipt Points.

2.8.1 Supplier may, at its own cost and expense, request Company install communication facilities for Supplier to have real-time access to data generated by the Company's flow meter, gas chromatograph and Real Time Analyzer (the "**Supplier's Communication Facilities**"). Company shall not unreasonably reject such a request. Should such Supplier's Communication Facilities be installed, Supplier will pay Company to install and maintain the same; provided, however, that Company shall provide electric power to facilitate such communication access. Supplier is a sophisticated party and has conducted its own due diligence investigation of Supplier's Communication Facilities and their components and systems. Supplier acknowledges that Company is not making any representation or warranty of any kind or nature to the functionality, accuracy or any characterization of Supplier's Communication Facilities and their components and systems. Company shall not be responsible for any suits, actions, claims, debts, accounts, damages, costs, losses and expenses (including attorneys' fees) arising from or out of: (a) any data, results, omissions or other information, and the quality or accuracy thereof, generated by the Supplier's Communication Facilities (whether relied upon by Supplier or not), (b) the operation, maintenance or repair of the Supplier's Communication Facilities, or (c) any outages or other failures of the Supplier's Communication Facilities (the "**Covered Claims**"). To the fullest extent permitted by law, Supplier hereby irrevocably and unconditionally releases and forever discharges Company from any and all liability for any of the Covered Claims, and waives any and all rights to assert any of the Covered Claims against Company.

2.9 Construction of the Interconnection Facilities shall be completed by Company in accordance with a construction schedule to be mutually agreed upon by the Parties and shall be completed in all respects on or before December 31, 2025 (the "**Completion Date**") unless regulatory actions have or are forthcoming that require the Company to extend the Completion Date at its sole discretion or supply chain issues out of Company's control delays completion of construction.

2.10 Upon completion of each Quarterly Milestone, Company shall provide an invoice for the cost of the portion of the Interconnection Facilities it constructed (each, a "**Quarterly Construction Invoice**"). Each Quarterly Construction Invoice shall be issued with itemized detail and include, at minimum, a breakdown of Company's internal versus external costs on a time and materials basis; provided, however, that Supplier shall have the right to request additional detail to substantiate the invoices, which Company will provide only if it already has or can readily obtain. Each Quarterly Construction Invoice shall be paid from the Collateral Deposit and Supplier expressly authorizes Company to apply payment of such Quarterly Construction Invoice therefrom upon delivery of such Quarterly Construction Invoice to Supplier. Upon completion of construction of the Interconnection Facilities, Company shall provide an invoice of the final cost of the Interconnection Facilities it constructed (the "**Final Construction Invoice**"). The Final Construction Invoice shall be paid from the Collateral Deposit and Supplier expressly authorizes Company to apply payment of the Final Construction Invoice therefrom upon delivery of the Final Construction Invoice to Supplier subject to a 5% retention by Supplier pending completion of all punch list items to the reasonable satisfaction of Supplier. If there is any remaining amount held by Company for the Collateral Deposit after payment, in full, of the Final Construction Invoice and any outstanding Quarterly Construction Invoice, then such remaining amount shall be paid to Seller after payment of the Final Construction Invoice.

2.11 Supplier and/or its subcontractors shall, at its own cost and expense, provide, operate and maintain in safe and efficient operating condition such regulators and other equipment as may be necessary in Company's reasonable judgment to avoid excessive pressures (and the risk of such pressures) in facilities owned and operated by Company or its customers.

2.12 Supplier acknowledges that:

2.12.1 The Receipt Point(s) identified in Exhibit A are connected to Company's gas distribution facilities;

2.12.2 Company must, at all times, be in a position to: (i) operate, maintain, enhance, and/or replace any one or more of its facilities in such a manner, at such times, and under such circumstances as will enable it to furnish and provide facilities and service which are safe and adequate and in all respects just and reasonable; and (ii) appropriately manage its supply;

2.12.3 The maximum and/or minimum delivery pressures or other parameters applicable to Supplier's delivery of RNG into Company's gas distribution facilities may vary from time to time, in light of the above, and in order to enable Company to ensure the maintenance of safe operating conditions throughout its system, including, but not limited to, the maintenance, enhancement and/or improvement of its facilities;

2.12.4 Supplier acknowledges Company's right: (a) to restrict and/or completely stop Supplier's deliveries at any one or more Receipt Points insofar as reasonably necessary in Company's judgment to accommodate the above requirements; (b) to designate and redesignate, from time to time, the maximum pressure or other delivery parameter(s) temporarily applicable to deliveries of RNG by Supplier at any one or more Receipt Points upon as soon as reasonably practicable but no less than forty-eight (48) hours' notice, except in cases of emergency, in which case notice will be provided as soon as possible; and/or if at any time any change in law, statute, regulation, or order or policy of the Commission makes it unlawful for Company to accept RNG at the Receipt Point or otherwise perform its obligations as contemplated hereby; and

2.12.5 Without limitation of the remedies available to Company in respect of any breach of this Agreement, a breach of any one or more of the obligations undertaken by Supplier under Sections 2.1, 2.2, 2.3 and 2.5 of this Article 2, or under Article 4, shall constitute a material breach of this Agreement.

2.13 Interruptions.

2.13.1 *Emergency Maintenance Work.* Notwithstanding anything contained herein, if the Interconnection Facilities suffer or may suffer an incident, which in the reasonable opinion of Company, constitutes an emergency, Company may conduct such Maintenance Work as it reasonably deems necessary in the circumstances to remedy the emergency, and Company shall notify Supplier as soon as reasonably practicable (including verbally) that such Maintenance Work is ongoing, and if available, the expected duration of the interruption, curtailment or suspension of the operation of the Interconnection Facilities.

2.13.2 *Notice of Scheduled Maintenance Work.* The Company reserves the right to interrupt, curtail or suspend the Supplier's deliveries of RNG as reasonably required from time to time in order to perform Maintenance Work. Each Party shall use commercially reasonable efforts to provide not less than thirty (30) days' notice to the other Party prior to performance of such

Maintenance Work and shall use commercially reasonable efforts to complete such Maintenance Work as promptly as reasonably practicable. Notice shall include the reason for and expected duration of the scheduled interruption and be given to Supplier, or Supplier's designated representative. Company shall notify Supplier as soon as the scheduled interruption has been remedied and regular delivery of RNG can resume. Scheduled Interruptions shall not exceed five (5) days in any 365-day period unless mutually agreed upon.

2.13.3 *Suspension of Supplier Deliveries.* Company may interrupt, curtail or suspend Supplier's deliveries of RNG in the event that (a) Company reasonably believes that an aspect of the Interconnection Facilities or their operation has become or threatens to become materially unsafe or a material threat to the environment or (b) the Interconnection Facilities or any segment thereof is not in operation for any reason, including scheduled or unscheduled maintenance or repairs.

2.13.4 *Coordination of Interruptions.* Company shall use commercially reasonable efforts to coordinate timing of any scheduled interruption of the injection point at any Interconnection Facility with Supplier, and to the extent possible, have such scheduled interruption coincide with scheduled interruptions of Supplier's Plant in order to minimize overall project downtime.

