



February 13, 2015

VIA ELECTRONIC FILING

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

**Re: Revisions to the ISO New England Inc. Transmission, Markets and Services
Tariff to Address the Treatment of Elective Transmission Upgrades;
Docket No. ER15-____-000 (Part 1 of 2)**

Requesting an effective date of February 16, 2015.

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”),¹ ISO New England Inc. (the “ISO”)² joined by the New England Power Pool Participants Committee (“NEPOOL”), and the Participating Transmission Owners Administrative Committee (“PTO AC”) on behalf of the Participating Transmission Owners (“PTO”) (collectively, the “Filing Parties”)³ hereby jointly submit this transmittal letter regarding proposed revisions to Section I, II, III and IV of the Tariff, and to the Transmission Operating Agreement, to improve the process for evaluating the interconnection of new transmission lines that are participant funded to the New England system,

¹ 16 U.S.C. § 824d (2006 and Supp. II 2009).

² Capitalized terms used but not otherwise defined in this filing have the meanings ascribed thereto in the ISO’s Transmission, Markets and Services Tariff (the “Tariff”). Section II of the Tariff contains the Open Access Transmission Tariff (the “ISO OATT”), and Section III of the Tariff contains Market Rule 1 (“Market Rule 1”).

³ The Filing Parties note that the rights under Section 205 of the Federal Power Act to modify terms, conditions and rates in the ISO Tariff are held and exercised by the ISO, with the limited exception of Schedule 11, Schedule 22, Schedule 23 and new Schedule 25 of the ISO OATT over which the ISO shares its Section 205 rights with the PTO AC in the manner specified in the Transmission Operating Agreement between the PTOs and the ISO (the “TOA”) and the ISO OATT. NEPOOL does not hold Section 205 rights over the ISO Tariff, but rather provides advisory input through sector voting on those parts of the ISO Tariff over which the ISO has Section 205 filing rights.

and incorporate them into the Forward Capacity Market (“FCM”).⁴ In New England, the participant funded transmission lines, which may include merchant as well as cost-based transmission projects, are defined as Elective Transmission Upgrades (“ETU”).⁵ The changes to the Tariff and the TOA discussed in this filing letter are collectively referred to as the “ETU Rule Changes.” This filing also includes the supporting testimonies of Stephen J. Rourke (the “Rourke Testimony”) and Mark G. Karl (the “Karl Testimony”), which are sponsored solely by the ISO.⁶

The Filing Parties submit that the ETU Rule Changes are just and reasonable. The ETU Rule Changes are the result of the ISO’s undertaking, in conjunction with stakeholders, to address certain identified deficiencies with the existing process for evaluating the interconnection of ETUs to the New England Administered Transmission System, which create significant uncertainties for ETU applicants. Many stakeholders have submitted applications proposing the interconnection of transmission facilities for various reasons. There are approximately 20 such requests that are in different stages of studies in the ISO interconnection study queue (the “Queue”), ranging from internal New England upgrades to better integrate generation, to interconnecting new transmission lines with neighboring Control Areas, both high voltage direct current (“HVDC”) and alternating current (“AC”), seeking to import capacity and energy into the region. The deficiencies in the existing ETU interconnection process, however, impede the ability of both the ETU developers and the ISO to make progress on the System Impact Studies and the interconnection of these projects. For instance, although ETU applicants are assigned a Queue Position at the time of the application, that Queue Position is essentially meaningless. Under the current rules, ETU System Impact Studies cannot be conducted in an

⁴ This transmittal letter and attachments are the first part of a two-part submission. Due to technical limitations associated with the Commission’s eTariff system, the ISO is not able to submit the clean and blacklined TOA changes with the ISO-NE Tariff changes, filing letter, testimony and other material, as the TOA is stored in a separate database from the ISO-NE Tariff. The TOA is included with Part 2 of 2 of this filing.

⁵ See Tariff, § I.2.2, defining Elective Transmission Upgrades as:

a Transmission Upgrade that is participant-funded (i.e., voluntarily funded by an entity or entities that have agreed to pay for all of the costs of such Transmission Upgrade), and is not: (i) a Generator Interconnection Related Upgrade; (ii) a Reliability Transmission Upgrade (including a NEMA Upgrade, as appropriate); (iii) an Market Efficiency Transmission Upgrade (including a NEMA Upgrade, as appropriate); or (iv) initially proposed in an Elective Transmission Upgrade Application filed with the ISO in accordance with Section II.47.5 on a date after the addition or modification already has been otherwise identified in the current Regional System Plan (other than as an Elective Transmission Upgrade) in publication as of the date of that application.

⁶ Mr. Rourke is the Vice President of System Planning for the ISO. Mr. Karl is the Vice President of Market Development for the ISO.

orderly manner, consistent with the assigned Queue Position. Rather, ETU System Impact Studies have to constantly true-up to Generating Facility studies. This results in study uncertainties, re-study, added costs and project delays. Simply put, ETU Queue Positions are in constant “free-fall.”⁷

The ETU Rule Changes address the global treatment of ETUs in the Tariff. First, as further described in Section V.A of this filing letter, the ETU Rule Changes improve the treatment of ETUs in the ISO OATT. To address the deficiencies with the existing ETU interconnection process, the ETU Rule Changes incorporate new Schedule 25 in the ISO OATT that will govern the interconnection of all forms of ETUs to the New England system. Schedule 25 is closely based on the Federal Regulatory Commission (“Commission”)-approved *pro forma* Large Generator Interconnection Procedures (“LGIP”) and Large Generator Interconnection Agreement (“LGIA”) in Schedule 22 of the ISO OATT,⁸ and thereby sets forth requirements and obligations similar to those of internal Large Generating Facilities, enabling ETUs to establish and maintain a meaningful Queue Position.⁹ With the revisions in place, ETU studies will be conducted in an orderly fashion, consistent with the assigned Queue Position.

In addressing the treatment of ETUs, the ETU Rule Changes do not alter the existing Tariff structure. The structure of a proposed transmission project – whether internal or external to the New England Control Area, merchant, cost-based or other – must function within the existing dispatch, market and tariff structure of the New England system.¹⁰ To that end, the ETU Rule Changes establish rules that ensure the structure of a proposed ETU can function within the existing Tariff structure. Specifically, in the Schedule 25 ETU Interconnection Procedures, the ETU Rule Changes provide for all ETUs to fit within the existing transmission facility categories

⁷ The constant “free-fall” issue faced by ETU applicants is explained further in Section IV.D, below.

⁸ The LGIP and the Small Generator Interconnection Procedures (“SGIP”) contained in Schedule 23 of the ISO OATT are collectively referred to as the “Generating Facility Interconnection Procedures.”

⁹ As the ISO manages a single Queue, reflecting all generator and transmission interconnection requests, the ETU Rule Changes make certain conforming changes to Generating Facility Interconnection Procedures so that each interconnection processes reflects the same Queue Position rules. The ETU Rule Changes do not change the existing “first-come, first-served” construct. Rather, they incorporate ETUs into that construct so that ETU Interconnection Requests can be considered and studied in a more orderly manner, consistent with their assigned Queue Position.

¹⁰ See *Northeast Utilities Service Company and NSTAR Electric Co.*, 127 FERC ¶ 61,179, *order denying reh’g. and clarification*, 129 FERC ¶ 61,279 (2009) (“*NU/NSTAR*”) (describing an external transmission project arrangement that is compatible with the New England Tariff structure). *But see*, *National Grid Transmission Services Corp. and Bangor Hydro Electric Co.*, 139 FERC ¶ 61,129 (2012) (describing an internal transmission project construct that is inconsistent with the New England Tariff design) (“*National Grid/BHE*”).

under the Tariff,¹¹ and to be categorized as either an Internal ETU or External ETU. This categorization is important as the ETU type determines the specific types of interconnection service rights that an ETU Interconnection Customer may request under the proposed ETU Interconnection Procedures and the manner in which the ETU will tie into the FCM.

In addition, as described in Section V.B of this filing letter, the ETU Rule Changes fundamentally define in the ETU Interconnection Procedures “Interconnection Service” for all ETUs as the right to interconnect a transmission facility to the Administered Transmission System. The ETU Rule Changes also introduce in the ETU Interconnection Procedures two new forms of capacity and energy interconnection service – Capacity Network Import Interconnection Service (“CNIIS”) and Network Import Interconnection Service (“NIIS”) – for the interconnection of all new controllable External ETUs that are classified as Merchant Transmission Facilities or Other Transmission Facilities to the Administered Transmission System in a manner similar to internal Generating Facilities. CNIIS and NIIS are comparable to, and respectively follow, the same construct as the Interconnection Services for Generating Facilities – Capacity Network Resource Interconnection Service (“CNRIS”) and Network Resource Interconnection Service (“NRIS”).¹²

Consistent with the treatment of Generating Facilities seeking CNRIS, as discussed in Section V.C, below, the ETU Rule Changes provide for the allocation of capacity interconnection service to controllable MTF/OTF External ETUs for the import of capacity into New England through the FCM. To facilitate this, the ETU Rule Changes revise Market Rule 1 to incorporate External ETUs seeking CNIIS in the existing FCM construct and allow for its bundling with an Import Capacity Resource to participate in the FCM.¹³ Under this construct, CNIIS is assigned to the ETU Interconnection Customer when it is associated (or “bundled”) with an Import Capacity Resource that clears (obtains a capacity obligation) in the FCM, whereupon the CNIIS will be respected until the time the External ETU is no longer coupled with an Import Capacity Resource that participates in the FCM. So that the ETU Interconnection

¹¹ All transmission facilities must be classified under the ISO OATT as Pool Transmission Facilities (“PTF”), Non-Pool Transmission Facilities (“Non-PTF”), Merchant Transmission Facilities (“MTF”) or Other Transmission Facilities (“OTF”).

¹² See *ISO New England Inc. and New England Power Pool*, Joint Filing Proposed Revisions to the Generator Interconnection Process and Forward Capacity Market Participation Provisions Set Forth in the ISO New England Inc. Transmission, Markets and Services Tariff, Docket Nos. ER09-237-000, *et al.* (Oct. 31, 2008) (“FCM/Queue Amendments”). The FCM/Queue Amendments were accepted by the Commission on January 30, 2009, in *ISO New England Inc. and New England Power Pool*, 126 FERC ¶ 61,080 (2009) (“FCM/Queue Amendments Order”).

¹³ In qualifying a resource in the FCM, the ISO evaluates the transmission by which the source will be delivered – in this case, the External ETU – and the power contract to be bundled with the transmission facility – in this case, the Import Capacity Resource. The Import Capacity Resource and not the External ETU is what actually participates in the Forward Capacity Auction.

Customer can retain the full capacity interconnection service and realize the value of its investment, the ETU Rule Changes also revise Market Rule 1 to provide that there will be no tie benefits¹⁴ over External ETUs eligible for CNIIS or NIIS.¹⁵ This construct promotes resource participation in the FCM and results in a market product that has rights and obligations, with offer requirements and performance standards, comparable to other capacity resources in New England.

As described in Section V.B, below, the ETU Rule Changes also revise the ISO OATT and Market Rule 1 to incorporate provisions by which an Internal ETU may become directly associated with a specific Generating Facility seeking CNRIS so that it can be studied together with the Generating Facility and thereby increase the Generating Facility's ability to qualify for the FCM.¹⁶ Under this construct, the Internal ETU itself does not receive a specific capacity or energy interconnection service. CNRIS and NRIS are assigned to the internal Generating Facility in accordance with the Generating Facility Interconnection Procedures. As is the case today, the ETU will be eligible to request market-related rights, such as Incremental Auction Revenue Rights in accordance with the existing Market Rules.

The ETU Rule Changes received *unanimous* support in the NEPOOL stakeholder process. Indeed, many stakeholders requested that the ETU Rule Changes be in place on time for when the Show of Interest Window for the tenth Forward Capacity Auction ("FCA10") for the Capacity Commitment Period 2019-2020 opens on February 17, 2015.¹⁷ Accordingly, to facilitate the ISO's implementation of the ETU Rule Changes by the time the FCA10 Show of

¹⁴ Tie benefits originated with and reflect the concept of sharing capacity reserves among neighboring control areas. Tie benefits are calculated in accordance with Section III.12.9 of the Tariff. Briefly, based on multi-area studies, the ISO examines the conditions in the New England Control Area, as well as in our neighboring Control Areas at criteria to determine what we may be able to get as mutual support from the neighboring Control Areas. Section III.12.9 prescribes that tie benefits are calculated and allocated before new import contracts may attempt to obtain a Capacity Supply Obligation over any remaining space on the interface. The revisions to the tie benefits provisions are warranted to let the ETU Interconnection Customers realize the value of their investment and allow them to bring their product – *i.e.*, the associated Import Capacity Resource – to the market, and subject to performance obligations.

¹⁵ The revisions necessary to support the treatment of ETUs in the FCM, including the changes to the tie benefits calculation and the FCM Network Model provisions, are discussed in Section V.D of this filing letter.

¹⁶ The establishment of an improved ETU interconnection process also facilitates ETU developers' pursuit of ETUs to improve the energy integration of generation (*e.g.*, to mitigate curtailment risk); however, there is no specific linkage to a Generating Facility.

¹⁷ Importantly, the ETU Rule Changes do not change the current deadlines for participation in FCA10. All New Capacity Show of Interest Forms to participate in FCA10 are due no later than March 3, 2015, and the associated Interconnection Requests must also be submitted by then.

Interest Window opens, the Filing Parties respectfully request that the Commission accept the revisions as filed, without modifications or conditions, to be effective on **February 16, 2015**.

I. STRUCTURE OF FILING LETTER

The filing letter is structured as follows:

- Section I provides an overview of the filing;
- Section II describes the Filing Parties, and provides communications information regarding them;
- Section III discusses the Section 205 standard of review applicable to this filing;
- Section IV provides historical background regarding the treatment of transmission facilities in New England, the Generating Facility Interconnection Procedures, and the existing ETU interconnection process;
- Section V discusses describes and provides the justification for the ETU Rule Changes;
- Section VI provides information regarding the implementation schedule and the requested effective date;
- Section VII discusses the stakeholder process for the ETU Rule Changes;
- Section VIII provides additional supporting information (including a listing of the attachments to this filing) required by Part 35 of the Commission’s regulations; and,
- Section IX is the conclusion.

II. DESCRIPTION OF THE FILING PARTIES AND COMMUNICATIONS

The ISO is the private, non-profit entity that serves as the regional transmission organization (“RTO”) for New England. The ISO operates the New England bulk power system and administers New England’s organized wholesale electricity market pursuant to the Tariff and operating agreements with transmission owners. In its capacity as an RTO, the ISO has the responsibility to protect the short-term reliability of the New England Control Area and to and operate the system according to reliability standards established by the Northeast Power Coordinating Council (“NPCC”) and the North American Electric Reliability Corporation (“NERC”).

The PTOs¹⁸ are Transmission Providers providing Local Service over Non-Pool Transmission Facilities on an open-access basis under Schedule 21 of the ISO OATT. Pursuant to the terms of the TOA among the PTOs and the ISO, the PTOs own, physically operate and maintain Transmission Facilities in New England and the ISO has Operating Authority (as defined in Schedule 3.02 of the TOA) over all of the Transmission Facilities of the PTOs, including those used to provide service under Schedule 21. Section 3.04 of the TOA also grants the PTOs authority under Section 205 of the FPA to submit filings to the Commission in matters affecting the rates, terms and conditions of Local Service under Schedule 21 and rates and charges, including cost allocation, for Regional Transmission Service under the ISO OATT.

NEPOOL is a voluntary association organized in 1971 pursuant to the New England Power Pool Agreement, and it has grown to include over 430 members. The Participants include all of the electric utilities rendering or receiving service under the Tariff, as well as independent power generators, marketers, load aggregators, brokers, consumer-owned utility systems, end users, demand resource providers, developers and transmission providers. Pursuant to revised governance provisions accepted by the Commission,¹⁹ the Participants act through the NEPOOL Participants Committee. The Participants Committee is authorized by Section 6.1 of the Second Restated NEPOOL Agreement and Section 8.1.3(c) of the Participants Agreement to represent NEPOOL in proceedings before the Commission. Pursuant to Section 2.2 of the Participants Agreement, “NEPOOL provide[s] the sole Participant Processes for advisory voting on ISO matters and the selection of ISO Board members, except for input from state regulatory authorities and as otherwise may be provided in the Tariff, TOA and the Market Participant Services Agreement included in the Tariff.”

All correspondence and communications in this proceeding should be addressed to the undersigned for the **ISO** as follows:

¹⁸ The PTOs include: Town of Braintree Electric Light Department; Central Maine Power Company; Maine Electric Power Company; The City of Chicopee Municipal Lighting Plant; Connecticut Municipal Electric Energy Cooperative; Connecticut Transmission Municipal Electric Energy Cooperative; Emera Maine (Bangor Hydro Division); The City of Holyoke Gas and Electric Department; Green Mountain Power Corporation; Hudson Light and Power Department; Massachusetts Municipal Wholesale Electric Company; Middleborough Gas and Electric Department; New England Power Company d/b/a National Grid; New Hampshire Electric Cooperative, Inc.; New Hampshire Transmission, LLC; Northeast Utilities Service Company on behalf of certain of its affiliates: The Connecticut Light and Power Company, Western Massachusetts Electric Company, and Public Service Company of New Hampshire; NSTAR Electric Company; Taunton Municipal Lighting Plant; Town of Norwood Municipal Light Department; Town of Reading Municipal Light Department; The United Illuminating Company; Unitol Energy Systems, Inc.; Fitchburg Gas and Electric Light Company; Vermont Electric Power Company; Vermont Electric Cooperative, Inc.; Vermont Transco, LLC; Vermont Public Power Supply Authority; and Town of Wallingford, Connecticut Department of Public Utilities Electric Division.

¹⁹ *ISO New England Inc., et al.*, 109 FERC ¶ 61,147 (2005).

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²⁰ Due to the joint nature of this filing, the Filing Parties respectfully request a waiver of Section 385.203(b)(3) of the Commission's regulations to allow the inclusion of more than two persons on the service list in this proceeding.

III. STANDARD OF REVIEW

The ETU Rule Changes are filed pursuant to Section 205 of the FPA, which “gives a utility the right to file rates and terms for services rendered with its assets.”²¹ Under Section 205, the Commission “plays ‘an essentially passive and reactive’ role”²² whereby it “can reject [a filing] only if it finds that the changes proposed by the public utility are not ‘just and reasonable.’”²³ The Commission limits this inquiry “into whether the rates proposed by a utility are reasonable – and [this inquiry does not] extend to determining whether a proposed rate schedule is more or less reasonable than alternative rate designs.”²⁴ The changes proposed herein “need not be the only reasonable methodology, or even the most accurate.”²⁵ As a result, even if an intervenor or the Commission develops an alternative proposal, the Commission must accept this filing if it finds that it is just and reasonable.²⁶

IV. BACKGROUND

As briefly mentioned above, the ETU Rule Changes address the global treatment of ETUs throughout the Tariff, but they do so in a manner that keeps the fundamental Tariff design intact. In order to fully understand the ETU Rule Changes, a brief overview of the existing dispatch, markets and tariff structure in New England, as well as the existing ETU interconnection process and its deficiencies is warranted.

A. Transmission Facilities Treatment in New England – System Dispatch and Transmission Service

The ISO OATT sets forth various processes that may result in the addition of or modifications to existing transmission facilities. As described below, the ETU interconnection process in Section II.47.5 of the ISO OATT is one such process. Additions or modifications to existing transmission facilities may be necessary to accommodate the connection of a proposed ETU under that provision. New or modifications to existing transmission facilities also may be

²¹ *Atlantic City Elec. Co. v. FERC*, 295 F.3d 1, 9 (D.C. Cir. 2002).

²² *Id.* at 10 (quoting *City of Winnfield v. FERC*, 744 F.2d 871, 876 (D.C. Cir 1984)).

²³ *Id.*

²⁴ *See ISO New England Inc.*, 114 FERC ¶ 61,315 at P 33 and n.35 (2005), citing *Pub. Serv. Co. of New Mexico v. FERC*, 832 F.2d 1201, 1211 (10th Cir. 1987) and *City of Bethany v. FERC*, 727 F.2d 1131, 1136 (D.C. Cir. 1984) (“*City of Bethany*”), cert. denied, 469 U.S. 917 (1984).

²⁵ *Oxy USA, Inc. v. FERC*, 64 F.3d 679, 692 (D.C. Cir. 1995).