2.14 Interconnection Facilities Operations. Company agrees to operate and maintain the Interconnection Facilities as described in Exhibit A and Exhibit D at its sole cost and expense, subject to reimbursement by the Supplier through its payment of the Operating Fee. The Interconnection Facilities shall be operated in accordance with the applicable specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, or in accordance with any other mutually agreeable standard commonly accepted in the industry.

2.15 Gas Transportation. In the event that the Parties do not enter into and execute a purchase and sale contract for all of the RNG Facility's output, the Parties agree to discuss in good faith options that may allow Company, at Supplier's sole cost and expense, to transport RNG output from the RNG Facility to an interstate pipeline, assuming Company has the necessary permits and approvals to do so.

2.15.1 For the avoidance of doubt, the Parties agree that the Operating Fee shall be the sole and exclusive consideration payable by Supplier to Company in exchange for RNG transported on its local system, and that the amount of such consideration is and shall be fair and adequate for such RNG transport.

ARTICLE 3. MEASUREMENT

3.1 Measurement of Supplier's RNG shall be in accordance with the Tariff and GTOP requirements applicable to gas delivered into Company's facilities for transportation service and/or applicable to production facility gas measurement and comply with the requirements of the pathway to be filed by Supplier for the registration and compliance of the Environmental Attributes, including LCFS and RINs.

3.2 The unit of volume for purposes of measurement of the RNG delivered into Company's facilities at the respective Exhibit A Receipt Point(s) shall be Mcf.

3.3 The total heating value of the RNG delivered into Company's facilities at the respective Exhibit A Receipt Point(s) shall be determined by chromatographic analysis using equipment (*i.e.*, Gas Quality Equipment and the Real-Time Analyzers). The unit of measurement of heating value shall be Btu.

3.3.1 Supplier will be responsible to pay for any equipment (*e.g.*, Real-Time Analyzer) that it installs on its side of the Custody Transfer.

3.4 If undertaken at Supplier's request, Company's test of the accuracy of any meter or other measurement equipment owned and used by Company to measure volumes of RNG delivered into its facilities shall be arranged and conducted, insofar as reasonably practicable, so as to permit representatives of Supplier to be present but at Supplier's sole cost and expense. If, upon any such test (whether conducted at Supplier's request or upon Company's own initiative) any such meter or measurement equipment shall be found to be inaccurate, Company shall adjust the same as soon as practicable to read correctly; and

3.4.1 If such inaccuracy is less than two percent (2%), the previous readings shall be deemed correct, and, in the event such test was conducted at Supplier's request, Supplier shall bear all costs of such test;

3.4.2 If such inaccuracy is two percent (2%) or more, the previous readings shall be corrected to zero (0) error for the period of time during which such meter or other measurement equipment is known or agreed to have been inaccurate. If the length of such period of inaccuracy is not known or agreed upon, such correction shall be made for a period equal to one-half (1/2) of the time which has elapsed since the date of the last calibration, provided, however, that such correction period shall not exceed thirty (30) days.

3.4.3 If any such meter or other measurement equipment is out of service, or inaccurate by two percent (2%) or more, under circumstances where the correction of previous readings of such equipment to "zero (0) error" is not feasible, then the volume of RNG delivered during the period shall be estimated: (a) by using data recorded by any check-measuring equipment, if installed and registering accurately; or (b) if such check-measuring equipment is not installed or registering inaccurately, by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or (c) if neither such method is feasible, by estimating the quantity delivered based upon deliveries under similar conditions during a period when equipment was registering accurately.

ARTICLE 4. GAS QUALITY

4.1 Supplier understands and acknowledges that while Company will continuously monitor, test, or otherwise inspect Supplier's RNG prior to the delivery thereof into Company's facilities, this does not mean that every Constituent of Concern, as identified in Exhibit B – Table 1, will be continuously monitored and tested. Supplier further acknowledges that, irrespective of the contractual disposition of Supplier's RNG, all such RNG may be commingled with, and become an inseparable part of, the gas supply used by Company to satisfy its obligations to its retail and transportation customers. Accordingly, Supplier expressly warrants and represents that: (a) Supplier's RNG shall, in all respects and at all times, consist solely of RNG which is merchantable and fit for use by Company's retail customers; and (b) without limitation of the generality of the foregoing, Supplier's RNG shall at all times, and in all respects, conform to the Tariff and GTOP requirements applicable to gas delivered into Company's facilities for transportation service, and meet at least the following minimum quality specifications:

4.1.1 Supplier's RNG shall be free of all hydrocarbon liquids and other material in liquid form, including, without limitation, water, glycol, brines, condensate and oil;

4.1.2 All RNG delivered by Supplier to Company hereunder into Company's facilities through any Receipt Point listed on the attached Exhibit A shall be dehydrated by Supplier for removal of water present therein in a vapor state in accordance with Exhibit B, the Company's Tariff, and the

GTOP. In no event shall the acceptable level, as determined by Company, be required to be less than the maximum water vapor (H₂O) per million cubic feet level specified in the Tariff;

4.1.3 Supplier's RNG must also comply with all additional requirements specified in Exhibit B, the Company's Tariff, and the GTOP, including but not limited to, having a composition that does not exceed the threshold level for any Constituent of Concern identified in Exhibit B – Table 1.

4.2 In addition to any and all other remedies that it may have, Company shall have the right to reject as non-conforming any RNG Supplier tenders for delivery under this Agreement that fails to comply with the pressure, temperature, or quality specifications set forth in this Agreement and in Exhibit B, the Company's Tariff, and the GTOP.

4.3 To the extent accepting Supplier's RNG does not prevent gas delivered to customers from being merchantable and fit for use in its retail markets, Company shall have the option (but never the obligation), to relax RNG quality requirements, from time to time, by describing permissible variations in its GTOP.

4.4 In addition to any other remedy which may be available to Company hereunder, or under any provision of law, in respect of Supplier's undertakings expressed in this Article, Company shall have and be entitled to exercise any one or more of the following rights, options and remedies, on a non-exclusive basis, in the event of any breach by Supplier of any one or more of the provisions in Sections 4.1, 4.2, 4.3 or 4.4, to wit:

4.4.1 Upon notice to Supplier, treat or process Supplier's RNG, at Supplier's sole cost and expense, insofar as reasonably necessary in Company's judgment to cause the same to conform to the quality specifications set forth in this Article;

4.4.2 Continue to receive Supplier's RNG, with or without treatment or processing thereof;

4.4.3 Discontinue receiving Supplier's RNG at the affected Receipt Point(s) until the occasion(s) for the exercise of a remedy by Company has, in Company's reasonable judgment, been corrected; and

4.4.4 Require Supplier to cease receiving into Supplier's facilities RNG feedstock attributable to the Source (as defined below) which occasioned Company's exercise of a remedy; and

4.4.5 Clean-up and/or repair, at Supplier's sole cost and expense, all facilities, equipment and apparatus affected by the occasion for Company's exercise of a remedy. Company shall endeavor to notify the Supplier prior to taking such remedial action.

For the purposes of Section 4.4.4, "**Source**" shall refer to waste streams other than manure, e.g. food waste, waste water, industrial waste, etc.

Notwithstanding anything to the contrary in this Section 4.4, Company shall not be able to cause Supplier to cease receiving manure into Supplier's facilities under any circumstance, but may only require that Supplier cease receipt of RNG feedstock that is attributable to a Source (as defined above).

ARTICLE 5. CHART CHANGES AND INDEX READINGS

5.1 Insofar as applicable, Supplier shall, at its own cost and expense, read each rotary, ultrasonic or turbine meter associated with any Exhibit A Receipt Point on the first (1st) working day of each month and

shall enter associated meter readings online through a secure web site as provided in Company's GTOP all such meter reading information to Company on or before the fifth (5th) working day of each month.

5.2 All written correspondence concerning measurement shall be addressed to "LIBERTY UTILITIES (ST. LAWRENCE GAS) CORP." at the address provided for Gas Measurement in the Company Contacts Addendum.

5.3 Supplier understands that Company is not able to account for and/or allocate Supplier's RNG without using the meter reading information (as the case may be) referred to in this Article. Accordingly, given: (a) the incremental expense and other costs which will be incurred by Company in the event of its tardy receipt of the meter reading information referred to in this Article; (b) the difficulty of quantifying such costs and expenses; and (c) the inconvenience and practical infeasibility of otherwise providing an adequate remedy in respect of Supplier's breach of its undertakings expressed in this Article, it is agreed as follows:

5.3.1 Company shall provide Supplier with real time access to Company's meter and provide such data as is reasonably required to comply with the requirements for the registration and compliance of the Environmental Attributes including LCFS Credits and RINs at Supplier's own cost and expense.

ARTICLE 6. TERM

6.1 This Agreement shall have no force or effect unless and until it shall have been executed by each of the Parties.

6.2 This Agreement shall be effective on the Effective Date and shall continue until the date that is twenty (20) years from the in-service date of the RNG Facility resulting in the first injection of RNG into the Company's system ("**Term**"). Supplier shall not terminate this Agreement prior to the conclusion of the Term unless it first remits an Exit Fee. The Exit Fee will be calculated at the time of the provision of a termination notice and will reflect the Company's remaining O&M and abandonment costs.

6.3 Effect of Termination. Upon the expiration of the Term of this Agreement, the Parties shall cooperate with each other to disconnect the Interconnection Facilities from Supplier's Plant, with the costs of such disconnection to be borne by Supplier and Company, respectively. If either Supplier or Company terminates early or defaults, they will bear the sole costs of disconnection.

6.4 NYSPSC Order. Notwithstanding the above, the Company shall have unilateral discretion to terminate the Agreement and any related RNG Contract in the event the NYSPSC issues an order or Department of Public Service Staff issues guidance that: (1) materially modify the commercial terms of this Agreement or any related RNG Contract, or (2) impacts the Company's ability to purchase or recover for the purchase of RNG from the RNG Facility, in each case with notice to Supplier and effective as of the effective date of such order.

ARTICLE 7. GOVERNMENTAL REGULATION

7.1 This Agreement and the respective obligations of the Parties hereunder shall be subject to all valid applicable federal, state and local laws, orders, rules and regulations, whether in effect on the date hereof, or becoming effective thereafter. The Parties shall be entitled to regard all laws, orders, rules and regulations issued by any federal, state or local regulatory or governmental body as valid and may act in accordance therewith until such time as same shall have been invalidated by final judgment (no longer

subject to judicial review) of a court of competent jurisdiction. Neither Party shall be held in default for failure to perform hereunder if such failure is due to compliance with laws, orders, rules or regulations of any such duly constituted authorities, including the Commission. Nothing contained herein, however, shall be construed as affecting any Party's right(s) to contest the validity or applicability of any such law, order, rule or regulation.

ARTICLE 8. FORCE MAJEURE

8.1 In the event either Company or Supplier is rendered unable, in whole or in part, by force majeure to carry out their respective obligations under this Agreement, other than to make payments due hereunder or to maintain minimum RNG quality specifications, it is agreed that the obligations of the Party claiming such inability to perform, so far as they are affected by such force majeure, shall be suspended from the inception of and during the continuance of such inability so caused but for no longer period; provided that the Party claiming such inability gives notice and reasonably full particulars of such force majeure event relied upon and the steps taken to mitigate and overcome the effects of such force majeure event; and provided further that the Party claiming such inability shall promptly and diligently take such action as may be necessary and reasonably practicable to correct, or cause to be corrected, such inability.

8.2 The term "force majeure" any event or circumstance or combination of events or circumstances which (a) materially prevents, hinders, or delays performance of all or a material part of such Party's obligations under this Agreement, (b) is not reasonably foreseeable, (c) is beyond the reasonable control of the affected Party claiming suspension of its obligations hereunder, and (d) cannot be prevented or overcome by the exercise of commercially reasonable efforts by the claiming Party, including but not limited to flood, drought, earthquake, hurricane, unusually severe weather (warm or cold) or storms, fire, lightning or other acts of God; epidemic or pandemic (including, without limitation, COVID-19 and any variant thereof); war (whether declared or not) or civil war; invasion, terrorism, blockade, insurrection or riot; strikes, lockouts and other industrial disturbances; acts of a public enemy and civil disturbances; sabotage; restraint by a Governmental Authority; a failure to obtain required permits or approvals or renewal of same (provided that diligent action was taken to obtain them); or failure or breakdown of machinery, equipment or lines of pipe that was not due to a failure of the affected Party to operate and maintain it in accordance with prudent industry practices. The term "force majeure" specifically excludes: (i) failure by the claiming Party to remedy a relevant condition with reasonable dispatch and (ii) economic hardship.

8.3 The settlement of strikes, lockouts or any such labor disputes shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure event shall be remedied promptly and diligently shall not require the settlement of strikes, lockouts or other labor disputes by acceding to the demands of any opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

ARTICLE 9. NOTICE

9.1 Every notice, request, statement, bill or invoice provided for in this Agreement shall be in writing, unless otherwise provided herein, and shall be sent via e-mail or mutually acceptable electronic means, prepaid mail, facsimile, or by overnight delivery, addressed to the Party to whom given, at such Party's address stated below, or at such other address as such Party may in and by such notice direct hereafter. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of successful communication. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by email shall be deemed to have been received the next Business

Day after the time stamp on the sending Party's email or such earlier time as receipt is confirmed by the receiving Party. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as receipt is confirmed by the receiving Party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.1.1 Notice to Company shall be sent to the address provided for Notices in the Company Contacts Addendum.

9.1.2 Notice to Supplier shall be sent to the address provided for Notices in the Supplier Contacts Addendum.

9.2 Supplier shall provide Company with a current telephone number, facsimile number and email address at which Supplier or Supplier's representatives may be contacted at all hours using the Supplier Contacts Addendum or other mutually agreeable form that minimally provides the same information contained therein.

9.3 For themselves and their agents, Company and Supplier agree to the recording of all telephone conversations during which Company notifies Supplier to suspend or cease deliveries into any facility owned or operated by Company.