²⁶ *Cf. Southern California Edison C o., et al.*, 73 FERC ¶ 61,219 at 61,608 n. 73 (1995) (“Having found the Plan to be just and reasonable, there is no need to consider in any detail the alternative plans proposed by the Joint Protesters.” (citing *City of Bethany*, 727 F.2d at 1136)).

warranted to accommodate a request for transmission service under the ISO OATT, or to address system needs identified under the Regional System Planning Process set forth in Attachment K to the OATT. The Generating Facility Interconnection Procedures also may require the addition of or modifications to existing Interconnection Facilities and Network Upgrades to accommodate a proposed Generating Facility's interconnection to the Administered Transmission System. All such transmission facilities ultimately must be classified under the ISO OATT as PTF, Non-PTF, MTF, or OTF for transmission service, operational and scheduling purposes.²⁷ The treatment of the facilities in each of these categories, together with the location of the transmission facility (*e.g.*, within or external to New England Control Area), are important as they form the basis for the treatment of different types of ETUs under the ETU Rule Changes.

Pursuant to the ISO OATT, the ISO provides Regional Transmission Service – Regional Network Service (“RNS”) and Through or Out Service – within the New England Control Area over the regional transmission system – the PTF. The ISO OATT for regional transmission service has differed from the Commission's *pro forma* OATT since its inception in 1997, in that it has *not* employed a system of physical rights and advance reservations for point-to-point transmission service for the vast majority of transactions over the PTF in New England.²⁸ Of particular relevance to the ETU Rule Changes, it does not employ a system of physical rights and advanced reservations for transmission service over lines that are internal to the New England Control Area.²⁹

²⁷ Transmission facilities are classified and administered in accordance with the following sections of the ISO OATT: PTF – Sections II.B and II.C, and Schedules 8 and 9; Non-PTF - Section II.C and Schedule 21; MTF - Section II.C and Schedule 18; and, OTF - Non-PTF - Section II.C and Schedule 20A.

²⁸ This was true even under the NEPOOL OATT that preceded the ISO OATT. As recognized by the Commission in 2002: “Under the current tariff [*i.e.*, the NEPOOL OATT], these customers [*i.e.*, generators with grandfathered transactions] do not have physical scheduling rights for internal transactions....” *New England Power Pool and ISO New England Inc.*, 101 FERC ¶ 61,344 at P 76 (2002). See also *ISO New England Inc., et al.*, 109 FERC ¶ 61,147 (2004). For a short time between May 1, 1998 and December 1, 2000, a service known as In Service used a *pro forma* type of transmission service for transactions over the New York and New Brunswick AC ties into New England. In Service, however, was eliminated in *New England Power Pool*, 93 FERC ¶ 61,195 (2000), *order on reh'g*, 96 FERC ¶ 61,087 (2001).

²⁹ From 1998 through early 2005, the NEPOOL OATT, which was in place prior to the ISO OATT, contained an option of point-to-point transmission service for internal transactions over the PTF in New England. However, this service did not entail firm physical rights, and in 2005, as part of the commencement of RTO operations in New England, internal point-to-point service was eliminated.

The ISO OATT also governs the PTOs' provision of Local Service over the Non-PTF system, which currently consists of facilities located within the New England Control Area. The PTOs offer a combination of network and point-to-point transmission service over the Non-PTF as Local Service under Schedule 21 of the OATT. Firm, physical rights for use of the Non-PTF, however, are not recognized and do not play a role in the scheduling and dispatch of resources interconnected to these facilities.

(continued...)

RNS, which is the primary form of transmission service over the PTF, does not use advance reservations, and does not distinguish between “firm” and “non-firm” transmission service. Rather, RNS allows network Transmission Customers to receive energy and capacity from Network Resources³⁰ at any point on the PTF without a reservation, and treats all *transactions* cleared in the energy markets or generation scheduled for reliability as firm. The system is thus operated based on the economic dispatch of available resources, taking into account special dispatch to ensure system security and requested self schedules. Generating Facilities that participate in the New England Markets are automatically designated as Network Resources and are able to utilize the regional transmission system. Network Transmission Customers pay for RNS through a rate based on their Regional Network Load, thereby allowing the ISO to collect the revenue requirements on behalf of the PTOs that are signatories to the TOA with the ISO. Consistent with the foregoing, in New England, Generating Facilities do not pay to transmit their output within New England on the regional network system.

Scheduling/dispatch of resources interconnected to Non-PTF (as would be the case for any transmission facility internal to the New England Control Area) is performed in accordance with the Market Rules, which provide for the dispatch of such resources on five-minute intervals using a security-constrained economic commitment and dispatch system. *See, e.g., Pittsfield Generating Company, L.P.*, 127 FERC ¶ 61,035 at P 10 (2010).

³⁰ *See* Tariff, § I.2.2, defining Network Resource as:

(1) With respect to Market Participants, (a) any generating resource located in the New England Control Area which has been placed in service prior to the Compliance Effective Date (including a unit that has lost its capacity value when its capacity value is restored and a deactivated unit which may be reactivated without satisfying the requirements of Section II.46 of the OATT in accordance with the provisions thereof) until retired; (b) any generating resource located in the New England Control Area which is placed in service after the Compliance Effective Date until retired, provided that (i) the Generator Owner has complied with the requirements of Sections II.46 and II.47 and Schedules 22 and 23 of the OATT, and (ii) the output of the unit shall be limited in accordance with Sections II.46 and II.47 and Schedules 22 and 23, if required; and (c) any generating resource or combination of resources (including bilateral purchases) located outside the New England Control Area for so long as any Market Participant has an Ownership Share in the resource or resources which is being delivered to it in the New England Control Area to serve Regional Network Load located in the New England Control Area or other designated Regional Network Loads contemplated by Section II.18.3 of the OATT taking Regional Network Service. (2) With respect to Non-Market Participant Transmission Customers, any generating resource owned, purchased or leased by the Non-Market Participant Transmission Customer which it designates to serve Regional Network Load.

Off-system energy over external interconnections³¹ from resources external to New England is delivered via hourly bilateral import transactions. Market Participants submit offers to supply energy to the New England Real-Time Energy Market (import transactions) and those external offers are scheduled hourly along with the dispatch of internal Generating Facilities in an economic manner according to the ISO Market Rules. With respect to the New England external interfaces, where Available Transfer Capability (“ATC”) values are posted on OASIS, the concept of Network Resources does not impact the ATC associated with regional transmission service over the PTF.

Through or Out Service, the other form of Regional Transmission Service over PTF, is used for transactions that go through the New England Control Area from one boundary to another or that export energy out of the New England Control Area. Like RNS, Through or Out Service over the PTF does not utilize advance transmission reservations or distinguish between “firm” and “non-firm” service. Transmission Customers, however, are subject to transmission service charges for Through or Out Service under the terms of the ISO OATT, with the exception of the transmission charges for Through or Out Service between New England and New York, which were eliminated by New England and New York with the commencement of RTO operations in New England. The ISO’s provision and scheduling of Through or Out Service over the PTF under the ISO OATT differs fundamentally from the standardized point-to-point transmission service under the *pro forma* OATT. Through or Out Service is assigned to Transmission Customers whose transactions in the New England Markets are scheduled on the basis of economic merit and Transmission Customers pay for the use of the PTF through the PTF rate charges applied to a reservation created after-the-fact based on actual hourly usage of the PTF.

B. Interconnection of Generating Facilities in New England

The New England Interconnection Procedures for Generating Facilities – specified in Schedules 22 and 23 of the ISO OATT – were accepted by the Commission in response to compliance filings under Order Nos. 2003 and 2006 and associated orders.³² Under those

³¹ ISO OATT Schedules 18 and 20, respectively, also govern transmission service for the use of the Cross Sound Cable (“CSC”) High Voltage, Direct Current interconnection with New York, which is classified as MTF, and the Phase I/II High Voltage, Direct Current Transmission Facilities (“Phase I/II HVDC-TF”) interconnection with Quebec, which is classified as OTF. The specific transmission service over CSC and Phase I/II HVDC-TF vary, but, in general, they provide firm and non-firm point-to-point transmission service under a system of rights and advanced reservation requirements. For use of the CSC and the Phase I/II HVDC-TF, an entity must obtain a transmission reservation in accordance with the requirements set forth in Schedules 18 and 20, respectively, in order to submit a real-time energy transaction for energy over these facilities. The external transactions are scheduled by the ISO on the basis of economic merit, like all other energy transactions in New England.

³² See Standardization of Generator Interconnection Agreements and Procedures, Order No. 2003, 68 Fed. Reg. 49,845 (Aug. 19, 2003), FERC Stats. & Regs. ¶ 31,146 (2003), *order on reh’g*, Order No. (continued...)

procedures, an Interconnection Customer submits an Interconnection Request for a Generating Facility's interconnection to the Administered Transmission System. The Interconnection Customer may specify the point on the Administered Transmission System at which it wishes to interconnect. Interconnection Customers have the option of two levels of interconnection service – Capacity Network Resource Interconnection Service and Network Resource Interconnection Service – reflecting the Interconnection Customer's desired market participation. The ISO assigns a Queue Position to the Interconnection Request, which is used to determine the order of performing the Interconnection Studies and the cost responsibility for the facilities necessary to accommodate the Interconnection Request. After performance of

2003-A, FERC Stats. & Regs. ¶ 31,160, *order on reh'g*, Order No. 2003-B, FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh'g*, Order No. 2003-C, FERC Stats. & Regs. ¶ 31,190 (2005), *aff'd sub nom. Nat'l Ass'n of Regulatory Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007); *see also* Notice Clarifying Compliance Procedures, 106 FERC ¶ 61,009 (2004) (“Order No. 2003”). *See also* New England Power Pool (Standardizing Generator Interconnection Agreements and Procedures): Order No. 2003 Compliance Filing (Jan. 20, 2004), Docket No. ER04-433-000 (“Order No. 2003 Compliance Filing”). A contemporaneous compliance filing was made by the NEPOOL transmission owners concerning the local facilities subject to their control.

The ISO, PTOs and NEPOOL also made subsequent compliance filings with Order Nos. 2003-A, -B and -C. *See* Order No. 2003-A and-B compliance filing in Docket Nos. RT04-2-010, RT04-2-011, RT04-2-012, ER04-116-010, ER04-116-011, ER04-116-012, ER04-157-012, EL01-39-010, ER04-433-002, ER04-433-004, ER04-432-002, ER04-432-004, and ER04-459-000 (January 28, 2005), accepted in *ISO New England Inc., et al.*, 110 FERC ¶ 61,335 (2005). *See also* Order No. 2003-C compliance filing in Docket No. ER05-1342-000 (August 15, 2005), accepted in a letter order issued November 22, 2005.

The ISO, PTOs and NEPOOL also made subsequent compliance filings with Order No. 2006 and its progeny, namely, Order No. 2006, FERC Stats. & Regs. ¶ 31,180, *order on reh'g*, Order No. 2006-A, FERC Stats. & Regs. ¶ 31,196 (2005), *order granting clarification*, Order No. 2006-B, FERC Stats. & Regs. ¶ 31,221 (2006), *appeal pending sub nom. Consolidated Edison Co. of New York, Inc., et al. v. FERC*, Docket No. 06-1018, et al; *Interconnection for Wind Energy*, Order No. 661, FERC Stats. & Regs. ¶ 31,186, *order on reh'g*, Order No. 661-A, FERC Stats. & Regs. ¶ 31,198 (2005).

The ISO, PTOs and NEPOOL initially filed Schedule 23 of the ISO OATT in response to the Commission's Order No. 2006 and Order No. 2006-A on November 10, 2005 and February 15, 2006, in Docket No. ER06-191-000. On April 14, 2006, the Commission issued an Order accepting in part and rejecting in part certain proposed variations to the Commission's pro forma SGIP and SGIA. *See ISO New England Inc.*, 115 FERC ¶ 61,050 (2006). On May 15, 2006, as amended on June 1, 2006, and supplemented on October 23, 2006, those filing parties submitted a subsequent filing in compliance with the Commission's April 14 Order, in Docket No. ER06-191, which was accepted by the Commission in a letter order issued on April 13, 2007. These parties (and Maine Electric Power Co.) made an Order No. 2006-B compliance filing in ER07-87, which was accepted in part and rejected in part in *ISO New England Inc.*, 119 FERC ¶ 61,293 (2007). A subsequent compliance filing in Docket No. ER07-87 was made on July 23, 2007, which was accepted by letter order issued December 3, 2007.

Interconnection Studies, the interconnection process culminates with a *pro forma* Interconnection Agreement.

C. Interconnection of Elective Transmission Upgrades in New England

The ISO OATT currently contains provisions that provide for study, regional review and ISO approval of new transmission lines that are participant/voluntarily-funded – *i.e.*, ETUs.³³ Specifically, pursuant to Section II.47.5 of the ISO OATT, any entity may undertake the design, construction and interconnection of an ETU, upon submission to the ISO of an application. If required by the ISO, the applicant enters into a System Impact Study Agreement with the ISO and, if deemed necessary by the ISO, one or more affected PTOs to determine the effects, if any, of the upgrade on the system. Following completion of the System Impact Study, the process provides for the ETU applicant to submit its proposal for review pursuant to Section I.3.9 of the ISO Tariff. If that review identifies no significant adverse effect upon the reliability or operating characteristics of the facilities of one or more Transmission Owners, or the system of a Market Participant, the ETU applicant enters into an interconnection agreement with the affected Transmission Owners. Neither the TOA nor the ISO OATT provide for the ISO to be a party to said agreements. The construction of ETUs may also entitle the owners of the upgrade to Qualified Upgrade Awards (*i.e.*, Incremental Auction Revenue Rights) under Section III.C.8 of the Tariff.

Under Section II.47.5, the applicant is responsible for obtaining all necessary legal rights and approvals for the construction and maintenance of the upgrade, and must cooperate with affected Transmission Owners in obtaining all necessary legal rights and approvals for the construction and maintenance of additions or modifications, if any, required in conjunction with the upgrade. Upon completing the requirements for ETUs set out in Section II.47.5, the transmission addition may be constructed. The ISO OATT and the TOA provide for the ETU applicant to be responsible for 100% of all of the costs of said upgrade and of any additions to or modifications of the PTF and Non-PTF that are required to accommodate the Elective Transmission Upgrade.

D. Deficiencies in the Existing ETU Interconnection Process

As briefly mentioned above, the motivation for the ETU Rule Changes is to address deficiencies in the existing ETU interconnection process that introduce additional difficulties for the ISO and ETU developers to advance the System Impact Studies and, ultimately, the interconnection of ETUs and create significant uncertainties for ETU developers.³⁴

³³ See Rourke Testimony at pp 4-6 (describing the current ETU interconnection process).

³⁴ See *id.* at pp 6-8 (describing the deficiencies with the current ETU interconnection process).

The current ETU interconnection process is deficient in that it lacks specifics and is disciplined in comparison to other ISO OATT processes (*e.g.*, the generator interconnection processes). Section II.47.5 of the ISO OATT only sets forth the very limited requirements described above for ETU applicants to complete in order to interconnect an ETU, which are much less rigorous than the requirements established in the Generating Facility Interconnection Procedures. Moreover, Section II.47.5 does not specify any timelines or other process expectations for the completion of these limited requirements. This lack of specificity and discipline ultimately harms the ability of ETU applicants to move forward with their self-funded transmission projects as their ETUs are displaced in the Queue by generator projects, which must meet certain process timing milestones.

While Generating Facilities are able to establish a meaningful Queue Position with a valid Interconnection Request – albeit, pursuant to much more rigorous requirements than ETUs – and must be respected by all requests that are subsequently submitted, the same is not true for ETUs. Indeed, Section II.47.5 provides that:

The completion of a System Impact Study for an Elective Transmission Upgrade and the construction of an Elective Transmission Upgrade **shall not delay the completion** of a System Impact Study or Facilities Study for a Generator Owner applying to interconnect under the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard and shall not delay the construction of upgrades for a generating unit interconnecting under these interconnection standards.³⁵

This restriction, together with the lack of a robust, disciplined process, render the Queue Positions assigned to ETU applicants essentially meaningless. ETUs' System Impact Studies must be trued-up constantly to account for any relevant proposed new Generating Facilities, even those that apply for interconnection after the ETU's application. In the meantime, the Generating Facilities' Interconnection Studies are moving forward in accordance with the SGIP and the LGIP.

Thus, completion of an ETU study depends on the luck of not having a Generating Facility Interconnection Request submitted for a long enough period that the study can be finalized. The absence of specific timelines, milestones and other process expectations add unnecessary complexities from a process management standpoint, rendering it difficult for the ISO and ETU applicants to progress on studies and interconnection of these projects, creating uncertainties for the ETU applicant.

Finally, while Section II.47.5 affords an ETU the right to connect to the system, ETUs do not receive an interconnection service and their treatment in the market is not specified.

³⁵ Tariff, § II.47.5.

V. DESCRIPTION OF AND JUSTIFICATION FOR THE ETU RULE CHANGES

The ETU Rule Changes address the global treatment of ETUs in the Tariff and in doing so they fix the shortcomings of the existing interconnection process. As reflected primarily in Sections II and III of the Tariff, the ETU Rule Changes:

- Create new ISO OATT Schedule 25 for the interconnections of ETUs;
- For Internal ETUs, establish a structure by which Internal ETUs may become associated with Generating Facilities to help the Generating Facility qualify for the FCM;
- For External ETUs, incorporate External ETUs in the existing FCM construct and allow for the bundling of an External ETU and an Import Capacity Resource to participate in the capacity market, and include a mechanism to allocate CNIIS to the External ETU when the Import Capacity Resource acquires a Capacity Supply Obligation, in a manner comparable to new internal Generating Facilities;
- Provide for the allocation of capacity interconnection service through the FCM where the CNIIS is preserved for the ETU developer, meaning External ETU will not be used for tie benefits; and,
- Model ETUs for FCM purposes to promote resource participation in the FCM and create comparable performance obligations to other FCM resources with capacity obligations.

These features, as well as the conforming changes made throughout the Tariff and in the TOA to support the treatment of ETUs, are discussed in detail, below.

A. Improvements to the ETU Interconnection Process – OATT Schedule 25

The ETU Rule Changes improve the current ETU interconnection process by adding a new ISO OATT Schedule 25, containing ETU Interconnection Procedures and ETU Interconnection Agreement that are based on the Commission-approved *pro forma* LGIP/LGIA in Schedule 22 of the ISO OATT.³⁶ While Schedule 25 mostly resembles the LGIP/LGIA, some of the provisions deviate as they are being applied to the interconnection of transmission facilities (as opposed to a Generating Facility), and to incorporate the External ETU-specific interconnection services. This section describes the structure of Schedule 25, highlighting the extent to which it differs from Schedule 22.

³⁶ See Rourke Testimony at pp 9-21 (describing the new ETU interconnection process).

1. ETU Interconnection Process Applicability

The ETU Interconnection Procedures will apply to Interconnection Requests for the interconnection of all forms of participant funded transmission facilities to the Administered Transmission System, and establish clear rights and obligations available for each type of ETU.³⁷ As proposed, Section 3.1 of the ETU Interconnection Procedures accounts for the diversity in ETU types by accommodating Interconnection Requests in the form of a specific, well-defined ETU,³⁸ and requests in the form of a specific objective in relation to a Generating Facility.³⁹ Consistent with this design, the Interconnection Request Form included in Appendix 1 of the ETU Interconnection Procedures is a modified version of the Schedule 22 Interconnection Request Form for applicability to various forms of ETUs.

The ETU Rule Changes also incorporate a revised definition of ETU that clarifies that an ETU applies to new, as well as modifications to existing transmission facilities, and uses the terms for the PTF, MTF and OTF categories of transmission facilities in the ISO OATT instead of the more generic, broader term, “transmission facilities.” The revised definition, incorporated in Section 1 of the ETU Interconnection Procedures and Article 1 of the ETU Interconnection Agreements, reads as follows:

Elective Transmission Upgrade (“ETU”) shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which the Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade.

Because ETUs do not arise from, nor are they developed pursuant to, the Generating Facility Interconnection Procedures or the Regional System Planning Process, the definition maintains the existing language that “An Elective Transmission Upgrade is not a Generator Interconnection

³⁷ See *id.* at pp 11-16.

³⁸ An example would be a proposal for an External ETU HVDC merchant transmission project that will originate at a Point of Interconnection in Quebec and terminate at a Point of Interconnection in the New England Control Area. See *e.g.*, *NU/NSTAR*, 127 FERC ¶ 61,179; *Champlain Hudson Power Express, Inc.*, 132 FERC ¶ 61,006 (2010).