ARTICLE 10. SUPPLIER'S CREDITWORTHINESS

10.1 At its sole option, Company may: (i) suspend its receipt of Supplier's RNG; (ii) increase the Security Requirement Amount (as defined below), or (iii) terminate this Agreement, in the event that: (i) Supplier is or has become insolvent or fails within a reasonable period, upon Company's request, to demonstrate creditworthiness consistent with the GTOP, (ii) there is a material adverse change in Supplier's creditworthiness, as reasonably determined by Company, or (iii) Supplier incurs a poor credit history with respect to any service provided by Company resulting in the failure of performance by Supplier under the terms of this Agreement including any cure periods.

10.2 As a demonstration of Supplier's creditworthiness and as security in respect of any remedy afforded Company under this Agreement or under any provision of law, Supplier agrees to provide Company with security in the amount of [REDACTED] ("**Security Requirement Amount**"), prior to the Effective Date, and to keep in force throughout the Term of this Agreement, any one of the following:

10.2.1 A security cash deposit equal to the Security Requirement Amount, to be held in a non-interest-bearing general account by Company;

10.2.2 An irrevocable letter of credit issued by a financial institution acceptable to Company and in a form acceptable to Company with a face amount of the Security Requirement Amount;

10.2.3 At Company's sole discretion, a copy of the most recent audited financial statements of Supplier (or of a guarantor of Supplier's performance hereunder) showing a net worth in excess four times the Security Requirement Amount, or a copy of the most recent unaudited financial statements of Supplier (or of a guarantor of Supplier's performance hereunder) showing a net worth of at least four times the Security Requirement Amount, in which event, Supplier shall also provide Company with evidence of its ownership of unencumbered assets valued, in the aggregate, in excess of the Security Requirement Amount in each state in which Supplier conducts any business with Company; or

10.2.4 Security, in a form acceptable to Company, provided on behalf of Supplier by a creditworthy third party, including but not limited to a marketer, individual, or other entity.

10.3 Supplier acknowledges and agrees that the Security Requirement Amount in this Agreement has been granted to Supplier as an accommodation by Company based on the current financial and operational status of Supplier and shall not be construed as a policy or standard form or amount of collateral security for interconnection agreements granted by Company to developers or other third party users. Company reserves the right to require Supplier to establish or demonstrate its creditworthiness, from time to time, during the Term of this Agreement.

ARTICLE 11. TITLE TO GAS

11.1 Supplier shall hold all title, ownership, and rights to and benefits of all RNG received by Company for retention or disposition in Supplier's sole discretion, unless otherwise specified in the RNG Contract, or a Transaction Confirmation entered into thereunder, as applicable. As between the Parties hereto, Supplier shall be deemed to be in exclusive control and possession of the RNG deliverable hereunder and responsible for any damage or injury caused thereby until the same shall have been delivered to Company at the Receipt Point; thereafter Company shall be deemed to be in exclusive control and possession of such gas and responsible for any damage or injury caused thereby. For the avoidance of doubt, unless otherwise specified in the RNG Contract, or a Transaction Confirmation issued thereunder, as applicable, this Agreement and the performance of the Parties hereunder do not involve the delivery and/or transfer of Environmental Attributes to Company. Unless otherwise specified in the RNG Contract, or a Transaction Confirmation issued thereunder, as applicable, Supplier shall hold all title, ownership, and rights to and benefits of, the Environmental Attributes for retention or disposition in Supplier's sole discretion.

11.2 Supplier shall indemnify Company against, and hold it harmless from, and undertake the defense of Company with respect to, all suits, actions, claims, debts, accounts, damages, costs, losses and expenses (including attorneys' fees) arising from or out of adverse claims of any and all persons or entities to Supplier's RNG, or to royalties, overriding royalties or other payments with respect thereto, or to taxes, licenses, fees, or charges with respect to Supplier's RNG or the disposition thereof (hereinafter, respectively "**Adverse Claim To Supplier's RNG**"). Except insofar as Supplier is in breach of its obligations or has an obligation to indemnify and save Company harmless pursuant to this Section 11.2, Company agrees to indemnify and save Supplier harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the RNG after receipt by Company of Supplier's RNG for redelivery by Company (whether by means of transportation service or Company commodity service) according to Company's Tariff and/or GTOP.

11.3 In the event of any Adverse Claim To Supplier's RNG, Company may, at its sole discretion, suspend receipts of Supplier's RNG at the Receipt Point(s) where the affected RNG is delivered into Company's facilities (without incurring any liability to Supplier or any other entity interested in Supplier's RNG) until such claim is finally determined and the prevailing party(ies) agree(s) to be bound by this Agreement, or until Supplier furnishes Company a bond, in form and amount and with sureties acceptable to Company, conditioned to hold Company harmless from any such Adverse Claim To Supplier's RNG, or until Supplier demonstrates, to Company's satisfaction, that such RNG subject to an adverse claim does not constitute any portion of Supplier's RNG.

11.4 Supplier agrees to provide Company, upon request, evidence reasonably satisfactory to Company of Supplier's right to process and deliver into Company's facilities, one hundred percent (100%) of the gas comprising Supplier's RNG.

ARTICLE 12. REMEDIES

12.1 Indemnification. Each Party shall protect, defend, indemnify and hold the other Party, its affiliates and related companies and their respective trustees, directors, officers employees, representatives, successors and assigns, free and harmless from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and reasonable attorneys' fees) for or based upon personal injury, disease or death, or on account of property damage, resulting from, in connection with, or in any way arising out of, relating to, or incident to its breach of this Agreement or its activities under this Agreement including, but not limited to the Covered Claims, except to the extent such damage, injury, or loss is caused in whole or in part by the negligence or willful misconduct of the other Party or those persons or entities for whom the other Party is responsible or under such Party's direction or control.

12.2 Under no circumstances shall either Party hereto be liable to the other Party or any third party for any direct, special, indirect, incidental, punitive or consequential losses or damages of any kind whatsoever (including, but not limited to, lost business, lost profits, lost revenues, or lost data) however arising, whether claims for said losses or damages are premised on agreement, tort (including negligence), strict liability or otherwise, irrespective of the number or nature of the claims except to the extent relating to such damages owed or paid to a third party in connection with a claim for which a Party has an obligation to indemnify the other pursuant to this Agreement.

ARTICLE 13. MISCELLANEOUS

13.1 Insurance. Supplier shall comply with the insurance requirements set forth in Exhibit C to this Agreement.

13.2 Hazardous Substances. Supplier covenants and represents that no "hazardous substance" as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos-containing material" as that term is defined in 40 CFR Part 61 Subpart M, polychlorinated biphenyls (PCBs), "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA) or other toxic, hazardous, or deleterious substance (individually or collectively referred to herein as an "Environmentally Deleterious Substance"), is currently at, or will be leaked, spilled, deposited, conveyed through the Interconnect or otherwise released by Supplier on, at, adjacent to or through Company's property. If any Environmentally Deleterious Substance is released by Supplier or discovered on, at, through or adjacent to said property as a result of Supplier's actions, Supplier shall immediately notify Company of the discovery and existence of said Environmentally Deleterious Substance. In the event of Supplier's breach of the covenants and representations contained in this section, the full responsibility for the handling, investigation, remediation, treatment, storage or disposal of any such Environmentally Deleterious Substance, including the management and handling of such materials in compliance with all federal, state, or local laws, rules, regulations pertaining to the protection of the environment ("**Environmental Laws**"), shall remain with Supplier and Supplier shall indemnify Company for any loss, injury, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency pursuant to any Environmental Law relating to the existence of such Environmentally Deleterious Substance on, at, or adjacent to said property. This Section 13.2 shall survive the termination of this Agreement.

13.3 Waiver. The terms and provisions of this Agreement may be waived, or consent for the departure from its terms and provisions (including any breach of, or any default with respect to, the performance of any provision of this Agreement) may be granted, only by a written document executed by the Party granting such waiver or giving such consent. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or

not similar. Each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given or granted, and shall not constitute a continuing waiver or consent. No failure or delay by a Party to exercise any right, power or remedy under this Agreement, and no course of dealing between the Parties, shall operate as a waiver of any such right, power, or remedy of the Party. No single or partial exercise by a Party of any right, power, or remedy under this Agreement, nor any abandonment or discontinuance of steps to enforce any such right, power, or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power, or remedy under this Agreement. The election of any remedy by a Party shall not constitute a waiver of the right of such Party to pursue other available remedies. No notice to or demand on a Party not expressly required under this Agreement shall entitle the Party receiving the notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Party giving the notice or demand to any other or further action in any circumstances without the notice or demand.

13.4 Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision of this Agreement is determined to be illegal, invalid, or unenforceable or contrary to any existing or future law, the illegality, invalidity, or unenforceability shall not impair the operation of or affect those portions of this Agreement that are valid. In lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid, and enforceable.

13.5 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 to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and their permitted assigns.

13.6 Relationship of the Parties. This Agreement shall not be interpreted or construed to establish 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 a Representative of, or to otherwise bind, any other Party.

13.7 Amendments. Except as set forth in Section 2.9, no amendment, change, modification, or other alteration of this Agreement shall be or become effective until executed in writing by the Parties hereto, and no course of dealing between the Parties shall be construed to alter the terms hereof, except as expressly stated herein. Any such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.

13.8 Assignment; Successors and Assigns. Any company which shall succeed by purchase, merger or consolidation of the RNG related properties, substantially as an entirety, of Company or of Supplier, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Either Party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise, no assignment of this Agreement or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto in writing of the other Party. Consent shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be collaterally assigned by Supplier to a financing source in connection with a financing or investment in connection with the Supplier's Plant; *provided*, that such a collateral assignment by Supplier shall not relieve Supplier of any of its obligations or liability under this Agreement; *provided, further*, Supplier shall promptly notify Company of any such collateral assignment, including the identity and contact information for the financing source. For avoidance of doubt, a direct or indirect change of control of a Party shall not constitute an assignment requiring consent.

13.9 Headings. The headings contained in this Agreement are intended solely for convenience and do not constitute any part of the agreement between the Parties and shall not be used in any manner in construing this Agreement.

13.10 Governing Law; Venue. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of New York, excluding, however, any such law which would direct the application of the law of another jurisdiction. The Parties: (a) submit to the jurisdiction of the United States District Court for the Northern District of New York, and, in the event that such court lacks subject matter jurisdiction, to the New York State Supreme Court, St. Lawrence County, and, as respects those matters which are subject to the exclusive or primary jurisdiction of the NYSPSC; and (b) waive any right or entitlement which they or any of them might otherwise have to cause any dispute arising under this Agreement to be adjudicated, determined or resolved pursuant to the law of any other jurisdiction, or, in or by any other court(s) or tribunal(s). Provided, however, that the Parties may bring disputed matters before the New York State Department of Public Service according to the Dispute Resolution Process set forth in Company's GTOP.

13.11 Waiver of Jury Trial. Each Party to this Agreement hereby waives trial by jury in any action, proceeding or counterclaim brought by a Party against the other on all matters whatsoever arising out of or in any way connected with this Agreement or any claim of damage resulting from any act or omission of the Parties in any way connected with this Agreement.

13.12 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument. The delivery of an executed counterpart of this Agreement in person or by courier delivery to the address of the receiving Party or by facsimile or .pdf to the facsimile number or email address of the receiving Party (each such address or number to be provided by the receiving Party promptly upon the request of the sending Party) shall be deemed to be valid delivery thereof. It shall be sufficient in making proof of this Agreement to produce or account for a facsimile or .pdf copy of an executed counterpart of this Agreement.

13.13 Entire Agreement. So that there will be certainty as to the actual agreement between the parties, it is mutually understood and agreed that this Agreement, the Exhibit A, the Exhibit B, the Exhibit C, and the Exhibit D attached hereto, as the same may be impacted by any applicable provision of Company's Tariff and GTOP, are intended to constitute the final expression, as well as the complete, exclusive and integrated statement, of the terms of the Parties' agreement relative to the interconnection and other transactions described therein. If there is any inconsistency between this Agreement and the Tariff, either as presently in effect or as amended, then the provisions of the Tariff shall apply.

13.14 No presumption shall operate in favor of or against either Party hereto as a result of any responsibility either Party may have had for drafting this Agreement.

13.15 Design Parameters. Company agrees to effectuate the design and build associated with parameters set forth in Exhibit A.

13.16 General Confidentiality Obligations.

13.16.1 Neither Party shall disclose any Confidential Information of the other Party or any terms or conditions of this Agreement or any transaction hereunder to any third party, other than (a) the Party's Affiliates and its and their officers, directors, employees, lenders, counsel, accountants, advisors, consultants, actual or potential financing sources, representatives, and other agents of the Party, or prospective purchasers of all or substantially all of a Party's assets or any rights under

the Agreement, *provided*, that such persons shall have agreed to keep such terms confidential, (b) in order to comply with any applicable law, rule, regulation, or order issued by a court or entity with competent jurisdiction (“**Applicable Law**”) over the disclosing party (“**Disclosing Party**”), other than to those entities set forth in clause (c), or (c) in order to comply with any applicable regulation, rule, order or information requested by the NYSPSC or FERC. In connection with requests made pursuant to clause (b) of this Section (“**Disclosure Order**”) each Party shall, to the extent practicable, use reasonable efforts to prevent or limit such disclosure, including requesting that the entity to which the Confidential Information is being submitted grant confidential protection to the submitted Confidential Information to the extent permitted under Applicable Law. After using such reasonable efforts, the Disclosing Party shall not be (i) prohibited from complying with a Disclosure Order or (ii) liable to the other party for monetary or other damages incurred in connection with the disclosure of the Confidential Information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The confidentiality obligations of this Section 14.17 shall survive expiration or termination of this Agreement for a period of two (2) years thereafter.

13.16.2 Neither Supplier nor its representatives shall be relieved of their obligations hereunder with respect to CEII by reason of its availability to the public by publication or otherwise at any time and regardless of whether it was available to the public before or after it was disclosed pursuant to this Agreement.