³⁹ An example would be a proposal for an internal transmission facility to increase the transfer capability of Orrington-South interface in Maine by a specific amount, which, in turn, could be linked to Generating Facilities to facilitate their qualification for FCM. Another example would be an internal transmission facility seeking to mitigate a Generating Facility’s curtailment risk.

Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.”⁴⁰

As briefly mentioned in Section IV above, the ETU Rule Changes do not alter the existing Tariff structure. From a transmission service, operations and scheduling standpoint, the treatment of all transmission facilities, including ETUs, remains the same as it is today. Accordingly, the ETU Rule Changes provide in Section 2.5 of the ETU Interconnection Procedures for ETUs to be treated in the same manner as similarly-situated transmission facilities today, and require that they fit within one of the existing categories of transmission facilities in the Tariff.⁴¹ No physical transmission priority rights will be recognized for any PTF or any internal transmission facilities, whether or not it is categorized as something other than PTF.⁴² This is important to maintain the structure that is in place today with respect to transmission, operations and scheduling of all internal transmission facilities and resources.⁴³

Indeed, to align ETUs with the existing Tariff framework, the ETU Rule Changes also provide for all proposed ETUs to be categorized as either an Internal ETU or an External ETU. Internal ETUs refer to transmission facilities that interconnect to the Administered Transmission System solely within the New England Control Area.⁴⁴ External ETUs are transmission facilities that interconnect the Administered Transmission System within the New England Control Area with another Control Area.⁴⁵ This distinction is important, because, as further described below, the type of ETU determines the services the ETU Interconnection Customer may request and the treatment of the ETU in the market.

2. ETU Interconnection Request

The ETU Interconnection Procedures reflect the same interconnection process as the LGIP, starting with the submission of an Interconnection Request, followed by Scoping Meeting and the required Interconnection Studies, and culminating with an Interconnection Agreement.⁴⁶

⁴⁰ See ISO OATT, ETU IP at § 1.

⁴¹ See *id* at § 2.5. See also Rourke Testimony at pp 14-16.

⁴² See ISO OATT, ETU IP at § 2.5.

⁴³ See *National Grid/BHE*, 139 FERC at PP 13-15, 33.

⁴⁴ For example, a participant funded transmission facility proposed to interconnect one point of the PTF to another point of the PTF that is located within the New England Control Area.

⁴⁵ For example, a participant funded transmission facility that interconnects the Administered Transmission System within the New England Control Area with the Hydro-Quebec TransEnergie system.

⁴⁶ See Rourke Testimony at pp 16-18.

Any entity – the “ETU Interconnection Customer” – may initiate the ETU interconnection process at any time by submitting a valid ETU Interconnection Request under Section 3.1 of the ETU Interconnection Procedures. The ETU Rule Changes incorporate in Sections 3.1 and 3.3 of the ETU Interconnection Procedures the same requirements set out in the LGIP for establishing a valid Interconnection Request. Specifically, to establish a valid ETU Interconnection Request, the ETU Interconnection Customer must submit a completed ETU Interconnection Request Form together with all required technical data, an initial deposit, and Site Control or additional deposit in lieu of Site Control.

In general, the timelines, milestones and deposit structure in the ETU Interconnection Procedures are comparable to that in the LGIP. Section 3.3 requires all ETU Interconnection Requests to be accompanied by an initial deposit of \$50,000. This is the same deposit required in the LGIP, and it will be applied in the same manner.⁴⁷ More specifically, the initial deposit will be applied toward the costs incurred in reviewing the ETU Interconnection Request, Feasibility Study and/or System Impact Study, in the event the ETU Interconnection Customer waives the Feasibility Study, including the development of the study agreements, and the development of the ETU Interconnection Agreement. As is the case in the LGIP, any unspent portion of the initial deposit of \$50,000 will be refunded if the ETU Interconnection Customer withdraws the Interconnection Request within ten Business Days of the Scoping Meeting, or if the ETU Interconnection Customer executes an ETU Interconnection Agreement.⁴⁸ Otherwise, consistent with the LGIP, the unused balance will become non-refundable and will be applied on a *pro rata* basis to offset the costs incurred by Interconnection Customers with later Queue Positions that are subject to re-study as a result of earlier queue project withdrawals.⁴⁹

Similar to the LGIP, Section 3.3 of the ETU Interconnection Procedures also require Site Control or, as applicable, an additional \$10,000 deposit in lieu of Site Control unless the ETU Interconnection Request is for CNIIS, in which case, Site Control is always required.⁵⁰ Site Control is required as a further indication of a serious project that is likely to complete the interconnection process and go into service. The Site Control definition is based on the existing definition in the LGIP, with certain revisions.⁵¹ The Site Control definition has been revised so that the Site Control relates to the location of the ETU’s terminals (such as, HVDC converter

⁴⁷ See FCM/Queue Amendments, Filing Letter at 40-41 (explaining increase in initial Interconnection Request deposit to ensure project viability in effort to address queue management concerns).

⁴⁸ See *id.*

⁴⁹ See *id.*

⁵⁰ See *id.* at 49. See also, ISO OATT, LGIP at § 3.3.1.

⁵¹ See ISO OATT, LGIP at § 1.

equipment in the case of a HVDC facility) in the New England Control Area.⁵² The ETU Interconnection Customer is not required to demonstrate Site Control for the entire route or path of the ETU line at the time of the Interconnection Request. The definition was also revised to include easements, options to acquire easements, or license as indicia of Site Control.⁵³ Consistent with the LGIP, Section 3.3 also provides for a \$10,000 deposit to be submitted in lieu of Site Control for non-CNIIS Interconnection Requests,⁵⁴ and specifies two limited exemptions to the Site Control requirement – where the Interconnection Request relates to a modification to an existing transmission facility and the modification proposed does not require additional real property, and where the Interconnection Request is for the modification of an existing PTF that is not owned by the Interconnection Customer (*e.g.*, an ETU Interconnection Request for reconductoring existing PTF).⁵⁵ These exceptions are comparable to the treatment of internal generators.

Section 3.3 extends an additional requirement for certain ETUs. Specifically, to enhance the likelihood of real projects in the ISO Queue, Section 3.3 requires ETU Interconnection Customers proposing an External ETU to provide evidence to the ISO that it has submitted a

⁵² See ISO OATT, ETU IP, defining Site Control as:

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property where the Elective Transmission Upgrade's terminal locations will be located at the Point of Interconnection within the New England Control Area.

⁵³ As these concepts may work equally well with ETUs and generators, the ETU Rule Changes also modify the Site Control definition in Schedules 22 and 23 to include easements or license as evidence of Site Control. See ISO OATT, LGIP at § 1; ISO OATT, SGIP at § 1.4.

⁵⁴ See ISO OATT, ETU IP at § 3.3. See also ISO OATT, LGIP at § 3.3.

⁵⁵ See *id.*

valid request with the other Control Area to which it seeks to interconnect.⁵⁶ This requirement also facilitates the coordination between the ISO and the other Control Area so that the ETU can be studied in a proper and coordinated manner.

With a valid ETU Interconnection Request in place, Section 4.1 of the ETU Interconnection Procedures provides for the ISO to assign the ETU Interconnection Request a meaningful Queue Position in the Queue, which will give the ETU Interconnection Request the same status as other Interconnection Requests submitted to the ISO, ending the constant Queue Position “free-fall.”⁵⁷ The Queue Position will be based on the Commission’s long-standing first-come, first-served approach, and will determine the order of performing the applicable Interconnection Studies and cost responsibilities for the facilities necessary to accommodate the Interconnection Request.⁵⁸ To maintain the assigned Queue Position, ETU Interconnection Customers will need to actively pursue the process and complete all applicable milestones.

In accordance with Section 4.4 of the ETU Interconnection Procedures, ETU Interconnection Requests will also be subject to Material Modification review in the same manner as Interconnection Requests for Generating Facilities. Following the structure in the LGIP, the ETU Interconnection Procedures clearly define Material Modification and specify when changes to an Interconnection Request or to an existing transmission facility will automatically require a new Interconnection Request and which changes will warrant a materiality assessment.⁵⁹ Any request to increase the capability of an ETU, for example, will automatically require a new Interconnection Request. The level of detail provided in the Material Modification provisions is comparable to that included in the LGIP.⁶⁰ This not only facilitates the ETU Interconnection Customer’s decision-making, but also aids the ISO’s administration of the process.

3. ETU Interconnection Studies

The ETU Rule Changes incorporate in Sections 6 to 8 of the ETU Interconnection Procedures the same three-phase Interconnection Study construct established in the LGIP – *i.e.*, a Feasibility Study, a System Impact Study, and a Facilities Study – with comparable level of deposit and technical data requirements, including the requirement of fully-functioning non-proprietary models to facilitate the conduct of the studies.⁶¹ The ETU Interconnection

⁵⁶ See ISO OATT, ETU IP at § 3.3.1.

⁵⁷ See Rourke Testimony at pp 18-19.

⁵⁸ See *id.* at § 4.1.

⁵⁹ See *id.* at § 4.4.

⁶⁰ See ISO OATT, LGIP at § 4.4.

⁶¹ See ISO OATT, ETU IP at §§ 6, 7 and 8. See also Rourke Testimony at pp 19-20.

Procedures also offer ETU Interconnection Customers the same options available in the LGIP. ETU Interconnection Customers will have the option to streamline the Interconnection Studies' phase by opting to complete the Feasibility Study as part of the System Impact Study,⁶² and to expedite the interconnection process by waiving the Facilities Study in favor of an Engineering and Procurement Agreement with the Interconnecting Transmission Owner and proceeding directly to the development of the ETU Interconnection Agreement.⁶³ Appendices 2-5 of the ETU Interconnection Procedures adopts the standardized study agreements contained in Appendix 2-5 of Schedule 22, with certain revisions to account for the interconnection of transmission facilities. The study agreements have also been revised to accommodate the instances in which more than one Interconnecting Transmission Owner may be involved in light of the type of ETU (*e.g.*, Internal ETUs).

ETU Interconnection Studies will be performed in a manner similar to Interconnection Studies for Generating Facilities seeking CNRIS (for capacity and energy) and NRIS (for energy-only) for ETU Interconnection Request of Internal ETUs seeking to support a Generating Facility's qualification for the FCM, and for External ETUs eligible to request CNIIS and NIIS. As proposed in Section 3.2 of the ETU Interconnection Procedures the Interconnection Studies will assure the ETU's interconnection to the Administered Transmission System consistent with the objectives specified in the ETU Interconnection Request and in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Elective Transmission Upgrade.⁶⁴ External ETUs seeking CNIIS will also be eligible to request preliminary overlapping impacts analysis to be performed as part of the Feasibility and/or System Impact Study, similar to Generating Facilities seeking CNRIS.

4. ETU Interconnection Agreement

As briefly mentioned earlier, the current ETU interconnection process provides for an entity proposing an ETU to enter into support agreements with the interconnecting and affected transmission owners, but not the ISO. Under the proposed revisions, the ETU interconnection process, like the LGIP, will now culminate with a three-party standardized Interconnection Agreement among the ETU Interconnection Customer, the Interconnecting Transmission Owner and the ISO, as the System Operator.⁶⁵ Section 11 of the ETU Interconnection Procedures adopts the same process provided in the LGIP for the development, negotiation and execution of

⁶² *See id.* at § 6.1.

⁶³ *See id.* at § 8.1.

⁶⁴ *See Rourke Testimony* at pp 19-20.

⁶⁵ *See id.* at pp 20-21.

the ETU Interconnection Agreement, and delineates the same filing rights as between the ISO and the Interconnecting Transmission Owner.⁶⁶

Paralleling the *pro forma* LGIA in Schedule 22, the ETU Interconnection Agreement, among other things, will describe the ETU, set forth the terms and conditions for the interconnection of the ETU to the Administered Transmission System, including the system upgrades that must be constructed at the ETU Interconnection Customer's expense, and establish the milestones that must be achieved by the Interconnection Customer and the Interconnecting Transmission Owner to build, interconnect and place the ETU into the commercial operation.⁶⁷ While the ETU Interconnection Agreement is based on the Schedule 22 LGIA, it contains some modifications, given its application to the interconnection of a transmission facility instead of a generator.⁶⁸ The changes are intended to accommodate for technical and operational differences.⁶⁹

Finally, the ETU Interconnection Procedures provide in Section 11.5 for all ETUs to be under the operational control of the ISO pursuant to a Transmission Operating Agreement and to have a rate scheduled in place for service over the facility prior to achieving commercial status.

B. Rights of ETUs and Their Treatment in the Market

In addition to establishing an improved interconnection process for ETUs, the ETU Rule Changes provide for all ETUs to receive Interconnection Service upon completing the interconnection process described above and achieving commercial status.⁷⁰ The ETU Rule Changes define ETU Interconnection Service as the right to interconnect a transmission facility to the Administered Transmission System.⁷¹ In addition, for Internal ETUs, the ETU Rule Changes incorporate the mechanisms necessary to recognize the association of an Internal ETU with specific Generating Facilities to facilitate the latter's participation in the capacity market

⁶⁶ The conforming revisions to the TOA are discussed in Section V.F, below.

⁶⁷ See ISO OATT, ETU IP at Appendix 6.

⁶⁸ See, e.g., *id.* at 1 (revising Initial Synchronization and Trial Operation Date so that they align with transmission facilities, which are not synchronized to the system as Generating Facilities); see also ISO OATT, ETU IA at Article 4.5 (removing "Network Resource" terminology because ETUs are not Network Resources).

⁶⁹ See, e.g., ISO OATT, ETU IA at Articles 5.4 (recognizing "other frequency damping control equipment" that may be installed on the ETU); *id.* at Article 9 (accommodating for differences in reactive capability based on ETU type).

⁷⁰ See ISO OATT, ETU IP at § 3.2. See Rourke Testimony at pp 21-22.

⁷¹ See *id.*

and the realization of CNRIS.⁷² For controllable MTF/OTF External ETUs, the ETU Rule Changes create two new forms of External ETU-specific Interconnection Services – Capacity Network Import Interconnection Service and Network Import Interconnection Service –for the interconnection of these facilities in a manner comparable to Generating Facilities.⁷³ To that end, the ETU Rule Changes incorporate controllable MTF/OTF External ETUs into the existing FCM Import Capacity Resource design and allow for the bundling of an Import Capacity Resource and an ETU to participate in the capacity market.

Because the design basis for these features is the Interconnection Services for Generating Facilities – *i.e.*, Capacity Network Resource Interconnection Service and Network Resource Interconnection Service – this section first provides a brief overview of these interconnection services, and then describes the ETU Rule Changes that incorporate the new External ETU-specific features in the Tariff.

1. Overview of Generator-Specific CNRIS and NRIS

As briefly described in Section IV.B above, in New England, Generating Facility Interconnection Customers have the option of two levels of Interconnection Service – CNRIS and NRIS – reflecting the Interconnection Customer’s desired market participation.⁷⁴ CNRIS is available for Interconnection Customers seeking to interconnect their Generating Facilities as capacity resources in accordance with the Capacity Capability (“CC”) Interconnection Standard⁷⁵ up to the generating facilities’ CNR Capability, which, in turn, is based on the Generating Facilities’ Capacity Supply Obligation obtained in the FCM. NRIS is available to Interconnection Customers that choose not to become capacity resources. This service allows Interconnection Customers’ Generating Facilities to interconnect in accordance with the Network Capability (“NC”) Interconnection Standard.⁷⁶ NRIS allows Interconnection Customers’ Generating Facilities to interconnect to the Administered Transmission System and participate in the New England wholesale power markets as “energy-only” resources up to their NR Capability, which is equal to or greater than the CNR Capability.

To obtain either CNRIS or NRIS, Interconnection Customers must complete the interconnection process, including participating in a Scoping Meeting, completing the

⁷² See *id.* at pp 33-37.

⁷³ See *id.* at pp 23-29.

⁷⁴ See ISO OATT, LGIP at §3.2. See also FCM/Queue Amendments Order, 126 FERC at 13-39.

⁷⁵ See Rourke Testimony at pp 23-25 (describing the CC Interconnection Standard). See also FCM/Queue Amendments, Filing Letter at 26-28.

⁷⁶ See Rourke Testimony at pp 23-25 (describing the NC Interconnection Standard). See also FCM/Queue Amendments, Filing Letter at 29-30.

Interconnection Studies, entering into an Interconnection Agreement, and achieving commercial operation.⁷⁷ The Interconnection Customer achieves NRIS upon completing the interconnection process and achieving commercial operation.⁷⁸ In New England, the allocation of capacity interconnection service, however, is based on the results of the FCM. To achieve CNR status, the Interconnection Customer's Generating Facility must obtain a Capacity Supply Obligation in the FCM, in addition to completing all of the milestones associated with NRIS.⁷⁹ To that end, the Generating Facility Interconnection Procedures require Interconnection Customers seeking CNRIS to complete FCM-related milestones under Section III.13 of the Tariff – the FCM Rules – which include:

- Submit a New Capacity Show of Interest Form for participation in the Forward Capacity Auction for the Capacity Commitment Period that corresponds to the proposed Generating Facility's Commercial Operation Date; the Show of Interest Form must be associated with a valid Interconnection Request in the Queue;
- Participate in the CNR Group Study⁸⁰ for that Forward Capacity Auction;
- Comply with FCM rule requirements, including qualifying, posting financial assurance, participating in the auction, and receiving a Capacity Supply Obligation through the FCM; and,
- Participate in a re-study of the CNR Group Study or, as needed, the applicable Interconnection Study to determine cost responsibility for upgrades based on the results of the FCM.⁸¹

While all Interconnection Requests for CNRIS are assigned a Queue Position and proceed through the interconnection study process based on the traditional first-come, first-served approach, the allocation of capacity interconnection service (and the associated upgrade

⁷⁷ See ISO OATT, LGIP at § 3.2.

⁷⁸ See *id.* at § 3.2.2.

⁷⁹ See *id.* at § 3.2.1.

⁸⁰ The CNR Group Study refers to the analysis performed during the FCM qualification process, in accordance with Section III.13.1.1.2.3 of Market Rule 1, to determine the interconnection requirements, including overlapping interconnection impacts analysis.

⁸¹ The re-study of the CNR Group Study and, potentially, Interconnection Studies is necessary for the ISO to determine costs and upgrade responsibilities of the Interconnection Customer based on its Queue Position relative to the other resources that obtained a Capacity Supply Obligation through the same mechanism.

and costs responsibilities) is based on a “first-cleared, first-served” approach.⁸² This is achieved through the Queue Position rules in Schedules 22 and 23, which provide for only a subset of CNRIS Interconnection Requests to be included in the CNR Group Study.⁸³ Specifically, the CNR Group Study includes the CNRIS Interconnection Requests in accordance with their assigned Queue Position relative to the other CNRIS requests that have submitted a Show of Interest Form seeking to qualify for the *same* FCA under Section III.13.1 of the Tariff. In sum, in New England, Interconnection Customers are assigned CNRIS upon becoming an Existing Generating Capacity Resource in accordance with the FCM Rules, for an amount equal to the Capacity Supply Obligation obtained – *i.e.*, its CNR Capability.

2. Revisions to Recognize an Internal ETU’s Association with Specific Generating Facilities in the FCM

As briefly described above, the ETU Rule Changes establish mechanisms that enable ETUs’ association with resources seeking to participate in the FCM. One of the newly added constructs allows for Internal ETUs to be directly associated with specific Generating Facilities seeking CNRIS, in order to increase the ability of those Generating Facilities to meet the CC Interconnection Standard and thereby qualify to participate in the FCM in an effort to achieve capacity resource status.⁸⁴ This construct is possible under the ETU Rule Changes now that ETU Interconnection Requests will be able to establish a meaningful Queue Position under the ETU Interconnection Procedures. The ETU Rule Changes incorporate the provisions necessary to recognize an Internal ETU’s relationship to a specific Generating Facility in the Schedule 25 ETU Interconnection Procedures, the Generating Facility Interconnection Procedures, and the FCM qualification rules in Section III.13 of Market Rule 1.

The ETU Rule Changes incorporate Internal ETUs in the FCM in a similar manner to transmission upgrades associated with a new Generating Facility qualifying for FCM today.⁸⁵ For an Internal ETU to be associated with a Generating Facility seeking CNRIS, the Generating Facility must identify the Internal ETU (and its Queue Position) in the New Capacity Show of Interest Form.⁸⁶ This requirement is reflected in the revised Market Rule 1, Section III.13.1.1.2.1, as follows:

⁸² See FCM/Queue Amendments, Filing Letter at 29-32 (explaining the “first-cleared, first-served” construct).