13.16.3 The receiving party is responsible for any and all security incidents involving Confidential Information that is handled by, or on behalf of, the receiving party. In the case of CEII, the receiving party shall notify the Disclosing Party in writing immediately (and in any event within twenty-four (24) hours) whenever the receiving party reasonably believes that there has been a security incident. After providing such notice, the receiving party will investigate the security incident, take all necessary steps to eliminate or contain any exposure of Confidential Information, and keep the Disclosing Party advised of the status of such security incident and all matters related thereto. In the case of CEII disclosed by Company, Supplier further agrees to provide, at Supplier’s sole cost, reasonable assistance and cooperation requested by Company and/or Company’s representatives, in the furtherance of any correction, remediation, or investigation of any such security incident and/or the mitigation of any damage, including any notification required by law or that Company may determine appropriate to send to individuals impacted or potentially impacted by the security incident, and/or the provision of any credit reporting service required by law or that Company deems appropriate to provide to such individuals, in each case to the extent such CEII was disclosed due to a breach by Supplier of this Agreement. Unless required by law, the receiving party shall not notify any individual or any third party other than law enforcement of any potential security incident involving the Disclosing Party’s Confidential Information without first consulting with, and obtaining the permission of, the Disclosing Party. In addition, within thirty (30) days of identifying or being informed of a security incident involving CEII disclosed by Company, Supplier shall develop and execute a plan, subject to Company’s approval, that reduces the likelihood of a recurrence of such security incident, to the extent such CEII was disclosed due to a breach by Supplier of this Agreement. Company may, in its sole discretion, require Supplier or its representatives to execute a separate non-disclosure agreement as soon as reasonably practicable in the event that Company reasonably believes CEII may be disclosed by Supplier or its representatives.

13.17 NYSPSC Disclosure. Without limiting the generality of Section 13.18.1, each of the Parties acknowledges and agrees that Company may be required or requested to file or submit a copy of this Agreement, and certain other documentation and information relating to the Supplier’s Plant or the Receipt

Point(s) to the NYSPSC. In connection with any such NYSPSC required or requested filings or submissions, Company shall use commercially reasonable efforts to exclude or redact Confidential Information of Supplier from the NYSPSC required or requested filing or submission, and if the foregoing is not permitted by the NYSPSC, Company (a) shall, upon advice of its counsel, submit only that portion of Supplier's Confidential Information that has been required or requested by the NYSPSC, (b) to the extent applicable, shall request the NYSPSC to grant confidential treatment to Supplier's Confidential Information so filed or submitted and (c) shall notify Supplier promptly if the NYSPSC notifies Company that Supplier's Confidential Information is the subject of a Freedom of Information Law request so that Supplier may seek an appropriate protective order or other reliable assurance that its Confidential Information will not be disclosed. The same procedures shall apply if Supplier is required or requested by the NYSPSC to submit Confidential Information of Company to the NYSPSC. Notwithstanding anything to the contrary set forth in this Agreement, a Party hereto who follows the procedures described immediately above shall not be liable to the other Party if the NYSPSC causes or permits the applicable Confidential Information of the Disclosing Party to be disclosed or otherwise made available to the public.

13.18 Publicity. Except as otherwise agreed to by both Parties, no announcement, publicity, advertising, press release, promotional or marketing materials regarding the arrangement contemplated under this Agreement, including the existence hereof, nor the use of Company's name or the identification of Company in connection with this Agreement, or for any other purpose, shall be made by Supplier without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

13.19 Controlling Total Cost. The current value of the construction is estimated to be \$1,928,835.00 and is the basis for the 50% Collateral Deposit but the parties acknowledge this is not a firm final price. Company commits to entering into a time and materials not-to-exceed or fixed firm construction contract with its contractor with limited exclusions. Company agrees to provide a final proposed draft of the construction contract to Supplier for review of cost and exclusions prior to Company executing the construction contract. Each day Supplier spends reviewing the proposed draft of the construction contract will extend the Completion Date defined in Paragraph 2.9 by a corresponding day.

13.20 Quality Control. Company will allow Supplier to review and approve the P&ID for the Interconnection Facilities prior to Company releasing it for final bid. Each day Supplier spends reviewing the P&ID will extend the Completion Date defined in Paragraph 2.9 by a corresponding day. Company will also require the selected contractor to provide reporting to Supplier, either through the designated application or another method at Supplier's cost.

[Signatures appear on following page]

NEIGHBORHOOD DAIRY RNG, L.L.C.
(Supplier)

By: Martin L Ryan

Name: Martin L. Ryan

Title: President

Date: September 19, 2024

LIBERTY UTILITIES (ST. LAWRENCE
GAS) CORP. (Company)

By: Mark Murray

Name: Mark Murray

Title: President

Date: October 8, 2024



RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT
LIBERTY (ST. LAWRENCE GAS) CORP. CONTACTS ADDENDUM

CONTACT INFORMATION: 24-Hour Telephone: 1-800-673-3301 EMERGENCIES ONLY

LIBERTY UTILITIES (ST. LAWRENCE GAS) CORP.

Legal/Contract Notices/Contracting	<p>Legal Department 33 Stearns Street Massena, NY 13662 Phone: (516) 243-2142 Attn. Jeffrey Greenblatt Email: Jeffrey.Greenblatt@libertyutilities.com</p>
Gas Measurement/Gas Testing	<p>Gas Measurement Department 33 Stearns Street Massena, NY 13622 Phone: (315) 842-3609 Attn. Dan Burke Email: Dan.Burke@libertyutilities.com</p>
Field Operations/Meter Sets	<p>Gas Measurement Department 33 Stearns Street Massena, NY 13622 Phone: (315) 842-3609 Attn. Dan Burke Email: Dan.Burke@libertyutilities.com</p>
Gas Scheduling	<p>Transportation Service Department 15 Buttrick Rd Londonderry, NH 03053 Phone: (603) 216-3546 Cell: (603) 475-7978 Attn. Mark Summerfield Email: mark.summerfield@libertyutilities.com</p>
Credit	<p>Credit & Receivables Management 15 Buttrick Rd Londonderry, NH 03053 Phone: (603) 216-3539 Cell: (603) 260-8880 Attn. Cynthia Trottier Email: cynthia.trottier@libertyutilities.com</p>



RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT
SUPPLIER CONTACTS ADDENDUM

CONTACT INFORMATION: NEIGHBORHOOD DAIRY RNG, LLC 1-519-778-7208 EMERGENCIES ONLY

Legal/Contract Notices

Marty Ryan, President
c/o BerQ RNG
2400 Ansys Drive, Suite 102
Canonsburg PA 15317
Phone: 1-(412)-709-3136
Email: marty@berqrng.com

Emergency (24-Hour)

Matt Dugan, VP Operations
2275 Upper Middle Rd E#400
Oakville, ON, L6H 0C3
Phone: 1-(519)-778-7208
Email: mattd@berqrng.com

Field/Gas Testing/Operations

Matt Dugan, VP Operations
2275 Upper Middle Rd E#400
Oakville, ON, L6H 0C3
Phone: 1-(519) 778-7208
Email: mattd@berqrng.com

Accounting/Invoices

Mikhail Arkaev, CFO
2275 Upper Middle Rd E#400
Oakville, ON, L6H 0C3
Phone: 1-(647)-964-5281
Email: mikhaila@berqrng.com

Updated Addendums should be sent to Company by mail at the following address: 116 North Main St.
Concord, NH 03301, ATTN: Legal Dept.



RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

LIBERTY UTILITIES (ST. LAWRENCE GAS) CORP. and NEIGHBORHOOD DAIRY RNG, LLC

EXHIBIT A
Receipt Points(s)

To be prepared by Liberty Utilities (St. Lawrence Gas) Corp. and added following execution of Interconnection Agreement.



RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

LIBERTY UTILITIES (ST. LAWRENCE GAS) CORP. and NEIGHBORHOOD DAIRY RNG, LLC

EXHIBIT B
Renewable Natural Gas Quality Standards

1. Startup Testing Procedure

The following governs startup testing:

- a. Constituents of concern (“COCs”) relative to RNG feedstock are set forth in Tables II and III below.
- b. For those Minimum Gas Quality Standards (Table I) which are continuously monitored by quality analysis equipment installed in the Supplier’s Plant, results from such equipment shall be used to determine gas quality so long as that equipment is maintained and calibrated according to manufacturer’s specification.
- c. For those Minimum Gas Quality Standards (Table I) which are not continuously monitored by quality analysis equipment installed in the Supplier’s Plant and COCs relative to RNG feedstock (Tables II and III), testing will be performed by a third party laboratory of the Supplier’s choosing on samples collected by Supplier or its designated sample collector.
- d. Supplier will perform two tests within a four (4) week period a minimum of twenty-four (24) hours apart.
- e. Testing results from all methods will determine the following outcomes and further testing requirements:
 - i. If Minimum Gas Quality Standards (Table I) are not met, the RNG cannot be injected into the Interconnection Facilities.
 - ii. If the Minimum Gas Quality Standards (Table I) are met **AND** COC values are *under* the “Trigger Level” in Table III in both tests performed, then annual testing for COCs with continuous monitoring of Minimum Gas Quality Standards (Table I) will be required.
 - iii. If the Minimum Gas Quality Standards (Table I) are met **AND** COC values *exceed* the “Trigger Level” in Table III, but are *below* the “Upper Action Level” in both tests performed or one test performed (provided that the other test performed yields the Minimum Gas Quality Standards (Table I) are met **AND** COC values are *under* the “Trigger Level” in Table III), then quarterly testing for COCs with continuous monitoring of Minimum Gas Quality Standards (Table I) will be required.
 1. If any COC that formerly was above the “Lower Action Limit” drops below the “Trigger Level” for four (4) consecutive quarters, testing will move to an annual schedule.
 - iv. If the Minimum Gas Quality Standards (Table I) are met **AND** any COC value *exceeds* the “Upper Action Level” in Table III – the Supplier’s Plant will be shut in and cannot be restarted until the COC is below the “Lower Action Limit”.

2. Continuous Monitoring

- a. The following instrumentation shall be present for continuous monitoring of the RNG:



- i. Chromatograph
 1. Btu content
 2. Wobbe Index
 - ii. O₂ Analyzer
 - iii. CO₂ Analyzer
 - iv. H₂O Analyzer
 - v. Sulfur analyzer
 - b. Continuous monitoring should be completed relative to the equipment's capabilities (not to exceed twenty (20) minutes per run), as determined by the Company.¹
 - c. The Supplier's Plant shall be shut in upon the following condition being met for *any* component of the Minimum Gas Quality Standards (Table I):
 - i. Three (3) results above the threshold or out of the specified range in one (1) hour (a "Noncompliance Result").
 - d. The Company shall notify Supplier of a Noncompliance Result and the Supplier shall follow the restart testing procedure below prior to injecting additional RNG.
3. Restart Testing Procedure
 - a. If the Supplier's Plant has been offline for twenty-four (24) hours or more due to a complete stoppage in the production of biogas from the Supplier's digesters ("Complete Stoppage"), the initial start up testing protocol should be followed.
 - b. If the Supplier's Plant has been offline for less than twenty-four (24) hours or are offline for a reason other than a Complete Stoppage, testing shall occur as follows:
 - i. if the reason for the foregoing is due to a value above the Minimum Gas Quality Standards (Table I) threshold or out of the specified range or a COC value exceeding the "Upper Action Level" in Table III, the values for such specific attribute (s) shall be tested and shown to be within specification for such minimum gas quality standards and/or below the "Lower Action Limit" for the COCs;
 - ii. if the reason for the foregoing is other than a gas quality issue, then for avoidance of doubt no testing is required.
 - c. Supplier shall notify the Company in writing once the RNG is shown to meet the Minimum Gas Quality Standards (Table I) and the Company will re-open the shut-in valve within four (4) hours of receiving such notification.

¹ In the event the Company cannot perform continuous monitoring for a period of time, but Gas can still be injected, the Supplier may temporarily perform continuous monitoring in accordance with these standards following consultation with the Company.



Table I – Minimum Gas Quality Standards:

	Liberty (NY)
Heating Value	970-1110 btu/scf
Moisture Content	7lbs/ mmcf
Hydrogen Sulfide	4 ppm
Mercaptan Sulfide	1 ppmv (0.06 grains/100scf)
Total Sulfur	16.5 ppm
Other Volatile Metals	<213 ug/m3
Mercury	<0.06 ug/m3
Siloxanes as D4	0.1 mg Si/m3
Carbon Dioxide	2% v/v
Oxygen	0.1-0.4% vol
Inerts	4% total
Hydrocarbons Dewpoint	15F
Temperature	50-105F
Wobbe Number	1270-1400

Table II – Constituents of Concern

Parameter	Agricultural and Clean Organics
Water Content	
Sulfur, including Hydrogen Sulfide	
Hydrogen	
Carbon dioxide	
Nitrogen	
Oxygen	
Ammonia	
Biologicals (bacteria or spores ≤0.2 micron)	
Mercury	
Volatile metals	
Siloxanes	
Volatile Organic Compounds	
Semi-volatile Organic Compounds	
Halocarbons	
Aldehydes and Ketones	
Polychlorinated biphenyls (PCBs)	
Pesticides	