⁸³ See ISO OATT, LGIP at § 4; see ISO OATT, SGIP at § 1.5.

⁸⁴ See Rourke Testimony at pp 34-37. As noted previously, under this construct, the Internal ETU does not receive a specific capacity or energy interconnection service, as those services are assigned to the internal Generating Facility in accordance with Schedules 22 and 23 of the ISO OATT.

⁸⁵ See *id.* at pp 34-35.

⁸⁶ See Karl Testimony at pp 20-22.

In the case of a resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource that is supported by an Internal Elective Transmission Upgrade, all Queue Positions associated with the project must be submitted in the New Capacity Show of Interest Form.

The identification of the Internal ETU in the Generating Facility's Show of Interest Form will provide for the Generating Facility to be studied with the Internal ETU in the CNR Group Study and thereby increase the likelihood of the Generating Facility qualifying to participate in a Forward Capacity Auction.⁸⁷

The relevant order in which the Generating Facility and its associated Internal ETU will be included in the CNR Group Study to assess the Generating Facility's qualification in the FCM will be dictated by the Queue Position rules.⁸⁸ As the revised Queue Position rules apply equally to Generating Facilities and ETUs, and to ensure consistency, the ETU Rule Changes revise the Queue Position rules in the Generating Facility Interconnection Procedures, and incorporate the same rules in the ETU Interconnection Procedures.⁸⁹ The revised Queue Position rules provide that when the Generating Facility and the associated Internal ETU are at different Queue Positions, the Generating Facility and the associated Internal ETU will be included in the CNR Group Study at the *lower* of the Generating Facility's or the associated Internal ETU's Queue Position.⁹⁰ The ETU Rule Changes add this concept in each of the interconnection procedures as follows:

where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position.⁹¹

⁸⁷ See Rourke Testimony at pp 34-35.

⁸⁸ See *id.* at pp 35-36.

⁸⁹ See ISO OATT, ETU IP at § 4.1; ISO OATT, LGIP at § 4.1, ISO OATT, SGIP at § 1.5.

⁹⁰ *Id.*

⁹¹ *Id.*

The ETU Rule Changes do not preclude the association of multiple Internal ETUs and multiple Generating Facilities.⁹² Because it is possible that an Internal ETU may support more than one Generating Facility seeking CNRIS, the ETU Rule Changes also revise the Queue Position rules to address the circumstances in which the Internal ETU's Queue Position is lower than that of the associated Generating Facilities, as the existing construct cannot support the consideration of the multiple Generating Facilities at the Internal ETU's lower Queue Position.⁹³ To address this possibility, the revised Queue Position rules provide that:

Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Groups Study.⁹⁴

This results in the allocation of any qualification benefit created by the Internal ETU to the proposed Generating Facility in the Queue Position order of the Generating Facilities in the CNR Group Study.⁹⁵

Consistent with the CNRIS milestones described above, if a Generating Facility associated with an Internal ETU qualifies and obtains a CSO, the need for the Internal ETU to support the Generating Facility will be confirmed in the post-FCA restudy. If the Internal ETU is needed, it will be automatically included in the FCM Network Model for subsequent FCAs in accordance with Section III.12.6 of Market Rule 1.⁹⁶ The conforming revisions necessary to include Internal ETUs in the Network Model for FCM studies are described in Section IV.D, below.

3. Revisions to Incorporate the External ETU-Specific Interconnection Services – CNIIS and NIIS

Because of its technical and operational features, a controllable transmission facility that sources energy in another Control Area and sinks in New England appears – for purposes of the markets, scheduling, and dispatch – as an energy source at its point of termination in the New

⁹² See Rourke Testimony at pp 35-36.

⁹³ *Id.*

⁹⁴ ISO OATT, ETU IP at § 4.1; ISO OATT, LGIP at § 4.1, ISO OATT, SGIP at § 1.5.

⁹⁵ See Rourke Testimony at p 36.

⁹⁶ See *id.* at pp 38-40.

England Control Area.⁹⁷ Put another way, the controllable transmission facility, when combined with an import contract, appears like a generator lead in the New England system, thereby allowing for these facilities to be treated in a manner similar to internal Generating Facilities.⁹⁸ Accordingly, the ETU Rule Changes introduce in the ETU Interconnection Procedures two new forms of External ETU-specific interconnection service – CNIIS and NIIS.⁹⁹ Under the ETU Interconnection Procedures, all new controllable MTF/OTF External ETUs will be required to request either CNIIS or NIIS in the ETU Interconnection Request so that that can be interconnected to the Administered Transmission System in a manner comparable to Generating Facilities.¹⁰⁰

The description of CNIIS and NIIS and their respective milestones are set forth in Section 3.2 of the ETU Interconnection Procedures.¹⁰¹ Section 3.2 requires all controllable MTF/OTF External ETUs to select CNIIS or NIIS in the ETU Interconnection Request. CNIIS and NIIS are comparable to CNRIS and NRIS, respectively. Specifically, as set forth in Section 3.2.1, CNIIS allows for a controllable MTF/ OTF External ETU to interconnect under the same CC

⁹⁷ See ISO OATT, ETU IP at § 3.2, describing the operational/technical features of a controllable MTF or OTF External ETU as:

An External ETU Merchant Transmission Facility or Other Transmission Facility is a controllable facility if it employs technology that, in the judgment of the System Operator, enables full control over the direction and amount of power flow on the Elective Transmission Upgrade without adjusting the dispatch of resources within or outside of the New England Control Area, and can be scheduled, curtailed and operated independently from any other interface that interconnects the New England Control Area with another Control Area.

⁹⁸ See Rourke Testimony at pp 22-23.

⁹⁹ The existing Tariff structure can support the recognition of priority rights for the use of a controllable External ETU that falls under the MTF or OTF OATT categories, such that CNIIS and NIIS can be assigned to the ETU Interconnection Customer. The ETU Rule Changes do not extend CNIIS or NIIS to Internal ETUs, because, as described in Section V.B.1 above, the Interconnection Services for capacity and energy are allocated to Generating Facility in accordance with Schedules 22 and 23 of the OATT. Moreover, the recognition of physical priority rights for the use of an internal transmission facility is not compatible with the existing Tariff structure. CNIIS or NIIS also is not available for External ETUs that are PTF or not controllable, because the private and public interconnection rights cannot be distinguished from each other given the existing treatment of PTF. Finally, the mechanism by which an External ETU may facilitate capacity export supported by a Capacity Network Resource (*i.e.*, an internal Generating Facility with CNRIS) from the New England Control Area to another Control Area is already established in the existing FCM rules. See Market Rule 1 at § III.1313.6.3.

¹⁰⁰ See ISO OATT, ETU IP at § 3.2.

¹⁰¹ See also Rourke Testimony at pp 23-29.

Interconnection Standard applicable to internal Generating Facilities seeking CNRIS to deliver capacity and energy. Like NRIS, under Section 3.2.2, NIIS allows for a controllable MTF/ OTF External ETU's interconnection under the same NC Interconnection Standard applicable to Generating Facilities for purposes of delivering energy.

The CNIIS and NIIS structure established in the ETU Interconnection Procedures follows the same construct for CNRIS and NRIS, respectively. To achieve either CNIIS or NIIS, an ETU Interconnection Customer must complete the ETU interconnection process, including participating in a Scoping Meeting, completing the Interconnection Studies, entering into an Interconnection Agreement and achieving commercial operation.¹⁰² Under Section 3.2.2, an External ETU will be able to receive NIIS upon completing the interconnection process and achieving commercial operation. Similar to CNRIS, the allocation of capacity interconnection service – *i.e.*, CNIIS – to a controllable MTF/OTF External ETU is based on the results of the FCM. Accordingly, Section 3.2.1 of the ETU Interconnection Procedures requires the ETU Interconnection Customer to complete the interconnection process and the FCM-specific milestones (through its associated import contract) and achieve commercial operation to receive CNIIS.

The ETU Rule Changes incorporate in Section 3.2.1.3 of the ETU Interconnection Procedures the same FCM-related milestones applicable to CNRIS. ETUs, however, cannot independently participate in the FCM. Accordingly, the ETU Rule Changes allow for the bundling of an Import Capacity Resource and an External ETU seeking CNIIS to participate in the capacity market.¹⁰³ Under the construct established by the ETU Rule Changes, it is the Import Capacity Resource associated with the External ETU seeking CNIIS that submits a New Capacity Show of Interest Form to participate in the Forward Capacity Auction, qualifies, posts financial assurance, participates in the FCA, and receives a Capacity Supply Obligation through the FCM.¹⁰⁴ CNIIS is assigned to the ETU Interconnection Customer when it is associated with an Import Capacity Resource which clears in the FCM, and the CNIIS will be maintained until the time the External ETU is no longer coupled with an Import Capacity Resource that participates in FCM.¹⁰⁵ The supporting revisions to the FCM Rules to incorporate this construct are described in Section IV.C, below.

¹⁰² See Rourke Testimony at pp 25-27. See also ISO OATT, ETU IP at § 11.5 (requiring ETU be under the operational control of the ISO before it can become commercial).

¹⁰³ See Rourke Testimony at pp 26-28; Karl Testimony at pp 5-8.

¹⁰⁴ See *id.* The ETU Rule Changes do not modify how an Import Capacity Resource participates in a Reconfiguration Auction or bilaterally achieves a CSO; the Import Capacity Resource participation in these FCM mechanisms is the same as today.

¹⁰⁵ See Rourke Testimony at pp 27-28; Karl Testimony at pp 18-19.

Section 4.4 of the ETU Interconnection Procedures will determine the timing and order in which an External ETU's CNIIS Interconnection Request will be included in the CNR Group Study for the initial interconnection analysis, including overlapping impacts assessment, similar to CNRIS Interconnection Requests.¹⁰⁶ In accordance with Section 4.4.1, an External ETU's CNIIS Interconnection Request will be included in the CNR Group Study associated with the Forward Capacity Auction for which its counter-party – the Import Capacity Resource – submitted a Show of Interest Form for purposes of qualifying for participation in a Forward Capacity Auction in relative order to other CNRIS and CNIIS requests seeking to also qualify for that same Forward Capacity Auction. In other words, the External ETU will be evaluated as part of its associated Import Capacity Resource's qualification process.

For comparability, the ETU Rule Changes also extend to External ETUs seeking CNIIS certain treatments that are available to Generating Facilities seeking CNRIS. Specifically, the ETU Rule Changes incorporate External ETUs seeking CNIIS into the existing conditional qualification provisions in the Tariff.¹⁰⁷ Currently, where two distinct Generating Facilities seeking CNR Interconnection Service in separate Queue Positions share the *same* overlapping interconnection impacts, FCM Rules Section III.13.1.1.2.3(f) allows for the Generating Facility with the lower Queue Position (*i.e.*, the “Conditional Qualified New Generating Capacity Resource”) to “conditionally” qualify for the FCA along with the Generating Facility with the higher Queue Position (*i.e.*, the “primary resource”), instead of disqualifying it on the basis of its lower Queue Position.¹⁰⁸ To incorporate External ETUs seeking CNIIS in the conditional qualification provisions, the ETU Rule Changes replace the defined term “Conditional Qualified New Generating Capacity Resource” with “Conditional Qualified Resource” so that it may be equally applied to an Import Capacity Resource associated with an External ETU seeking CNIIS.¹⁰⁹ These revisions will allow a *single* Import Capacity Resource that is part of an External ETU bundle to be conditionally qualified as either the primary or the conditional resource in a Forward Capacity Auction.¹¹⁰ Where multiple Import Capacity Resources are supporting an External ETU's request for CNIIS, however, the Import Capacity Resources will not be eligible for conditional qualification treatment because the conditional qualified construct applies in instances of two mutually exclusive resources – *i.e.*, two different resources at the

¹⁰⁶ See Rourke Testimony at pp 26-28.

¹⁰⁷ See Market Rule 1 at § III.13.1.1.2.3(f). See also Rourke Testimony at pp 29-30; FCM/Queue Amendments Order, 126 FERC at PP 18-39.

¹⁰⁸ See Rourke Testimony at pp 29-30.

¹⁰⁹ See Karl Testimony at p 19. The revisions to the defined term are reflected in Sections I.2.2, III.13.1.1.2.3(f), III.13.1.1.2.8(e), III.13.1.9.1, III.13.2.3.2(f), III.13.2.5.1, III.13.2.7.6, III.13.2.7.7(c), III.13.3.1.2, and III.13.8.2.

¹¹⁰ See Rourke Testimony at pp 29-30.

separate Queue Positions.¹¹¹ Multiple Import Capacity Resources on the *same* External ETU in a single Queue Position would conflict with the existing conditional qualification design.¹¹²

The ETU Rule Changes also adopt in Section 3.2.3.2 of the ETU Interconnection Procedures the Long Lead Time Facility (“Long Lead Facility”) treatment that is currently available to Large Generating Facilities in Schedule 22.¹¹³ An External ETU seeking CNIIS is eligible to request Long Lead Facility treatment if the ETU would not be able to enable the participation of an Import Capacity Resource in an earlier Forward Capacity Auction due to the ETU’s or its associated transmission upgrades long development cycle. The Long Lead Facility option provides such facilities an opportunity to be studied and secure their costs and upgrade responsibilities in the FCM, so that they are not disadvantaged by lower-queued resources that are able to clear in earlier Forward Capacity Auctions due to their short-term development cycles.¹¹⁴ Long Lead Facility treatment provides for a Long Lead Facility (*i.e.*, External ETU seeking CNIIS or Generating Facility seeking CNRIS), after the completion of the Interconnection System Impact Study, to be modeled in the base case for the next CNR Group Study to determine whether the Long Lead Facility would have qualified to participate in the FCA associated with that group study, but for its development cycle or the development of significant transmission upgrades.¹¹⁵ If the Long Lead Facility commits to the completion of the upgrades determined based on the outcome of the CNR Group Study, the Long Lead Facility will be modeled in the base case for the CNR Group Studies that precede the Forward Capacity Auction associated with the Capacity Commitment Period for which the Long Lead Facility is expected to be commercial.¹¹⁶ This means that Interconnection Customers with facilities that are lower in the Queue, but may be participating in earlier CNR Group Studies, will need to account for the Long Lead Facility’s upgrades so that the Long Lead Facility’s upgrades will not be impacted by a resource that is lower in the Queue, but that clears in a Forward Capacity Auction prior to the Long Lead Facility.¹¹⁷ In exchange for this level of certainty, the ETU

¹¹¹ *See id.*

¹¹² *See id.*

¹¹³ *See* Rourke Testimony at pp 30-32. *See also* FCM/Queue Amendments Order, 126 FERC at P 39.

¹¹⁴ *See* Rourke Testimony at pp 31-32.

¹¹⁵ *See id.* The ETU Interconnection Customer’s External ETU does not need to be associated or bundled with an Import Capacity Resource at the time of its Long Lead Facility treatment request; however, the relationship must be in place for the Import Capacity Resource to participate in the Forward Capacity Auction associated with the Capacity Commitment Period by which the External ETU is expected to be commercial.

¹¹⁶ *See id.*

¹¹⁷ *See id.*

Interconnection Customer, however, must meet certain requirements, including providing critical path scheduling and additional deposits, which may be non-refundable under certain circumstances.¹¹⁸

C. Revisions to Incorporate the External ETU-Import Capacity Resource Bundle in the FCM

The current Import Capacity Resource framework in Section III.13.1.3 of Market Rule 1 already provides for the modeling of existing external interfaces and allows for Import Capacity Resources to qualify capacity imports over those interfaces.¹¹⁹ As an External ETU is an external interface, the ETU Rule Changes rely on the existing construct, in combination with the transmission certification process in Section III.12 of Market Rule 1, to incorporate External ETUs seeking CNIIS in the FCM.¹²⁰ The ETU Rule Changes also revise Section III.13.1.3 to allow for the bundling of an External ETU seeking CNIIS and an Import Capacity Resource to participate in the capacity market.¹²¹ Under this construct, the External ETU is the vehicle by which the source will be delivered into the region, and the bundled Import Capacity Resource is the power contract that actually participates in the FCM. The specific rules by which this construct is achieved are described in this section.

As more fully described herein, the ETU Rule Changes provide for an Import Capacity Resource associated with an External ETU seeking CNIIS to be treated comparably to the way internal Generating Facilities (*i.e.*, a New Generating Capacity Resource) seeking to participate in the FCM are treated.¹²² Because Section III.13.1.3 governs the qualification of all Import Capacity Resources for participation in the FCM, the ETU Rule Changes incorporate certain revisions throughout Section III.13.1.3 to clearly distinguish the qualification requirements for an Import Capacity Resource that is associated with an External ETU seeking CNIIS from the requirements of an Import Capacity Resource that is not associated with an External ETU seeking CNIIS.¹²³ This separation is reflected in Sections III.13.1.3, III.13.1.3.3.A, III.13.1.3.3.B, III.13.1.3.5.2, III.13.1.3.5.3, and III.13.1.3.5.4.

The ETU Rule Changes also revise Section III.13.1.3 to incorporate, in the Import Capacity Resource qualification provisions, the requirements that must be met for an External

¹¹⁸ See ISO OATT, ETU IP at § 3.2.3.

¹¹⁹ See Karl Testimony at pp 5-6.

¹²⁰ See *id.*

¹²¹ See *id.* at pp 7-10.

¹²² See *id.* at pp 6-7.

¹²³ See *id.* at p 10.

ETU with a valid CNIIS Interconnection Request to be modeled in the FCM and thereby facilitate an associated Import Capacity Resource's participation in a Forward Capacity Auction.¹²⁴ As revised, Section III.13.1.3 provides for External ETUs to be modeled in the FCM after (1) a contractual relationship between the External ETU Interconnection Customer and the associated Import Capacity Resource is established, and (2) the associated Import Capacity Resource meets the FCM qualification requirements, including identifying the Queue Position of the associated External ETU in its New Capacity Show of Interest Form, and provide evidence of its contractual relationship with, the External ETU in the New Capacity Qualification Package.¹²⁵ These requirements are incorporated in the revisions to Sections III.13.1.1.2, III.13.1.2 and Section III.13.1.3.5.1 of the Tariff.

The ETU Rule Changes provide for the specific qualification requirements and the associated qualification process for an Import Capacity Resource that has a contractual relationship with a non-commercial External ETU seeking CNIIS to be similar to the requirements of a non-commercial New Generating Capacity Resource seeking to qualify for the FCM.¹²⁶ To that end, the ETU Rule Changes revise Sections III.13.1.3.5.2, III.13.1.3.5.3, and III.13.1.3.5.5 to require an Import Capacity Resource that seeks to import capacity over a non-commercial External ETU to provide Site Control and a critical path schedule, and to be subject to the initial interconnection analysis, including the overlapping impacts analysis. Consistent with the Queue Position rules in Section 4.4.1 of the ETU Interconnection Procedures, the Import Capacity Resource and the associated External ETU will be included in the CNR Group Study for the Forward Capacity Auction in which the Import Capacity Resource seeks to qualify. Any qualification benefit created by the External ETU to the associated Import Capacity Resource will be allocated in the Queue Position order of the External ETU in the CNR Group Study.

The ETU Rule Changes do not specify in the FCM qualification rules a contract length for an Import Capacity Resource associated with an External ETU seeking CNIIS.¹²⁷ However, it is anticipated that a multi-year import contract will support the External ETU.¹²⁸ To parallel the new-versus-existing treatment of other resource types in the FCM, the ETU Rule Changes provide for the Import Capacity Resource to be considered a "new" resource until it receives a

¹²⁴ See Karl Testimony at pp 7-8.

¹²⁵ See Karl Testimony at pp 8-10.

¹²⁶ See *id.* at pp 10-12.

¹²⁷ See *id.* at p 13.