Table III – Concentration Levels of Constituents of Concern

Maximum Constituent Concentrations						
Renewable Natural Gas Injection Constituents				Testing for Source Gas		
	Trigger Level	Lower Action Level	Upper Action Level	Non-Hazarous Landfill	Dairies	Other
Base Gas Quality Specifications				X	X	X
Health Protective Constituents (HPC) - Carcinogenic						
Arsenic	0.006 ppmv	0.06 ppmv	0.15 ppmv	X		
p-Dichlorobenzene	0.95 ppmv	9.5 ppmv	24 ppmv	X		X
Ethylbenzene	6.0 ppmv	60 ppmv	150 ppmv	X	X	X
n-Nitroso-di-n-propylamine	0.006 ppmv	0.06 ppmv	0.15 ppmv	X	X	
Vinyl Chloride	0.33 ppmv	3.3 ppmv	8.3 ppmv	X		X
Health Protective Constituents (HPC) - Non-Carcinogenic						
Antimony	0.12 ppmv	1.2 ppmv	6.1 ppmv	X		
Copper	0.02 ppmv	0.23 ppmv	1.2 ppmv	X		
Hydrogen Sulfide	22 ppmv	216 ppmv	1080 ppmv	X	X	X
Lead	0.009 ppmv	0.09 ppmv	0.44 ppmv	X		
Mercaptans (Alkyl Thiols)	12 ppmv	120 ppmv	610 ppmv	X	X	X
Methacrolein	0.37 ppmv	3.7 ppmv	18 ppmv	X		
Toluene	240 ppmv	2400 ppmv	12000 ppmv	X	X	X
Integrity Protective Constituents						
Ammonia	3mg/m3	7mg/m3	18mg/m3	X	X	X
Hydrogen	0.10%	TBD	TBD	X	X	X
Mercury	0.08 mg/m3	TBD	TBD	X	X	X
Siloxanes	0.1 mg Si/m3	0.1 mg Si/m3	0.1 mg Si/m3	X	X	X
Total Bacteria	4E+04/scf	4E+05/scf	4E+06/scf	X	X	X
Sulfate Reducing Bacteria			BDL	X	X	X
Acid Producing Bacteria			BDL	X	X	X
Iron-oxidizing Bacteria			BDL	X	X	X



RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

LIBERTY UTILITIES (ST. LAWRENCE GAS) CORP. and NEIGHBORHOOD DAIRY RNG, LLC

**EXHIBIT C
Insurance Requirements**

Supplier shall furnish insurance listed below. Insurance shall be placed with insurance carriers acceptable to Company. Any insurance carrier providing such insurance must have at least an A- rating and financial category of VII or better as defined by A. M. Best or equivalent. Supplier shall maintain this insurance at all times during performance of this Agreement. In addition, if insurance is written on a "claims-made" basis, such insurance shall be maintained by Supplier for a minimum period of three years after the completion of the Agreement. Supplier may elect to extend the discovery period under the existing policy for not less than three years.

Supplier, and any subcontractors, shall have Company named as an additional insured under the insurance policies required below (with the exception of the professional liability policy (if applicable)), including any excess or umbrella policies for ongoing/current and completed operations. The coverage must be provided on a primary and non-contributing basis

Supplier shall require all subcontractors to the extent such are permitted, to furnish insurance listed below and such insurance shall be in accordance with all requirements of this section. There shall be an allowance for lower limits of insurance, depending on the scope of work of the subcontractor.

Each insurance policy required by this section shall contain a waiver of the right of subrogation, and shall be endorsed to provide for severability of interest, cross liability or cross suit protection, so that each insured is treated separately under the policy. The waiver of the right of subrogation, shall also extend to parent companies, subsidiaries and affiliates of Company and the officers, directors, agents, and employees of such entities. These provisions must survive expiration, termination or cancellation of this Agreement.

Supplier or subcontractor that is a legally permitted and qualified self-insurer in the state in which services are to be performed, may furnish proof that it is such a self-insurer and evidence of any excess coverage. Supplier will maintain financial responsibility of any-self-insured retention or deductible.



The Following Insurance Policies Are Required

Workers' Compensation and Employer's Liability Insurance - Supplier or subcontractor, shall maintain Workers' Compensation and Employer's Liability Insurance of the state in which the services are to be performed.

- a) Supplier shall determine if the work to be performed under this Agreement requires coverage by any Federal Compensation statutes including, but not limited to, the Longshoremen's and Harbor Workers' Compensation Act or Jones Act and provide such coverage.
- b) The Commercial Umbrella/Excess Liability and/or Employer's Liability limits must be in an amount not less than \$1,000,000 per accident/aggregate/disease.

Commercial General Liability and Commercial Umbrella/Excess Liability Insurance - Commercial general liability insurance and commercial umbrella/excess liability insurance with a combined limit for Bodily Injury and Property Damage of not less than \$5,000,000 each occurrence. Such insurance policies must include, at a minimum, coverage for contractual liability, personal injury and advertising, broad form property damage, premises/operations, independent operators, and products and completed operations and shall remain in force for a period of at least five (5) years after completion of the work. Any exclusion for "Explosion", "Collapse" and/or "Underground" (XCU) operations shall be removed from such coverage. Supplier, and any subcontractors, shall have Company named as an additional insured including any excess or umbrella policies for ongoing/current and completed operations and granted a waiver of subrogation.

Supplier Certificates of insurance shall state that the insurance carrier has issued the policies providing for the insurance specified herein, that such policies are in force, that Company is an additional insured under the policies for ongoing/current and completed operations, that all policies contain contractual liability coverage, and Supplier will give Company thirty (30) days prior written notice of, non-renewal, or cancellation of, such policies. If such insurance policies are subject to any exceptions to the terms specified herein, such exceptions shall be explained in full in such certificates. Company may, at its discretion, require Supplier, or any subcontractor to obtain insurance policies that are not subject to any exceptions to the terms specified herein. For such time as insurance is required under this Agreement, Supplier shall provide Company with annual current certificates of insurance fifteen (15) days after the anniversary date of each policy evidenced.

FAILURE TO MAINTAIN THE INSURANCE COVERAGE PROVIDED HEREIN THROUGHOUT THE LIFE OF THIS AGREEMENT SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT. IT IS SUPPLIER'S OBLIGATION TO PROVIDE COMPANY WITH CURRENT CERTIFICATES OF INSURANCE.



Certificate of Insurance Requirements

- a) Before entering the project site or starting work, the Supplier will give the Company a certificate of insurance issued by a duly authorized representative of their insurer certifying that at least the minimum coverages required herein are in effect. The Company will have the right, but not the obligation, of prohibiting the Supplier or sub-Supplier from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Company. Certificates of insurance shall be sent to:

Liberty Utilities (St. Lawrence Gas) Corp.
33 Stearns Street
Massena, NY 13662
Phone: (315) 842-3607
Attn. Mark Saltsman
Email: Mark.Saltsman@LibertyUtilities.com

- b) Failure of the Company to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Company to identify a deficiency from evidence provided will not be construed as a waiver of the Supplier's obligation to maintain insurance.
- c) The acceptance of delivery by the Company of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the Company that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- d) If the Supplier fails to maintain the insurance as set forth herein, the Company will have the right, but not the obligation, to purchase said insurance at the Supplier's expense. Alternatively, the Supplier's failure to maintain the required insurance after notice to Supplier and failure to cure within 10 business days may result in termination of this Agreement at the Company's option.
- e) If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the Supplier's final invoice.



RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT

Between

LIBERTY UTILITIES (ST. LAWRENCE GAS) CORP. and NEIGHBORHOOD DAIRY RNG, LLC

EXHIBIT D
Interconnection Facilities

Equipment	Install By	Own By	Maintain By
Meter run and valves	Company	Company	Company
Pressure Regulator	Company	Company	Company
Odorizing Equipment	Company	Company	Company
Overpressure Protection Equipment	Company	Company	Company
Mainline valve	Company	Company	Company
Water separator/drips	Company	Company	Company
Company communications facilities	Company	Company	Company
Telemetrics/Teleflow	Company	Company	Company
Gas Quality Equipment	Company	Company	Company
Real-Time Analyzer	Company	Company	Company