¹²⁸ See *id.*

Capacity Supply Obligation through the FCM, and then as an “existing” resource for the balance of the contract with the External ETU.¹²⁹

Consistent with the treatment of a New Generating Capacity Resources, the ETU Rule Changes also revise Sections III.13.1.3 and III.13.1.3.5.4 to apply the Capacity Commitment Period Election in Section III.13.1.1.2.2.4 to an Import Capacity Resource associated with a transmission investment (*i.e.*, the non-commercial External ETU) and thereby permit revenue and quantity certainty.¹³⁰ The ETU Rule Changes also revise III.13.1.3.5.8 and III.13.2.6 for an Import Capacity Resource associated with an External ETU to clear or not clear the Forward Capacity market in whole with the option to elect its offer to be rationed, subject to a rationing limit.¹³¹ Eligibility for these provisions is limited, however. As further described below, CNIIS assigned to an ETU Interconnection Customer will be maintained and respected until the time the External ETU is no longer coupled with an Import Capacity Resource that participates in the FCM. An Import Capacity Resource associated with an External ETU seeking to re-establish CNIIS will be eligible for the Capacity Commitment Period Election and Capacity Rationing Rule elections if the current investment threshold in Section III.13.1.1.2 is met.¹³² While the existing FCM Rules support this limitation, the ETU Rule Changes incorporate it in Section III.13.1.3 for clarity.¹³³

An Import Capacity Resource associated with a non-commercial External ETU seeking CNIIS will be required to provide non-commercial Financial Assurance until the non-commercial transmission is built and deemed commercial, paralleling the treatment of a new internal generator or an Import Capacity Resource backed by a new non-commercial

¹²⁹ While the ETU Rule Changes address the treatment of Import Capacity Resources associated with External ETUs seeking CNIIS, they also make certain revisions to provide comparable treatment to other Import Capacity Resources in the qualification process. Specifically, during the review of the ETU Rule Changes design, it was identified that an Import Capacity Resource cannot achieve “existing” treatment under the existing rules due to the current qualification process requirement that it continue to request to qualify, even if it already demonstrated a multi-year commitment. For comparability, the ETU Rule Changes revise Sections III.13.1.3.3.A, which applies to Existing Import Capacity Resources that are not associated with an External ETU seeking CNIIS, and III.13.1.3.3.B, which applies to Existing Import Capacity Resources associated with an External ETU with CNIIS, to provide for these resources to be qualified based on the multi-year contract values. *See* Karl Testimony at p 12.

¹³⁰ *See id.* at pp 13-15. *See also ISO New England Inc. and New England Power Pool Participants Committee*, 147 FERC ¶ 61,173 at P 54 (2014) (accepting price lock-in extension).

¹³¹ *See* Karl Testimony at pp 15-16.

¹³² *See id.* at pp 16-17.

¹³³ *See id.*

generator.¹³⁴ The ETU Rule Changes incorporate this requirement in Section III.13.1.9.2.4. In addition, the Import Capacity Resource will also be required to provide quarterly critical path schedule monitoring in accordance with III.13.3, for tracking similar to the transmission upgrades required for an internal Generating Facility's interconnection.¹³⁵ As such, the ETU Rule Changes also modify Section III.13.1.9.3.1 to apply the Qualification Process Cost Reimbursement Deposit to an Import Capacity Resource associated with a non-commercial External ETU.¹³⁶ Applicable critical path schedule milestones will need to be completed for Financial Assurance to be returned.

Once an Import Capacity Resource associated with an External ETU seeking CNIIS meets the qualification requirements to participate in a Forward Capacity Auction, the ETU Rule Changes in Section III.13.1.3 provide for the new interface created by the External ETU to be modeled for FCM purposes.¹³⁷ As described in Section V.B.3 above, once the Import Capacity Resource acquires a Capacity Supply Obligation in the FCM, the ETU Interconnection Customer will receive CNIIS at a Capacity Network Import Capability equal to the Import Capacity Resource's Capacity Supply Obligation, similar to how CNRIS is allocated to an internal Generating Facility. The CNIIS will be preserved for the ETU Interconnection Customer until the time the External ETU is no longer coupled with an Import Capacity Resource that is qualified and offering in the FCA. In other words, an ETU Interconnection Customer with an External ETU that is not associated with an Import Capacity Resource that is qualified and offering in the Forward Capacity Auction will relinquish its CNIIS and the CNIIS will be revised in the associated ETU Interconnection Agreement. This treatment is comparable to an internal generator's requirement to offer its qualified capacity and is incorporated in Section III.13.1.3.¹³⁸

D. Revisions Necessary to Support the Treatment of ETUs

1. Changes to the Tie Benefits Calculation to Exclude External ETUs Eligible for CNIIS and NIIS

Under the ETU Rule Changes, all ETU Interconnection Customers with a controllable MTF/OTF External ETU must request CNIIS and/or NIIS. Consistent with the Generating Facility treatment, the ETU Rule Changes provide for the allocation of capacity interconnection service through the FCM, which sets forth the mechanics to assess deliverability through the qualification process and secured through an obligation. CNIIS, as described above, will be

¹³⁴ See *id.* at p 17.

¹³⁵ See *id.*

¹³⁶ See *id.*

¹³⁷ See Karl Testimony at p 18.

¹³⁸ See *id.* at pp 18-19.

assigned to the ETU Interconnection Customer when it is associated with an Import Capacity Resource which clears in the FCM, and the External ETU's CNIIS will be preserved for the ETU Interconnection Customer so it can realize the value of its investment.

Consistent with this treatment, the ETU Rule Changes modify the tie benefits calculation provision in Section III.12.9 of the Tariff to provide that there will be no tie benefits allocated over External ETUs eligible for CNIIS or NIIS.¹³⁹ Absent this revision, the current process would provide for the calculation of tie benefits over these External ETUs before any new import contracts in the FCM.¹⁴⁰ Counting or assigning tie benefits to External ETUs eligible for CNIIS or NIIS would be taking what is preserved for the ETU Interconnection Customer in the ETU Interconnection Agreement.¹⁴¹ This construct promotes resource participation in the FCM and results in a market product that has rights and obligations, with offer requirements and performance standards.¹⁴²

The ETU Rule Changes proposed in this filing do not change the treatment for existing external facilities. Existing external interfaces will continue to receive the same treatment they receive today related to tie benefits, including the calculation of import transfer capability over each existing external interface. An eligible existing external interface, however, may seek CNIIS or NIIS through a new ETU Interconnection Request, after which such an interface will be subject to the ETU Rule Changes, which provide for no tie benefits for the entire facility.

2. Changes to the FCM Network Model Assumptions to Include ETUs

The ETU Rule Changes revise the Network Model provisions in Section III.12.6 of the Tariff to specify how and when ETUs will be included in the Network Model used for, *inter alia*, the FCM qualification process, transfer limit determinations, requirements calculations, and tie benefit calculations.¹⁴³ For context, the Network Model is essentially the starting condition for the CNR Group Study performed during the FCM qualification process to assess initial interconnection and overlapping impacts. This section provides a brief overview of Section III.12.6, and then describes the ETU Rule Changes to incorporate ETUs.

Briefly, Section III.12.6 of the Tariff sets forth the modeling assumptions for determining the Network Model.¹⁴⁴ Section III.12.6 lays out the two time periods for including resources and

¹³⁹ See Rourke Testimony at pp 32-34.

¹⁴⁰ See *id.*

¹⁴¹ See *id.*

¹⁴² See *id.*

¹⁴³ See *id.* at p 37.

¹⁴⁴ See Rourke Testimony at p 38.

their associated transmission, as well as other transmission upgrades in the Network Model. Specifically, Section III.12.6(a) describes resources and facilities to be included in the Network Model *that result from FCM participation*, and Section III.12.6(b) (together with Sections III.12.6.1 and III.12.6.2) provide for transmission to be included in the Network Model that is *not the result of FCM participation*, but as a result of system expansion activities.¹⁴⁵ To be included in the Network Model independent of FCM participation, a Transmission Owner may certify under Section III.12.6.2 that its transmission upgrade will be in service by the start of the Capacity Commitment Period for which the Network Model applies.¹⁴⁶ This annual certification process occurs in the fall, approximately five years prior to the start of the Capacity Commitment Period, and uses the Regional System Planning Project List as a starting point.¹⁴⁷

Rather than create new separate subsections for how an ETU is to be included in the Network Model, the ETU Rule Changes restructure Section III.12.6 so that ETUs can be integrated into the existing sections. As revised, Section III.12.6(a) continues to describe the resources and transmission facilities to be included in the Network Model for FCM participation, but now reflect ETUs. Specifically, Section III.12.6(a)(i) includes all existing resources¹⁴⁸ and the associated transmission facilities that are expected to be in service for the relevant Capacity Commitment Period, regardless of whether or not they are commercial at the time the Network Model is developed.¹⁴⁹ Section III.12.6(a)(ii) includes new FCM resources that do not have an obligation for the Capacity Commitment Period, but that remain qualified to participate in the FCM Reconfiguration Auctions and bilateral transactions.¹⁵⁰ Section III.12.6(a)(iii) includes all resources in the Queue for energy-only initial interconnection analysis purposes. The ETU Rule Changes also revise Section III.12.6.1 to clarify that Internal ETUs that are in service will be included in the Network Model.¹⁵¹ Finally, the ETU Rule Changes revise Section III.12.6.2 to include ETUs in the certification process that is independent of FCM participation.¹⁵²

¹⁴⁵ *See id.* at pp 38-39.

¹⁴⁶ *See id.*

¹⁴⁷ *See id.*

¹⁴⁸ In this context, “existing resources” refers to resources that have a received a Capacity Supply Obligation in a previous Forward Capacity Auction.

¹⁴⁹ *See id.*

¹⁵⁰ *See Rourke Testimony* at p 38-39.

¹⁵¹ *See id.*

¹⁵² *See id.*

With these supporting changes, External and Internal ETUs that are in-service will be automatically included in the Network Model. Upon request, External ETUs and Internal ETUs may also be included in the Network Model through the certification process that is independent of the FCM. Such requests will be subject to the ISO's review in the same manner as requested certifications today. Any External or Internal ETU whose construction is dependent on FCM resource clearing will not be included in the Network Model until after the associated resource has cleared and its inclusion will be in accordance with Section III.12.6.1.

E. Transition Rules for Pending ETU Applications

The ETU Rule Changes specify in the Schedule 25 ETU Interconnection Procedures the application of the new rules to all pending ETU applications that were submitted to the ISO pursuant to Section II.47.5 of the ISO OATT prior to **February 16, 2015**, the requested effective date. While the transition rules incorporated in the ETU Interconnection Procedures are based on transition construct established in the Commission's Order No. 2003 for generators,¹⁵³ they deviate from that construct in that they first address how pending ETU requests can establish a meaningful Queue Position. As discussed earlier, ETU requests that are pending in the Queue have been subject to constant "free-fall."

The ETU Rule Changes provide in Section 5 of the ETU Interconnection Procedures for Queue Position to be assigned based on the pending ETU request's status in the study process. On the requested effective date, pending ETU requests will be categorized and assigned a new Queue Position as follows:

- Category 1 will include ETUs with a current and valid Section I.3.9 approval. These ETUs will be assigned a:
 - New Queue Position based on the date of their Section I.3.9 approval, and
 - Separate additional Queue Position placeholder, located at the bottom of the Queue in relative Queue order, for eligible External ETUs to submit a new CNIIS request, recognizing the addition of the new External ETU-specific Interconnection Services
- Categories 2 and 3 will include ETUs without a current and valid Section I.3.9 approval. These ETUs will be assigned a meaningful Queue Position at the bottom of the Queue (below the separate additional Queue Position placeholder for ETUs with I.3.9 approval) and in relative Queue Order based on their System Impact Study Agreement ("SISA") execution status and study status (*i.e.*, active vs. inactive), in the following manner:

¹⁵³ See Order No. 2003 a PP 178-190. See also, FCM/Queue Order, 126 FERC at PP 40-46; FCM/Queue Amendments, Filing Letter, at 45-46.

- Category 2 will include ETUs with a SISA executed prior to February 16, 2015, and that have been recognized by the ISO as actively under study. These ETUs will be placed in the Queue below ETUs with a current and valid Section I.3.9 approval. The intent of this category is to recognize ETUs with studies for which significant effort and progress had been made and were not held up waiting for completion of studies of relevant queued generator requests.
- Category 3 will include ETUs with a SISA executed prior to February 16, 2015, but not recognized by the ISO as actively under study. These ETUs will be placed in the Queue below those ETUs recognized by the ISO as actively under study. The intent of this category is to recognize ETUs with studies that could not have started because they were waiting for the completion of studies for relevant queued generators, and for which no significant effort or progress had been made
- Finally, category 4 will include ETUs that do not have an executed SISA prior to February 16, 2015. These ETUs will be placed in the Queue below those ETUs with executed SISA, but not actively under study. This category is intended to capture ETUs for which no study activity has occurred.¹⁵⁴

Section 5 of the ETU Interconnection Procedures also specifies the actions that ETU Interconnection Customers must undertake to advance to the next step of the process for their “readjusted” Queue Position not to be deemed withdrawn. Consistent with the transitions for generators, Section 5 provides a 60-day transition period to facilitate an ETU Interconnection Customer’s transition into the new rules.¹⁵⁵

F. Conforming and Other Ministerial Revisions to the Tariff

The ETU Rule Changes also include a number of modifications in the Tariff and the TOA to further support the creation of the new ISO OATT Schedule 25, and other general changes to support the treatment of ETUs, particularly, the External ETU-Import Capacity Resource bundle construct.¹⁵⁶

The revisions to the TOA align the existing provisions with the new Schedule 25 construct. Currently, Section 2.05 of the TOA reflects separate provisions for connections with Generating Facilities in Section 2.05(a) and with ETUs in Section 2.05(b). The ISO and the

¹⁵⁴ See Rourke Testimony at p 40-42.

¹⁵⁵ To facilitate the implementation of these rules, prior to the instant filing, the ISO reached out to all ETU applicants with requests pending in the Queue, provided its assessment of the project’s status in the study process, and explained the actions that ETU Interconnection Customer will need to take to maintain the readjusted Queue Position.

¹⁵⁶ See Rourke Testimony at pp 42-43; Karl Testimony at pp 19-22.

PTOs have agreed to revise Section 2.05 such that these separate provisions are merged into one provision that applies equally to Generating Facilities and ETUs.¹⁵⁷ The revisions are consistent with the requirements and obligations set forth in Schedule 25.¹⁵⁸

There are a number of revisions throughout the Tariff to reflect the addition of Schedule 25, including:

- Section I.2.2 has been revised to incorporate the concepts and modified terminology used in Schedule 25. For example, the definitions of CNIIS and NIIS and for the associated CNI Capability and NI Capability have been added, and the definition of ETU has been revised to reference the revised definition in Schedule 25.
- Section II.34 has been revised to remove references to Section II.47.5 for modifications to external interfaces, as those would fall under Schedule 25.
- Section II.47 has been revised to delete the ETU interconnection process limited requirements as those have been replaced by the procedures in Schedule 25, and
- Attachment K has been revised to use terminology consistent with ETUs (*e.g.*, replace references to “MTF” with “ETU” as MTFs are captured in the definition of ETUs), delete references to Section II.47.5 for the conduct of Economic Studies beyond those that are to be funded by the region, and specify when ETUs will be reflected in Needs Assessments.
- Appropriate cross-references to Schedule 25 also have been inserted in Section I.2.2, Section II.46, Section III.13, and Section IV.A of the Tariff.¹⁵⁹

The addition of Schedule 25 for ETUs warranted other conforming changes and improvements in Schedules 22 and 23 of the OATT, as well, including:

- Modifications to definitions of CC Interconnection Standard, NC Interconnection Standard, Long Lead Time Facility, Queue Position, Site Control so that they also apply to ETUs;
- Modifications to the Long Lead Facility and Queue Position rules so that they match the same provisions adopted in the ETU Interconnection Procedures;
- Clarify the time-out provisions for CNRIS Interconnection Requests; and

¹⁵⁷ See Rourke Testimony at p 43.

¹⁵⁸ See ISO OATT, ETU IP at § 11. See also Rourke Testimony at p 43.

¹⁵⁹ See Rourke Testimony at p 43.

- Incorporate ETUs in the study Base Case and re-study provisions.¹⁶⁰

The ETU Rule Changes also include the following changes in Section I.2.2 and Section III.13 that are necessary to support the addition of Schedule 25 in the OATT and the External ETU-Import Capacity Resource bundle construct, as well as other general clean-up changes:

- Revisions throughout Section III.13 to add references to new Schedule 25 of the ISO OATT, where appropriate, and create uniformity in the manner the Generating Facility and the ETU Interconnection Procedures are references in Section III.13 – *i.e.*, “Schedules 22, 23 or 25 of Section II of the Transmission, Markets and Services Tariff.”
- Revisions to Section III.13.1.1.2.1, which establishes the New Capacity Show of Interest Form requirements, to allow for a Project Sponsor seeking to offer a New Generating Capacity Resource to indicate whether it is supported by an Internal ETU with a valid Schedule 25 Interconnection Request;
- Revisions to Section III.13.1.1.2.2(C), critical path schedule provisions, to add a Qualification Package requirement for Import Capacity Resources associated with a non-commercial External ETU seeking CNIS to include milestone dates for the transmission facilities and associated substation equipment;
- Revisions to Section III.13.1.1.2.3 to include ETU Interconnection Customer in the consultation provisions for initial interconnection and overlapping interconnection impacts analyses, recognizing that such discussions may need to take place with the ETU Interconnection Customer as opposed to the Transmission Owner;
- Revisions to Sections III.13.1.1.2.1 and III.13.1.1.2.3 to replace references to “material changes” with the defined term “Material Modifications” in the OATT interconnection procedures;
- Revisions to Section III.13.1.1.2.1(b) and III.13.1.1.2.2.1 to remove duplicative language on site control and instead insert references to the OATT interconnection procedures; and,
- Revisions Sections III.13.1.3.5.1 and III.13.1.3.5.3.1 to replace the term “Market Participant” with “Project Sponsor” because Market Participant status requirement occurs after the Qualification Package is due; and,
- Revisions to Section I.2.2 to include “New Import Capacity Resource” in the definition for “Project Sponsor.”¹⁶¹

¹⁶⁰ See Rourke Testimony at p 43.

Additional clean-up and editorial clarifications are made, as well.

VI. REQUESTED EFFECTIVE DATE AND ORDER

The Filing Parties respectfully request that the Commission accept the ETU Rule Changes as filed, without modifications or conditions, to be effective on **February 16, 2015**, so that they may be ready for implementation by the time the FCA10 Show of Interest period commences.

VII. STAKEHOLDER PROCESS

The ETU Rule Changes, which include revisions to Sections I, II, III, and IV of the Tariff and the TOA, required review and action by the Transmission, Reliability, Markets, and Participants Committees, as well as the Budget & Finance Subcommittee. In addition, pursuant to the TOA and Schedules 22, 23 and new Schedule 25 of the ISO OATT, the proposed revisions to Schedule 11 of the ISO OATT and the interconnection procedures required review by the PTO AC.

The Transmission Committee reviewed the design basis for the ETU Rule Changes and the revisions to Sections I.2.2 and II of the Tariff and the TOA on April 22, May 27, August 12, September 23, November 17, December 2, and December 16, 2014. Based on these efforts, on January 20, 2015, the Transmission Committee unanimously voted in favor of recommending the Participants Committee support of the ETU Rule Changes.¹⁶² The Reliability Committee reviewed the design basis and the revisions to Section III.12 of the Tariff on October 21, November 17, December 17, 2014, and, on January 20, 2015, also voted unanimously in favor of recommending Participants Committee support of those revisions. The Markets Committee reviewed the design basis and the proposed revisions to Sections I.2.2 and Section III.13 on October 8, November 17, December 9-10, and January 13-15, 2015, and voted unanimously in favor of recommending Participants Committee support of those revisions on January 22, 2015.¹⁶³ Subsequently, the Participants Committee voted unanimously to support the ETU Rule Changes by way of the Consent Agenda at its February 6, 2015 meeting.¹⁶⁴

¹⁶¹ See Karl Testimony at pp 19-22.

¹⁶² In addition, certain non-substantive changes to Section IV.A of the Tariff were presented to the Budget & Finance Subcommittee on January 22, 2015. That subcommittee, which provides advice and input to the ISO and NEPOOL pursuant to Section 8.4 of the Participants Agreement, raised no concerns about these changes.

¹⁶³ At the Markets Committee, a concern was raised regarding comparability between External ETUs and internal Generating Facilities in terms of Section III.13.6.2.1.1.2 in the Rights and Obligations section of the FCM Rules. The ISO will continue to evaluate provisions impacting comparability between the
(continued...)

The PTO AC voted 99.2% in support of the ETU Rule Changes in ISO OATT Schedules 11, 22, 23 and 25, and in the TOA at its January 30, 2015 meeting.

VIII. ADDITIONAL SUPPORTING INFORMATION

Section 35.13 of the Commission's regulations generally requires public utilities to file certain cost and other information related to an examination of traditional cost-of-service rates.¹⁶⁵ However, the ETU Rule Changes are not traditional "rates," and the ISO is not a traditional investor-owned utility. In light of these circumstances, the Filing Parties submit the following additional information in substantial compliance with relevant provisions of Section 35.13, and request a waiver of Section 35.13 of the Commission's regulations to the extent the content or form deviates from the specific technical requirements of the regulations.

35.13(b)(1) - Materials included herewith are as follows:

- This transmittal letter;
- Testimony of Stephen J. Rourke, Vice President, System Planning, solely sponsored by the ISO;
- Testimony of Mark Karl, Vice President, Market Development, solely sponsored by the ISO;
- Marked and clean Tariff and TOA sheets incorporating the ETU Rule Changes discussed in this filing:
 - Section I.2.2 of the Tariff;
 - Section II.34 of the Tariff;

controllable MTF/OTF External ETUs and internal Generating Facilities, and anticipates discussing next steps with respect to any identified issues with stakeholders during the next year.

¹⁶⁴ The Consent Agenda for a Participants Committee meeting, similar to the Consent Agenda for a Commission open meeting, is a group of actions (each recommended by a Technical Committee or subgroup established by the Participants Committee) to be taken by the Participants Committee through approval of a single motion at a meeting. All recommendations voted on as part of the Consent Agenda are deemed to have been voted on individually and independently. In this case, the Participants Committee's approval of the February 6, 2015 Consent Agenda included its support for the ETU Rule Changes.

¹⁶⁵ 18 C.F.R. § 35.13 (2014).

- Section II.46 of the Tariff;
 - Section II.47 of the Tariff;
 - Schedule 11 of Section II of the Tariff;
 - Schedule 22 of Section II of the Tariff;
 - Schedule 23 of Section II of the Tariff;
 - Schedule 25 of Section II of the Tariff;
 - Section III.12 of the Tariff;
 - Section III.13 of the Tariff;
 - Section IV.A of the Tariff; and,
 - the TOA.¹⁶⁶
- List of governors, utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, and other entities, to which an electronic copy of this filing has been sent.

35.13(b)(2) - The Filing Parties request that the ETU Rule Changes become effective on **February 16, 2015**.

35.13(b)(3) - Pursuant to Section 17.11(e) of the Participants Agreement, Governance Participants are being served electronically rather than by paper copy. The names and addresses of the Governance Participants are posted on the ISO's website at <http://www.iso-ne.com/participate/participant-asset-listings>. A copy of this transmittal letter and the accompanying materials have also been sent to the governors and electric utility regulatory agencies for the six New England states that comprise the New England Control Area, the New England Conference of Public Utility Commissioners, and to the Executive Director of the New England States Committee on Electricity. A list with their names and addresses is included herein. In accordance with Commission rules and practice, there is no need for the Governance Participants or the entities described above to be included on the Commission's official service list in the captioned proceeding unless such entities become intervenors in this proceeding.

35.13(b)(4) - A description of the materials submitted pursuant to this filing is contained in Sections I and VIII of this transmittal letter.

¹⁶⁶ The redlined and clean versions of the TOA are included in Part 2 of 2 of this filing.

The Honorable Kimberly D. Bose

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35.13(b)(5) - The reasons for this filing are discussed in Sections IV and V of this transmittal letter.

35.13(b)(6) - The ISO's approval of the revision is evidenced by this filing. The Schedule 23 Revisions reflect the result of the Participant Processes required by the Participants Agreement, and reflect the support of the Participants Committee.

35.13(b)(7) - The Filing Parties do not have knowledge of any relevant expenses or costs of service that have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.

X. CONCLUSION

For the reasons stated herein, the Filing Parties ask the Commission to accept the ETU Rule Changes, without modifications or condition, to become effective **February 16, 2015**.

Respectfully submitted,

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On behalf of NEPOOL

Enclosures

1 UNITED STATES OF AMERICA
2 BEFORE THE
3 FEDERAL ENERGY REGULATORY COMMISSION

4)
5 ISO New England Inc., et al.) Docket No. ER15-____-000
6)
7)
8)
9)

10 TESTIMONY OF
11 STEPHEN J. ROURKE
12 ON BEHALF OF ISO NEW ENGLAND INC.

13 I. INTRODUCTION

14 Q: *Please state your name, title and business address.*

15 A: My name is Stephen J. Rourke. I am the Vice President of System Planning for
16 ISO New England Inc. (the “ISO”). My business address is One Sullivan Road,
17 Holyoke, Massachusetts 01040-2841.

18
19 Q: *Please describe your work experience and education background.*

20 A: I have a B.S. in Electrical Engineering from Worcester Polytechnic Institute and a
21 M.B.A. from Western New England University. In my current position as Vice
22 President of System Planning, I am responsible for planning for a reliable New
23 England bulk power system according to prescribed reliability standards and
24 guidelines of the Northeast Power Coordinating Council (“NPCCP”) and the
25 North American Electric Reliability Corporation (“NERC”); overseeing
26 development of the annual Regional System Plan; analysis and approval of new
27 transmission and generation interconnection projects, including the approval of
28 qualification of generating capacity resources, demand resources, and import

1 capacity resources to participate in the Forward Capacity Auction; implementing
2 the Federal Energy Regulatory Commission (“Commission”) approved generator
3 interconnection process; developing the ISO’s findings for Transmission Cost
4 Allocation; and supporting the capacity market in New England.

5
6 Previously, I served as the ISO’s Director, Reliability and Operations Services. I
7 was also a former manager of the Rhode Island—Eastern Massachusetts—
8 Vermont Energy Control (“REMVEC”) center in Westborough, Massachusetts
9 and former manager of marketing operations for Northeast Utilities/Select Energy
10 Inc. in Berlin, Connecticut. I have over 30 years of experience in the operations
11 and planning of the New England bulk power system.

12

13 **II. PURPOSE, SCOPE AND SUMMARY OF TESTIMONY**

14 ***Q: What is the purpose of your testimony?***

15 **A:** My testimony supports the proposed revisions to the ISO New England Inc.
16 Transmission, Markets and Services Tariff (“Tariff”) that are necessary to
17 improve the process for evaluating the interconnection of new transmission lines
18 that are participant funded to the New England Administered Transmission
19 System. These transmission lines, which may include merchant, cost-based or
20 other transmission projects, are defined in the Tariff as Elective Transmission
21 Upgrades (“ETU”). Specifically, my testimony supports the substantive revisions
22 to the Open Access Transmission Tariff (“ISO OATT”) in Section II of the Tariff
23 and to Section III.12 of Market Rule 1 in Section III of the Tariff, as well as

1 conforming changes in Sections I.2.2, throughout the ISO OATT, and IV.A of the
2 Tariff and to the Transmission Operating Agreement (“TOA”) between the ISO
3 and the New England Participating Transmission Owners (“PTO”). I refer to
4 these changes as the “ETU Rule Changes.”

5 ***Q: Why are the ETU Rule Changes being made at this time?***

6 **A:** The ETU Rule Changes are necessary to address identified deficiencies with the
7 existing ETU interconnection process, which create significant uncertainties for
8 ETU applicants.

9

10 Many developers have submitted applications proposing the interconnection of
11 transmission facilities for various reasons, but mostly to improve generator
12 integration within the New England Control Area and to develop new tie lines to
13 neighboring Control Areas. We have approximately 20 such requests that are in
14 different stages of studies in the ISO interconnection study queue (the “Queue”).
15 These range from internal New England upgrades to better integrate Generating
16 Facilities, often renewable projects that have been built in weak areas of the
17 current system, to new AC and HVDC transmission lines with neighboring
18 Control Areas to import hydro energy into the region.

19

20 The deficiencies of the current process, however, significantly impede the ability
21 of the ISO and ETU applicants to advance the System Impact Studies and,
22 therefore, the construction and interconnection of these projects, creating
23 significant uncertainties for developers. For example, as I further explain later on,

1 while ETU applicants are assigned a Queue Position at the time of the application,
2 that Queue Position is essentially meaningless. Based on the existing rules, ETU
3 System Impact Studies cannot be performed in an orderly manner, consistent with
4 the assigned Queue Position. Rather, ETU studies have to constantly true-up to
5 Generating Facility studies even those that are subsequently added in the Queue.
6 This can result in study uncertainties, re-study, added costs and project delays. In
7 other words, an ETU's Queue Position is in constant "free-fall" as they can
8 constantly be displaced by later generation projects, requiring studies to be
9 revised with each new generator submission.

10

11 The ETU Rule Changes address this and other identified deficiencies in the
12 existing interconnection process. They improve the treatment of ETUs in the
13 transmission interconnection process, and specify the treatment of ETUs in the
14 capacity market.

15

16 ***Q: Please describe the existing ETU interconnection process.***

17 A: Section II.47.5 of the ISO OATT contains provisions that provide for study,
18 regional review, and ISO approval of new participant-funded transmission lines –
19 that is, the ETUs. Pursuant to Section II.47.5, any entity may undertake the
20 design, construction and interconnection of an ETU, a process that begins with the
21 submission to the ISO of an ETU application and a nominal \$2,500 deposit. If
22 required by the ISO, the applicant enters into a System Impact Study Agreement
23 with the ISO, and one or more affected PTOs if deemed necessary by the ISO, to

1 determine the effects, if any, of the proposed ETU on the system. Following
2 completion of the System Impact Study, the process provides for the ETU applicant
3 to submit its proposal for review pursuant to Section I.3.9 of the Tariff. If that
4 review identifies no significant adverse effect upon the reliability or operating
5 characteristics of the facilities of one or more Transmission Owners, or the system
6 of a Market Participant, the ETU applicant then enters into interconnection and/or
7 support agreements with the affected Transmission Owners and can move forward
8 with construction of their ETU. Currently, neither the TOA nor the ISO OATT
9 provide for the ISO to be a party to said agreements.

10

11 Under the current Section II.47.5, the applicant is responsible for obtaining all
12 necessary legal rights and approvals for the construction and maintenance of the
13 upgrade, and must cooperate with affected Transmission Owners in obtaining all
14 necessary legal rights and approvals for the construction and maintenance of
15 additions or modifications, if any, required in conjunction with the upgrade. Upon
16 completing the requirements set out in Section II.47.5, the transmission addition
17 may be constructed.

18

19 Section II.47.5 further provides for the ETU applicant to be responsible for 100%
20 of all of the costs of said upgrade and of any additions to or modifications of the
21 Pool Transmission Facilities (“PTF”) and Non-PTF that are required to
22 accommodate the ETU’s connection to the Administered Transmission System.
23 The construction of ETUs may also entitle the owners of the upgrade to market

1 rights, such as Incremental Auction Revenue Rights, in accordance with Market
2 Rule 1.

3

4 ***Q: What are the concerns with the existing ETU interconnection process?***

5 A: The current ETU interconnection process lacks specificity and discipline as
6 compared to other ISO OATT processes, such as the Interconnection Procedures
7 for Generating Facilities contained in Schedules 22 and 23 (the “Generating
8 Facility Interconnection Procedures”). Section II.47.5 only sets forth the very
9 limited requirements described above for ETU applicants to complete in order to
10 connect an ETU. These requirements are less rigorous than the requirements
11 established in Generating Facility Interconnection Procedures. Moreover, Section
12 II.47.5 does not specify any timelines or other process expectations for the
13 completion of the limited requirements. This lack of specificity and discipline
14 ultimately harms the ability of developers to move forward with their self-funded
15 transmission projects, ETUs, as they are displaced in the Queue by Generating
16 Facility projects, which must meet certain process timing milestones.

17

18 While Generating Facilities are able to establish a meaningful Queue Position
19 with a valid Interconnection Request – albeit, pursuant to much more rigorous
20 requirements than ETUs – and must be respected by all requests that are
21 subsequently submitted, the same is not true for ETUs. Indeed, Section II.47.5
22 provides that:

23

24

The completion of a System Impact Study for an Elective
Transmission Upgrade and the construction of an Elective

1 Transmission Upgrade **shall not delay the completion** of a
2 System Impact Study or Facilities Study for a Generator
3 Owner applying to interconnect under the Capacity
4 Capability Interconnection Standard or the Network
5 Capability Interconnection Standard and shall not delay the
6 construction of upgrades for a generating unit
7 interconnecting under these interconnection standards.
8

9 This restriction, together with the lack of a robust, disciplined process, render the
10 Queue Positions assigned to ETU applicants essentially meaningless. ETUs are in
11 constant “free-fall” because the associated System Impact Studies must be trued-
12 up constantly to account for any relevant proposed new Generating Facilities,
13 even those that apply for interconnection after the ETU’s application.
14 Meanwhile, the Generating Facilities’ Interconnection Studies are moving
15 forward in accordance with the Generating Facility Interconnection Procedures
16 without any recognition of the ETU.

17 Effectively, for an ETU study to be completed enough time would need to pass
18 with no relevant Generating Facility projects entering the Queue, giving the ETU
19 time to complete required analysis without having to update for a new generator
20 entrant. Simply put, the absence of specific timelines, milestones and other
21 process expectations add unnecessary complexities from a process management
22 standpoint, rendering it difficult for the ISO and ETU applicants to progress on
23 studies, construction and interconnection of these projects, creating uncertainties
24 for the ETU applicant.

25

1 Lastly, while Section II.47.5 affords an ETU the right to connect to the system
2 and construction of an ETU may also entitle the owners of the upgrade to market
3 rights, such as, Incremental Auction Revenue Rights in accordance with Market
4 Rule 1, the Tariff does not define interconnection service for ETUs or specify their
5 treatment in the market.

6 **Q:** *Please summarize the ETU Rule Changes.*

7 **A:** The ETU Rule Changes address the global treatment of ETUs in the Tariff, and
8 include:

- 9 • Revisions to the ISO OATT to replace the existing ETU interconnection
10 process with a new Schedule 25 that will govern the interconnection of all
11 forms of ETUs – Internal ETUs and External ETUs – and define
12 Interconnection Service for them;
- 13 • Revisions to the Generating Facility Interconnection Procedures and Section
14 III.13 of Market Rule 1 to support new forms of capacity and energy
15 interconnection services under Schedule 25 – Capacity Network Import
16 Interconnection Service (“CNIIS”) and Network Import Interconnection
17 Service (“NIIS”) –for the interconnection of certain External ETUs in a
18 manner comparable to Generating Facilities;
- 19 • Revisions to Section III.13 of Market Rule 1 to incorporate External ETUs
20 seeking CNIIS in the existing FCM construct and allow for the bundling of an
21 External ETU and an Import Capacity Resource to participate in the FCM, and
22 to allocate CNIIS to the External ETU when the Import Capacity Resource
23 acquires a Capacity Supply Obligation, comparable to Generating Facilities;
- 24 • Revisions to Section III.12.9 of Market Rule 1 to provide for the allocation of
25 capacity interconnection service through the FCM where CNIIS will be
26 preserved for the ETU Interconnection Customer, meaning the External ETU
27 will not be used for tie benefits;
- 28 • Revisions to the Generating Facility Interconnection Procedures and Section
29 III.13 of Market Rule 1 to support a structure by which Internal ETUs with
30 valid ETU Interconnection Requests under Schedule 25 may become
31 associated with specific Generating Facilities and support the Generating
32 Facilities’ qualification for the FCM to achieve capacity resource status;

- 1 • Revisions to Section III.12.6 of Market Rule 1 to model ETUs for FCM
2 purposes to promote resource participation in the FCM and create comparable
3 performance obligations to other FC resources with capacity obligations; and,
- 4 • Revisions to Sections I.2.2, throughout Section II, and Section IV.A of the
5 Tariff, and the Transmission Operating Agreement between the ISO and the
6 New England Participating Transmission Owners to reflect the addition of
7 Schedule 25.

8

9 ***Q: Does your testimony address each of the ETU Rule Changes?***

10 A: I explain and discuss the rationale for each of the substantive changes in Section
11 II and Section III.12 of the Tariff, as well as the conforming changes in Sections
12 I.2.2, throughout Section II, and I.VA of the Tariff and to the TOA. Mr. Mark
13 Karl, Vice President of Market Development for the ISO is providing separate
14 testimony to address the supporting changes in Section III.13 of Market Rule 1 of
15 the Tariff, which contains the FCM Rules, as well as corresponding changes to
16 certain defined terms in Section I.2.2, that are necessary to incorporate ETUs in
17 the FCM (the “Karl Testimony”).

18

19 **III. EXPLANATION OF THE PROPOSED REVISIONS**

20 **A. Revisions to Section II of the Tariff to incorporate new OATT**
21 **Schedule 25 for ETUs.**

22

23 ***Q: Please summarize the revisions to Section II of the Tariff.***

24 A: The ETU Rule Changes propose to revise the ISO OATT to incorporate a new
25 Schedule 25 – Elective Transmission Upgrades Interconnection Procedures
26 (“ETU Interconnection Procedures”), as well as make certain conforming changes
27 to Sections II.34, II.46, and II.47, Schedules 11, 22 and 23, and Attachment K to

1 reflect the addition of Schedule 25 and support the mechanism for ETUs to
2 become associated with specific resources seeking to participate in the FCM.

3

4 ***Q: What is the purpose of the new Schedule 25 of the ISO OATT?***

5 A: The ETU Rule Changes incorporate new Schedule 25 of the ISO OATT in
6 Section II of the Tariff to improve the treatment of ETUs in the transmission
7 interconnection process and thereby address the identified deficiencies with the
8 existing ETU interconnection process.

9

10 ***Q: How does Schedule 25 improve the treatment of ETUs in the transmission***
11 ***interconnection process?***

12 A: Schedule 25 contains improved ETU Interconnection Procedures that are based on
13 the Commission-approved *pro forma* Large Generator Interconnection Procedures
14 (“LGIP”) and Large Generator Interconnection Agreement (“LGIA”) in Schedule
15 22 of the ISO OATT, and thereby sets forth requirements and obligations similar
16 to those of internal Generating Facilities, enabling ETU Interconnection
17 Customers to establish and maintain a meaningful Queue Position. This gives
18 ETU Interconnection Customers the same status as other Interconnection
19 Requests submitted to the ISO. Like the LGIP, the ETU Interconnection
20 Procedures set forth a robust, disciplined interconnection process with clear
21 timelines and other process expectations, and incorporates a standardized
22 Interconnection Request Form, Interconnection Study agreements, and an ETU
23 Interconnection Agreement. The ETU Interconnection Procedures closely

1 resemble the LGIP and LGIA in Schedule 22 with certain differences that are
2 necessary given their applicability to the interconnection of transmission projects
3 (as opposed to a Generating Facility), and to reflect ETU Interconnection Service,
4 including CNIIS and NIIS.

5
6 ***Q: Please describe the structure of the ETU interconnection process under***
7 ***Schedule 25.***

8 A: The ETU Interconnection Procedures reflect the same interconnection process as
9 set out in the LGIP. Under the proposed ETU Interconnection Procedures, an
10 ETU Interconnection Customer may request Interconnection Service for a
11 proposed ETU by submitting a valid ETU Interconnection Request to the ISO.

12 All new controllable external tie lines that are classified as Merchant
13 Transmission Facilities (“MTF”) or Other Transmission Facilities (“OTF”) under
14 the Tariff also have the option of two levels of interconnection service – CNIIS,
15 which ensures that energy is deliverable to certain parts of the system , and thus
16 can be used in conjunction with an import contract to participate in the FCM, and
17 NIIS, which does not require the study and upgrades required to ensure that
18 energy is sufficiently deliverable to enable participation in the FCM. I describe
19 both of these interconnection services in greater detail later in my testimony.

20
21 Upon receipt of a valid ETU Interconnection Request, the procedures provide for
22 the ISO to assign a Queue Position, which will be used to determine the order of
23 performing the Interconnection Studies and the cost responsibility for the facilities

1 necessary to accommodate the Interconnection Request. After performance of
2 Interconnection Studies, the interconnection process culminates with a *pro forma*
3 Interconnection Agreement that includes the ISO as a party.

4
5 **Q:** *Are the Schedule 25 ETU Interconnection Procedures applicable to all forms of*
6 *ETUs?*

7 A: The ETU Interconnection Procedures will govern requests for the interconnection
8 of all forms of participant funded transmission facilities to the New England
9 Administered Transmission System. This includes the addition of *new*
10 transmission facilities, as well as *modifications to* existing transmission facilities.
11 Indeed, to accommodate the diversity in ETU types, the ETU Interconnection
12 Procedures support Interconnection Requests that propose a specific, well-defined
13 transmission project, as well as requests that describe a specific, well-defined
14 objective in relation to a Generating Facility, in which case, the transmission
15 facilities necessary to achieve the objective will be identified through the study
16 process. A proposal for an External ETU HVDC merchant transmission project
17 that will originate at a Point of Interconnection in Quebec and terminate at a Point
18 of Interconnection in the New England Control Area would be an example of a
19 specific, well-defined transmission project. An example of an objective-type
20 Interconnection Request would be a proposal for an internal transmission facility
21 to increase the transfer capability of the Orrington-South interface in Maine by an
22 amount certain to facilitate Generating Facility's qualification in the FCM.
23 Consistent with this design, the Interconnection Request Form included in

1 Appendix 1 of the ETU Interconnection Procedures is a modified version of the
2 Schedule 22 Interconnection Request Form for applicability to various forms of
3 ETUs.

4 To facilitate the application of the ETU Interconnection Procedures, the ETU
5 Rule Changes incorporate a revised definition of ETUs therein that (1) clarifies
6 that ETUs include both new and modifications to existing transmission facilities,
7 and (2) incorporates the terms for categories of transmission facilities under the
8 ISO OATT in place of the more generic, broader term, “transmission facilities.”

9 The revised definition for ETUs reads:

10 Elective Transmission Upgrade (“ETU”) shall mean a new
11 Pool Transmission Facility, Merchant Transmission
12 Facility or Other Transmission Facility that is
13 interconnecting to the Administered Transmission System,
14 or an upgrade to an existing Pool Transmission Facility,
15 Merchant Transmission Facility or Other Transmission
16 Facility that is part of or interconnected to the
17 Administered Transmission System for which the
18 Interconnection Customer has agreed to pay all of the costs
19 of said Elective Transmission Upgrade and of any additions
20 or modifications to the Administered Transmission System
21 that are required to accommodate the Elective
22 Transmission Upgrade.

23 For clarity, because ETUs do not arise from, nor are they developed pursuant to,
24 the Generating Facility Interconnection Procedures or the Regional System
25 Planning Process in Attachment K of the OATT, the definition maintains the
26 existing language that “An Elective Transmission Upgrade is not a Generator
27 Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market
28 Efficiency Transmission Upgrade.”

1 **Q:** *Why is it necessary to incorporate the terms Pool Transmission Facility,*
2 *Merchant Transmission Facility and Other Transmission Facility into the*
3 *definition of ETUs?*

4 **A:** In addressing the treatment of ETUs, the ETU Rule Changes do not alter the
5 existing Tariff structure. The structure of a proposed transmission project –
6 whether internal or external to the New England Control Area, merchant or cost-
7 based, etc. – must function within the existing dispatch, market and tariff structure
8 of the New England system.

9
10 **Q:** *What is the existing dispatch structure in New England?*

11 **A:** The ISO OATT does not employ a system of physical rights and advanced
12 reservations for point-to-point transmission service for transactions over New
13 England’s regional transmission system, the PTF. Rather, the ISO OATT offers
14 two unique services over the regional transmission system – Regional Network
15 Service and Through or Out Service. These services differ significantly from the
16 services described in the Commission’s *pro forma* OATT in that they are
17 provided generating resources without the need for physical reservations and
18 scheduling of transmission prior to their use of the PTF. Instead, these services
19 work in conjunction with the New England market design to allow for use of the
20 PTF based on the market scheduling of energy injections and withdrawals on the
21 PTF. Generating resources interconnected within the New England Control Area
22 are dispatched based on five-minute intervals using a security-constrained
23 economic commitment and dispatch system. Off-system energy over external

1 interconnections from resources external to New England is delivered via hourly
2 bilateral transactions. These external offers are scheduled hourly along with the
3 dispatch of internal generating resources in an economic manner according to the
4 Market Rules.

5
6 Given this existing structure, bilateral arrangements providing for firm or priority
7 physical transmission rights based on some reserved capacity over any internal
8 transmission facilities, for example, would not be consistent with the design of the
9 New England system and, therefore, are not a part of the proposed ETU Rules
10 Changes. Conversely, bilateral arrangements providing rights for the use (*i.e.*, the
11 ability to submit bids for external contracts over the facility) of a transmission
12 project involving a controllable transmission facility with a terminus located
13 outside of the New England Control Area, would be compatible with the existing
14 dispatch, market and tariff structure of the New England system. So, to ensure
15 the current Tariff design is maintained, the ETU Rule Changes provide for all
16 ETUs to be treated in the same manner as similarly-situated transmission facilities
17 today. There can be no physical transmission priority rights recognized for any
18 internal transmission facilities, whether or not it is categorized as something other
19 than PTF.

20 To further ensure ETUs fit within the existing Tariff structure, the ETU Rule
21 Changes also provide in the ETU Interconnection Procedures for ETUs to be
22 categorized as either Internal ETUs or External ETUs. Internal ETUs refer to
23 transmission facilities that interconnect to the Administered Transmission System

1 solely within the New England Control Area, and External ETUs are transmission
2 facilities that interconnect the Administered Transmission System within the New
3 England Control Area with another Control Area.

4 The specific interconnection service rights that an ETU Interconnection Customer
5 may request under the ETU Interconnection Procedures and the treatment of the
6 ETU in the FCM depends on the type of ETU – that is, is the ETU an internal or
7 external tie line and is it classified as PTF, MTF or OTF.

8 ***Q: Are the steps and deadlines incorporated in the ETU Interconnection***
9 ***Procedures any different than those established in the LGIP?***

10 A: The ETU Interconnection Procedures closely follow the steps and deadlines that
11 must be met in the LGIP for all ETU Interconnection Requests. They primarily
12 consist of three stages: Interconnection Request, Interconnection Studies and
13 Interconnection Agreement. I briefly describe each step, below.

14

15 ***Q: Please describe the requirements for initiating the ETU interconnection***
16 ***process.***

17 A: To initiate the interconnection process, an ETU Interconnection Customer must
18 submit a valid Interconnection Request. The requirements for establishing a valid
19 Interconnection Request, which are specified in Section 3.1 and 3.3 of the ETU
20 Interconnection Procedures, are the same as in the LGIP. That is, the ETU
21 Interconnection Customer must submit: (1) a completed ETU Interconnection
22 Request Form together with all required technical data; (2) an initial \$50,000
23 deposit; and, (2) Site Control or additional \$10,000 deposit in lieu of Site Control

1 unless the Interconnection Request is for CNIIS, in which case Site Control is
2 always required. The deposit structure in the ETU Interconnection Procedures
3 and the manner in which the deposits will be applied is the same as that provided
4 in the LGIP.

5
6 While the Site Control requirements are based on those set out in the LGIP,
7 certain deviations were warranted to better fit transmission facilities. First, the
8 ETU Rule Changes revise the existing definition so that Site Control relates to the
9 location of the ETU's terminals in the New England Control Area instead of the
10 site or path of the ETU. This change also warranted an expansion of the
11 definition to include easements, options to acquire easements, or license as indicia
12 of Site Control. As these may be equally applicable in the context of Generating
13 Facilities, the ETU Rule Changes also revise the definition of Site Control in the
14 Generating Facility Interconnection Procedures to include easements, options to
15 acquire easements, or license as further indicia of Site Control. To parallel the
16 LGIP, the ETU Interconnection Procedures also provide for a \$10,000 deposit to
17 be submitted in lieu of Site Control for non-CNIIS Interconnection Requests, and
18 specifies two exemptions to the Site Control requirement. Specifically, no Site
19 Control will be required where the Interconnection Request relates to a
20 modification to an existing transmission facility and the modification proposed
21 does not require additional real property, and where the Interconnection Request
22 is for the modification of an existing PTF that is not owned by the Interconnection

1 Customer (e.g., the ETU Interconnection Request provides for reconductoring
2 existing PTF). These exceptions are comparable to the treatment of generators.

3

4 ***Q: Are there any additional requirements for ETU Interconnection Customers at***
5 ***the Interconnection Request stage of the process?***

6 A: The ETU Rule Changes incorporate in Section 3.3 of the ETU Interconnection
7 Procedures an additional requirement for Interconnection Requests for External
8 ETUs. Specifically, within 60 days of submitting an Interconnection Request to
9 the ISO, the ETU Interconnection Customer must also provide evidence that it has
10 submitted a valid request with the other Control Area to which it seeks to
11 interconnect. This requirement will not only provide further indication of a viable
12 project, but will also facilitate the coordination between the ISO and the other
13 Control Area so the proposed transmission project can be studied in a proper and
14 coordinated manner.

15

16 ***Q: When will an ETU Interconnection Request be assigned a Queue Position in***
17 ***the ISO Queue?***

18 A: With a valid Interconnection Request, the ETU Interconnection Request will be
19 assigned a meaningful Queue Position in the Queue based on the date and time of
20 receipt, consistent with the Commission's well-established "first-come, first-
21 served" approach. This will place the ETU Interconnection Request on par with
22 other Interconnection Requests submitted to the ISO, ending the constant Queue
23 Position "free-fall." As is the case for Generating Facilities, the Queue Position

1 will be used to determine the relative order of performing the applicable
2 Interconnection Studies and cost responsibilities for the facilities necessary to
3 accommodate the request. Similar to the treatment of Generating Facilities, ETU
4 Interconnection Customers must actively pursue the process and complete all
5 applicable milestones, and any changes to the Interconnection Request will be
6 subject to Material Modification review.

7
8 ***Q: Please describe the Interconnection Study stage of the ETU interconnection***
9 ***process.***

10 A: The ETU Rule Changes adopt in Sections 6 through 8 of the ETU Interconnection
11 Procedures the same three-phase study construct as in the LGIP – Feasibility
12 Study, System Impact Study and Facilities Study. The procedures also offer ETU
13 Interconnection Customers the same options available to Generating Facilities to
14 streamline the study process. That is, ETU Interconnection Customer may opt to
15 have the Feasibility Study conducted as part of the System Impact Study, and
16 expedite the interconnection by waiving the Facilities Study and instead pursue an
17 Engineering and Procurement Agreement with the Interconnecting Transmission
18 Owner and proceed to the development of the Interconnection Agreement.

19
20 ***Q: Is the scope of the Interconnection Studies any different than the scope for***
21 ***Generating Facility Interconnection Studies?***

22 A: The proposed ETU Interconnection Procedures provide for ETU Interconnection
23 Studies to be performed in a manner similar to Interconnection Studies for

1 Generating Facilities; however, they expand that scope to accommodate specific,
2 well-defined objectives of the ETU Interconnection Customer. ETU
3 Interconnection Studies will be performed in a manner that is consistent with the
4 objective identified in the Interconnection Request – for example, identifying
5 upgrades to improve the energy integration of a Generating Facility – and that
6 avoids any significant adverse effect on the reliability, stability, and operability of
7 the New England Transmission System, including protective against the
8 degradation of transfer capability for interfaces affected by the ETU.

9

10 ***Q: Please describe the Interconnection Agreement stage of the ETU***
11 ***interconnection process.***

12 **A:** As I mentioned earlier in my testimony, the current ETU interconnection process
13 provides for the ETU applicant to enter into interconnection and support
14 agreements with the interconnecting and affected transmission owners, but not the
15 ISO. The ETU Rule Changes modify this construct. Because the ETU
16 Interconnection Procedures follow the same structure as Schedule 22, the ETU
17 interconnection process culminates with a three-party standardized ETU
18 Interconnection Agreement among the ETU Interconnection Customer, the
19 Interconnecting Transmission Owner and the ISO, as the System Operator.

20

21 Section 11 of the ETU Interconnection Procedures reflects the same process
22 provided in the LGIP for the development, negotiation and execution of the ETU
23 Interconnection Agreement, and delineates the same filing rights as between the

1 ISO and the Interconnecting Transmission Owner. This change in the process
2 also necessitated conforming revisions to the TOA, which I describe later on in
3 my testimony.

4
5 Just like the *pro forma* LGIA in Schedule 22, the ETU Interconnection
6 Agreement, among other things, will describe the ETU, set forth the terms and
7 conditions for the interconnection of the ETU to the Administered Transmission
8 System, including the system upgrades that must be constructed at the ETU
9 Interconnection Customer's expense, and establish the milestones that must be
10 achieved by the Interconnection Customer and the Interconnecting Transmission
11 Owner to build, interconnect and place the ETU into Commercial Operation.

12 While the ETU Interconnection Agreement closely resembles the *pro forma*
13 LGIA, it reflects some deviations, given its application for the interconnection of
14 a transmission facility instead of a generator. The changes are intended to
15 accommodate for operational differences.

16
17 In addition to the ETU Interconnection Agreement, Section 11 of the ETU
18 Interconnection Procedures provides for all ETUs to be under the operational
19 control of the ISO pursuant to a Transmission Operating Agreement and to have a
20 rate schedule in place for service over the facility prior to achieving commercial
21 status.

22
23

1

2 **Q: *What form of Interconnection Service is available to ETU Interconnection***
3 ***Customers under the ETU Interconnection Procedures?***

4 A: Under the ETU Interconnection Procedures, all ETUs will receive Interconnection
5 Service upon completing the interconnection process and achieving commercial
6 status. Interconnection Service is defined as the right to interconnect a
7 transmission facility to the New England Administered Transmission System.
8 The ETU Rule Changes also introduce in the ETU Interconnection Procedures
9 two new forms of capacity and energy interconnection service – Capacity
10 Network Import Interconnection Service and Network Import Interconnection
11 Service – for the interconnection of all new controllable External ETUs that are
12 classified as MTF or OTF to the Administered Transmission System in a manner
13 similar to internal Generating Facilities.

14

15 **Q: *Why are only controllable MTF/OTF External ETUs eligible to request CNIIS***
16 ***or NIIS under the ETU Interconnection Procedures?***

17 A: Because of its technical and operational features, a controllable transmission
18 facility that sources energy in another Control Area and sinks it in New England
19 appears – for purposes of markets, scheduling and dispatch – as an energy source
20 at its point of termination in the New England Control Area. In other words, a
21 controllable transmission facility, when combined with an import contract,
22 essentially looks like a generator lead in the New England system. This allows
23 for controllable External ETUs to be interconnected in a manner similar to

1 internal Generating Facilities. The ETU Rule Changes limit the CNIIS and NIIS
2 treatment to External ETUs that are classified as MTF or OTF because those are
3 the types of transmission facilities over which bilateral arrangements for firm
4 priority rights may be recognized.

5
6 The ETU Rule Changes do not extend CNIIS or NIIS to Internal ETUs because
7 the capacity and energy interconnection service are allocated to internal
8 Generating Facilities in accordance with the Generating Facility Interconnection
9 Procedures. Moreover, firm or priority physical transmission rights based on
10 reserved capacity over internal transmission facilities would be inconsistent with
11 the design of the New England markets. Similarly, CNIIS or NIIS are not
12 available for External ETUs that are PTF or not controllable, because the private
13 and public interconnection service rights cannot be distinguished from each other.
14 Finally, the mechanism by which an External ETU may facilitate capacity export
15 supported by a Capacity Network Resource from the New England Control Area
16 to another Control Area is already established in the existing FCM design, and the
17 ETU Rule Changes do not modify those existing provisions.

18

19 ***Q: Please describe CNIIS and NIIS.***

20 A: Under the proposed ETU Interconnection Procedures, all new controllable
21 MTF/OTF External ETUs must specify whether they are seeking CNIIS or NIIS
22 in Interconnection Request. CNIIS and NIIS are comparable to the
23 Interconnection Services offered to Generating Facilities under the Generating

1 Facility Interconnection Procedures – Capacity Network Resource
2 Interconnection Service and Network Resource Interconnection Service.

3
4 Like NRIS, NIIS allows for a controllable MTF/OTF External ETU that does not
5 seek capacity treatment to interconnect under the same Network Capability
6 (“NC”) Interconnection Standard applicable to Generating Facilities for the
7 purpose of delivering energy. For NIIS Interconnection Requests, the ISO
8 performs the Interconnection Studies applying the NC Interconnection Standard
9 to determine the minimum upgrades that are necessary to permit the
10 Interconnection Customer to interconnect in a manner that avoids any significant
11 adverse effect on the reliability, stability, and operability of the New England
12 Transmission System and protects against the degradation of transfer capability
13 for interfaces affected by the request. This was previously referred to as the
14 Minimum Interconnection Standard.

15
16 CNIIS allows for a controllable MTF/OTF External ETU seeking capacity
17 delivery rights to interconnect under the same Capacity Capability (“CC”)
18 Interconnection Standard as Generating Facilities seeking CNRIS to deliver
19 capacity and energy. The CC Interconnection Standard incorporates elements of
20 the NC Interconnection Standard and the FCM overlapping interconnection
21 impact standard – the intra-zonal deliverability standard – to determine whether
22 the proposed facility can provide incremental capacity to the system. Through
23 this analysis, performed pursuant to the same CNR Group Study set forth in

1 Generating Facility Interconnection Procedures, the level at which the facility can
2 operate without the re-dispatch of other new or existing capacity resources is
3 determined.

4
5 ***Q: What are the requirements for a controllable MTF/OTF External ETU to***
6 ***achieve NIIS and CNIIS?***

7 A: Prior to achieving NIIS or CNIIS, an ETU Interconnection Customer must
8 complete the interconnection process steps that I described earlier, including
9 participating in a Scoping Meeting, completing the Interconnection Studies,
10 entering into an Interconnection Agreement, and achieving commercial status.
11 Upon completing these steps, the ETU Interconnection Customer will be eligible
12 to receive NIIS in the amount equal to Network Import (“NI”) Capability – that is,
13 the maximum net megawatt electrical capability at the Point of Interconnection.
14 The allocation of capacity interconnection service – CNIIS – to a controllable
15 MTF/OTF External ETU is based on the results of the FCM, similar to CNRIS.
16 Accordingly, the ETU Interconnection Procedures incorporate the FCM-specific
17 milestones that the ETU Interconnection Customer must meet before it can
18 achieve CNIIS.

19
20 ***Q: Please describe the interconnection process for CNIIS requests.***

21 A: The CNIIS structure established in the ETU Interconnection Procedures follows
22 the same construct for CNRIS. Today, Generating Facilities can only be
23 considered or counted as capacity in accordance with the FCM rules. In other

1 words, to become a capacity resource and receive a capacity payment, a
2 Generating Facility must qualify, participate and receive a Capacity Supply
3 Obligation through the mechanism established in the FCM rules. The ETU Rule
4 Changes apply the same construct to controllable MTF/OTF External ETUs
5 seeking CNIIS. To achieve CNIIS, ETU Interconnection Customer's
6 Interconnection Request for CNIIS must also: (1) be associated with a Show of
7 Interest Form for participation in a Forward Capacity Auction; (2) participate in a
8 CNR Group Study associated with that Forward Capacity Auction, which is
9 performed as part of the qualification process that includes the initial
10 interconnection and overlapping interconnection impact analysis in advance of the
11 Forward Capacity Auction; (3) comply with the FCM rule requirements,
12 including qualifying, posting financial assurance, participating in the auction, and
13 receiving a Capacity Supply Obligation through the FCM; and, participate in a re-
14 study of the CNR Group Study or, as needed, the applicable Interconnection
15 Study to determine cost responsibility of upgrades based on the results of the
16 FCM.

17

18 ***Q: What is the mechanism by which an ETU completes the additional FCM rule***
19 ***requirements?***

20 A: External ETUs cannot independently participate in the FCM; however, they are
21 able to support the participation of import contracts in the FCM. Accordingly, the
22 ETU Rule Changes revise Section III.13 of Market Rule 1, which contains the
23 FCM Rules, to establish a mechanism by which an External ETU seeking CNIIS

1 can become associated or bundled with an Import Capacity Resource that
2 participates in the FCM. The revisions to the FCM Rules to incorporate that
3 mechanism are described in Sections III.A and III.B of the Karl Testimony.

4
5 As relevant here, the ETU Rule Changes provide for that relationship to be
6 recognized in the ETU Interconnection Procedures. The ETU Interconnection
7 Procedures recognize the ETU Interconnection Customer's completion of the
8 FCM-related milestones through its counterparty – that is, the Import Capacity
9 Resource. Under this construct, the Import Capacity Resource associated with the
10 External ETU seeking CNIIS submits a Show of Interest Form, in which it is
11 required to identify the Queue Position for the associated External ETU's CNIIS
12 Interconnection Request, Site Control and other information that is necessary for
13 the ISO to perform the requisite studies to determine whether the Import Capacity
14 Resource, together with the External ETU, can provide incremental capacity to
15 the system. The Import Capacity Resource also submits the required
16 Qualification Package, including critical path schedule so that the ISO can
17 evaluate the feasibility of the project (External ETU bundled with the Import
18 Capacity Resource) to be constructed and achieve commercial operation by the
19 start of the Capacity Commitment Period associated with the Forward Capacity
20 Auction. The Import Capacity Resource also posts financial assurance,
21 participates in a Forward Capacity Auction, and, ultimately, receives a Capacity
22 Supply Obligation through the FCM mechanisms. CNIIS is assigned to the ETU
23 Interconnection Customer when its associated Import Capacity Resource clears in

1 the FCM, and the CNIIS will be maintained until the time the External ETU is no
2 longer coupled with an Import Capacity Resource that participates in FCM. The
3 CNIIS will be at the CNI Capability, which is equal to the amount of Capacity
4 Supply Obligation obtained by the Import Capacity Resource in the FCM, similar
5 to a Generating Facility's CNR Capability.

6

7 ***Q: When is the External ETU's CNIIS Interconnection Request included in the***
8 ***CNR Group Study for the overlapping interconnection impacts assessment?***

9 **A:** Section 4.4 of the ETU Interconnection Procedures will determine the timing and
10 order in which an External ETU's CNIIS Interconnection Request will be
11 included in the CNR Group Study for the initial interconnection analysis,
12 including overlapping impacts assessment, similar to CNRIS Interconnection
13 Requests. More specifically, Section 4.4.1 provides for an External ETU's CNIIS
14 Interconnection Request to be included in the CNR Group Study associated with
15 the Forward Capacity Auction for which the associated Import Capacity Resource
16 submitted a Show of Interest Form for purposes of qualifying for participation in
17 a Forward Capacity Auction in relative order to other CNRIS and CNIIS requests
18 seeking to also qualify for that same Forward Capacity Auction. In other words,
19 the External ETU will be evaluated as part of its associated Import Capacity
20 Resource's qualification process, in a manner similar to new internal Generating
21 Facilities seeking to qualify in the Forward Capacity Auction to achieve CNRIS.
22 As the Queue Position rules apply equally to Generating Facilities and ETUs
23 seeking CNRIS and CNIIS, respectively, the ETU Rule Changes make

1 corresponding revisions in Schedules 22 and 23 so that the same rules are
2 reflected in each of the interconnection procedures.

3

4 **Q:** *Do the ETU Rule Changes extend any other treatments that are available to*
5 *Generating Facilities seeking CNRIS to External ETUs eligible for CNIIS?*

6 A: For comparability, the ETU Rule Changes also extend, to External ETUs seeking
7 CNIIS, the conditional qualification and long lead facility treatments that are
8 available to Generating Facilities seeking CNRIS.

9

10 **Q:** *What is the conditional qualification treatment?*

11 A: The conditional qualification provisions in the Tariff apply to instances where two
12 competing resources in different Queue Positions share overlapping
13 interconnection impacts. More specifically, where two distinct Generating
14 Facilities seeking CNRIS in separate Queue Positions share the *same* overlapping
15 interconnection impacts, the FCM Rules allow for the Generating Facility with
16 the *lower* Queue Position – defined in the Tariff as the “Conditional Qualified
17 New Generating Capacity Resource” – to “conditionally” qualify for the FCA
18 along with the Generating Facility with the *higher* Queue Position – referred to as
19 the “primary resource,” instead of disqualifying it solely on the basis of its lower
20 Queue Position. Under the conditional qualification rules, the conditional
21 resource and the primary resource can both participate and offer their capacity in
22 the Forward Capacity Auction; however, as both resources share overlapping
23 interconnection impacts that cannot all be addressed by the start of the relevant

1 Capacity Commitment Periods, only one resource is permitted to clear in the
2 Forward Capacity Auction. The conditional and primary resources are mutually
3 exclusive.

4

5 ***Q: How do the External ETUs revise the conditional qualification provisions to***
6 ***include External ETUs seeking CNIIS?***

7 A: The revisions to the FCM Rules to extend the conditional qualification treatment
8 to the External ETU-Import Capacity Resource bundle are explained in Section
9 III.C of the Karl Testimony. The ETU Rule Changes, however, make certain
10 conforming changes to the Queue Position rules in the Generating Facility and
11 ETU's Interconnection Procedures. While the conditional qualification
12 provisions are in the FCM Rules, the Queue Position rules address the re-
13 allocation of upgrade and cost responsibility in the event the conditional resource
14 clears, in which case, it will become an Existing Generating Capacity Resource
15 with no additional overlapping interconnection impact upgrades responsibilities
16 beyond those associated with the Forward Capacity Auction in which it cleared.
17 For subsequent Forward Capacity Auctions, the primary resource will need to
18 respect it and may be responsible for the overlapping interconnection impacts for
19 which the conditional resource would have been responsible had the primary
20 resource cleared first.

21

22 ***Q: Please explain the long lead treatment.***

1 A: Currently, the long lead treatment applies to Generating Facilities – a Long Lead
2 Time Generating Facility (“Long Lead Facility”) – with a development cycle that
3 is longer than the period between the upcoming Forward Capacity Auction and
4 the start of the Capacity Commitment Period associated with that Forward
5 Capacity Auction, which is approximately three years. Under a first-cleared, first-
6 served construct, Generating Facilities with a long development cycle could be
7 exposed to additional interconnection cost and upgrade responsibilities as a result
8 of lower-queued projects with a shorter development cycle participating and
9 clearing in an earlier Forward Capacity Auction. Schedule 22 of the OATT
10 provides the Long Lead Facilities the option to provide additional deposits that
11 may become non-refundable, and to study and secure their costs and upgrade
12 responsibilities for participation in the FCM, so that they are not disadvantaged by
13 lower-queued resources that are able to clear in earlier auctions due to their
14 shorter development cycles. The Long Lead Facility treatment provides for the
15 facility, after the completion of the System Impact Study, to be modeled in the
16 base case for the next CNR Group Study to determine whether the Long Lead
17 Facility would have qualified to participate in the Forward Capacity Auction
18 associated with that group study, but for its development or significant
19 transmission upgrades. Upon completion of the CNR Group Study, the Long
20 Lead Facility is subject to re-study to determine its upgrade responsibilities, and
21 for which the customer must commit to. Thereafter, the Long Lead Facility is
22 modeled in the base case for the CNR Group Studies that precede the Forward
23 Capacity Auction for the Capacity Commitment Period by which the facility is

1 expected to be commercial. As such, lower-queued resources in a CNR Group
2 Study for an earlier Forward Capacity Auction will need to account for the Long
3 Lead Facility in those studies as if it was an Existing Generating Capacity
4 Resource.

5
6 ***Q: Please describe the ETU Rule Changes extending the long lead treatment to***
7 ***External ETUs seeking CNIIS?***

8 A: The ETU Rule Changes replace the term “Long Lead Time Generating Facility”
9 with “Long Lead Time Facility” so that it is equally applicable to Generating
10 Facilities seeking CNRIS and ETUs seeking CNIIS, and they incorporate in the
11 ETU Interconnection Procedures the same long lead treatment provisions that are
12 in Schedule 22, as revised so to account for External ETUs.

13

14 **B. Revisions to the tie benefits calculation rules to exclude External**
15 **ETUs eligible for CNIIS and NIIS.**

16 ***Q: Please summarize the revisions to the tie benefits calculation Tariff provisions.***

17 A: The ETU Rule Changes modify the tie benefits calculation provision in Section
18 III.12.9 of the Tariff to provide that there will be no tie benefits allocated over
19 External ETUs eligible for CNIIS or NIIS.

20

21 ***Q: What is the rationale for excluding External ETUs eligible for CNIIS or NIIS***
22 ***from the tie benefits calculation?***

1 A: Under the ETU Rule Changes, all ETU Interconnection Customers with a
2 controllable MTF/OTF External ETU must request CNIIS and/or NIIS. The ETU
3 Rule Changes provide for the allocation of capacity interconnection service
4 through the FCM, which sets forth the mechanics to assess deliverability through
5 the qualification process and secured through an obligation. CNIIS, as I
6 explained earlier, will be assigned to the ETU Interconnection Customer when it
7 is associated with an Import Capacity Resource which clears in the FCM, and it
8 will be preserved for the ETU Interconnection Customer so it can realize the
9 value of its investment. As such, External ETUs eligible for CNIIS or NIIS will
10 not be used for tie benefits. Absent the proposed revisions to Section III.12.9, the
11 current process would provide for the calculation of tie benefits over these
12 facilities before any new import contracts in the FCM. Counting or assigning tie
13 benefits to External ETUs eligible for CNIIS or NIIS would be taking what is
14 preserved for the ETU Interconnection Customer in the ETU Interconnection
15 Agreement. The construct established by the ETU Rule Changes is appropriate in
16 that it promotes resource participation in the FCM and creates certainty through
17 performance obligations. It results in a market product that has rights and
18 obligations, with offer requirements and performance standards.

19
20 ***Q: Do the ETU Rule Changes proposed in this filing change the treatment of***
21 ***existing transmission facilities?***

22 A: The ETU Rule Changes proposed in this filing do not change the treatment for
23 existing external facilities. Existing external interfaces will continue to receive

1 the same treatment they receive today related to tie benefits. An eligible existing
2 external interface, however, may seek CNIIS or NIIS through a new ETU
3 Interconnection Request, after which such an interface will be subject to the ETU
4 Rule Changes, which provide for no tie benefits for the entire facility.

5
6 **C. Revisions to support an Internal ETU’s association with specific**
7 **Generating Facilities seeking to qualify for the FCM.**

8 *Q: What substantive changes are being made with respect to Internal ETUs?*

9 A: The ETU Rule Changes revise the FCM qualification rules and the Queue
10 Position rules in the Generating Facility Interconnection Procedures to specify
11 how Internal ETUs can become associated with Generating Facilities seeking to
12 qualify for the FCM.

13
14 *Q: Are Generating Facilities seeking CNRIS required to be associated with an*
15 *Internal ETU?*

16 A: The ETU Rule Changes do not change the Generating Facility Interconnection
17 Procedures design. A Generating Facility with a CNRIS Interconnection Request
18 is not required to be associated with an Internal ETU. The ETU Rule Changes
19 simply create a construct by which Internal ETUs can become directly associated
20 with specific Generating Facilities seeking CNRIS, in order to increase the ability
21 of those Generating Facilities to meet the CC Interconnection Standard and
22 thereby participate in the FCM in effort to achieve capacity resource status.

23

1

2 **Q: *How does an Internal ETU become associated with a Generating Facility***
3 ***seeking CNRIS?***

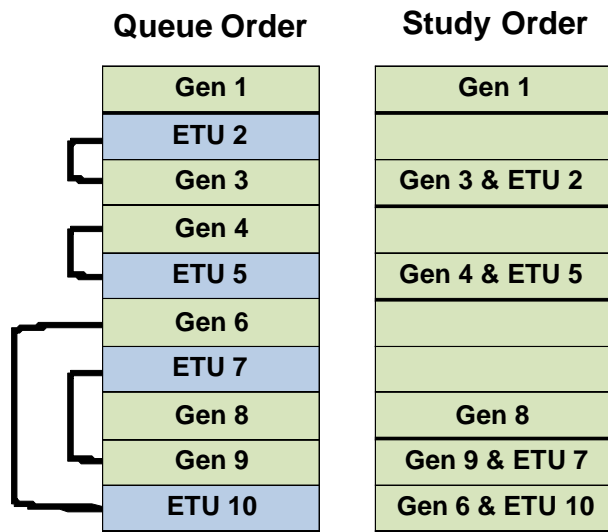
4 A: The ability of an ETU Interconnection Customer to establish a meaningful Queue
5 Position for an Internal ETU Interconnection Request enables the association of
6 the proposed Internal ETU with a Generating Facility seeking CNRIS. As I
7 briefly mention above, an Interconnection Customer requesting capacity resource
8 status for a proposed Generating Facility must complete FCM-specific milestones,
9 including submitting a Show of Interest Form, with information that facilitates the
10 ISO's performance of the CNR Group Study's initial interconnection and
11 overlapping interconnection impacts analysis. The ETU Rule Changes, as
12 explained in Section III.C of the Karl Testimony, revise the FCM qualification
13 rules to specify how a Generating Facility seeking to qualify for the FCM informs
14 the ISO of its association with an Internal ETU Interconnection Request.

15

16 **Q: *How is an Internal ETU and a Generating Facility studied together to assess***
17 ***the Generating Facility's qualification in the FCM?***

18 A: Where a relationship between an Internal ETU and a specific Generating Facility
19 has been established in accordance with the revised FCM Rules, the Queue
20 Position rules in the Generating Facility and ETU's Interconnection Procedures
21 then determine the relevant order in which the Generating Facility's
22 Interconnection Request and the Interconnection Request for the associated
23 Internal ETU will be included in the CNR Groups Study to assess the Generating

1 Facility's qualification in the FCM. As revised by the ETU Rule Changes, the
 2 Queue Position rules provide that when the Generating Facility and the associated
 3 Internal ETU are at different Queue Positions, the Generating Facility's and the
 4 associated Internal ETU's Interconnection Request will be included in the CNR
 5 Group Study at the *lower* of the Generating Facility's or the associated Internal
 6 ETU's Interconnection Request Queue Position. Moreover, because it is possible
 7 that an Internal ETU may support more than one Generating Facility seeking
 8 CNRIS, the ETU Rule Changes also revise the Queue Position rules to address the
 9 circumstances in which the Queue Position for the Internal ETU's Interconnection
 10 Request is lower than that of the associated Generating Facilities, as the existing
 11 construct cannot support the consideration of the multiple Generating Facilities at
 12 the Internal ETU's lower Queue Position. The following table illustrates these
 13 CNR-Group Study Queue Position rules.



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Q: *How will the Generating Facility seeking to qualify for the FCM realize any benefit created by the Internal ETU?*

A: Any qualification benefit created by the Internal ETU to the proposed Generating Facility will be allocated in the Queue Position order of the Generating Facilities in the CNR Group Study. If a Generating Facility associated with an Internal ETU qualifies and obtains a Capacity Supply Obligation, the need for the Internal ETU to support the Generating Facility will be confirmed in the post-Forward Capacity Auction restudy. If the Internal ETU is needed, it will be automatically included in the FCM Network Model for subsequent Forward Capacity Auctions in accordance with Section III.12.6, as I explain next.

D. Revisions to include ETUs in the FCM Network Model.

Q: *Please describe the substantive changes to the Tariff.*

A: The ETU Rule Changes revise the Network Model provisions in Section III.12.6 of the Tariff to specify how and when ETUs will be included in the Network Model used for, among other things, the FCM qualification process, transfer limit determinations, requirements calculations, and tie benefit calculations. For context, the Network Model is essentially the starting condition for the CNR Group Study performed during the FCM qualification process to assess initial interconnection and overlapping impacts.

1

2 **Q: *What does Section III.12.6 currently provide?***

3 A: Section III.12.6 of the Tariff specifies the modeling assumptions for determining
4 the Network Model. That provision essentially establishes two time periods for
5 including resources and their associated transmission, as well as other
6 transmission upgrades in the Network Model. Specifically, Section III.12.6(a)
7 describes resources and facilities to be included in the Network Model that result
8 from *FCM participation*, and Section III.12.6(b) (together with Sections III.12.6.1
9 and III.12.6.2) provide for transmission to be included in the Network Model that
10 *is not the result of FCM participation*, but as a result of system expansion
11 activities. To be included in the Network Model independent of FCM
12 participation, a transmission owner may certify under Section III.12.6.2 that its
13 transmission upgrade will be in service by the start of the Capacity Commitment
14 Period for which the Network Model applies. This annual certification process
15 occurs in the fall, approximately five years prior to the start of the Capacity
16 Commitment Period, and uses the Regional System Planning Process Project List
17 as a starting point.

18

19 **Q: *Please describe how the ETU Rule Changes incorporate ETUs in the Network***
20 ***Model provisions.***

21 A: Rather than create new separate subsections for how an ETU is to be included in
22 the Network Model, the ETU Rule Changes restructure Section III.12.6 so that
23 ETUs can be integrated into the existing sections. As revised, Section III.12.6(a)

1 continues to describe the resources and transmission facilities to be included in
2 the Network Model for FCM participation, but now reflect ETUs.

3
4 Specifically, Section III.12.6(a)(i) includes all existing resources – that is,
5 resources that have received a Capacity Supply Obligation in a previous Forward
6 Capacity Auction – and the associated transmission facilities that are expected to
7 be in service for the relevant Capacity Commitment Period, regardless of whether
8 or not they are commercial at the time the Network Model is developed. Section
9 III.12.6(a)(ii) includes new FCM resources that do not have an obligation for the
10 Capacity Commitment Period, but that remain qualified to participate in the FCM
11 Reconfiguration Auctions and bilateral transactions. Section III.12.6(a)(iii)
12 includes all resources in the Queue for energy-only initial interconnection analysis
13 purposes.

14
15 The ETU Rule Changes also revise Section III.12.6.1 to clarify that Internal ETUs
16 that are in service will be included in the Network Model.

17
18 Finally, the ETU Rule Changes revise Section III.12.6.2 to include ETUs in the
19 certification process that is independent of FCM participation.

20

21 ***Q: What is the effect of these changes?***

22 **A:** With the supporting changes to Section III.12.6, External and Internal ETUs that
23 are in-service will be automatically included in the Network Model. Upon

1 request, External ETUs and Internal ETUs may also be included in the Network
2 Model through the certification process that is independent of the FCM. Such
3 requests will be subject to the ISO’s review in the same manner as requested
4 certifications today. Any External or Internal ETU whose construction is
5 dependent on FCM resource clearing will not be included in the Network Model
6 until after the associated resource has cleared and its inclusion will be in
7 accordance with Section III.12.6.1. ETUs that elect to pursue certification, but
8 are [intentionally] not associated with any specific New Import Capacity
9 Resource or New Generating Capacity Resource may be built to facilitate the
10 qualification of other resources in the FCM.

11

12 **E. Transition Rules for Pending ETU Applications**

13 ***Q: How will the ETU Rule Changes be applied to ETU applications that are***
14 ***pending the interconnection queue?***

15 **A:** The ETU Rule Changes specify in the ETU Interconnection Procedures the
16 application of the new rules to all pending ETU applications that were submitted
17 to the ISO pursuant to Section II.47.5 of the ISO OATT prior to February 16,
18 2015, the requested effective date. The transition rules incorporated in the ETU
19 Interconnection Procedures are based on the transition construct established in the
20 Commission’s Order No. 2003 for generators; however, they deviate from that
21 construct in that they first address how pending ETU applications can establish a
22 meaningful Queue Position. As I explained earlier, the ETU applications that are
23 pending in the interconnection queue have been subject to constant “free-fall.”

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Q: *Please describe the criteria the ETU Rule Changes apply to determine the Queue Position for ETU requests submitted prior to February 16, 2015?*

A: The ETU Interconnection Procedures provide for Queue Positions to be assigned based on the pending ETU application’s status in the study process. On the requested effective date, all pending ETU applications will be categorized and their Queue Positions will be adjusted as follows:

- Category 1 will include ETUs with a current and valid Section I.3.9 approval, and will be assigned a:
 - new Queue Position based on the date of their Section I.3.9 approval, and
 - a separate additional Queue Position placeholder, located at the bottom of the Queue in relative existing Queue order, for eligible External ETUs to submit a new CNIIS request, recognizing the addition of the new External ETU-specific Interconnection Services
- Category 2 and 3 will include ETUs without a current and valid Section I.3.9 approval. These ETUs will be assigned a meaningful Queue Position at the bottom of the Queue (below the separate additional Queue Position placeholder for ETUs with I.3.9 approval) and in relative Queue Order based on their System Impact Study Agreement (“SISA”) execution status and study status (*i.e.*, active vs. inactive), in the following manner:
 - Category 2 will include ETUs with a SISA executed prior to February 16, 2015, and that have been recognized by the ISO as actively under study. These ETUs will be placed in the Queue below ETUs with a current and valid Section I.3.9 approval. This category is intended to recognize ETUs with studies for which significant effort and progress had been made and were not held up waiting for completion of studies of relevant queued generator requests.
 - Category 3 will include ETUs with a SISA executed prior to February 16, 2015, but not recognized by the ISO as actively under study. These ETUs will be placed in the Queue below those ETUs recognized by the ISO as actively under study. The intent of this category is to recognize ETUs with studies that could not have started because they were waiting for the completion of studies for relevant queued

1 generators, and for which no significant effort or progress had been
2 made

- 3 • Finally, Category 4 will include ETUs that do not have an executed SISA
4 prior to February 16, 2015, and these ETUs will be placed in the Queue below
5 those ETUs with executed SISA, but not actively under study. This category
6 is intended to capture ETUs for which no study activity has occurred.

7 The ETU Rule Changes also specify the actions that the ETU Interconnection
8 Customer will need to take to advance to the next step of the interconnection
9 process for their “readjusted” Queue Position not to be deemed withdrawn.

10

11 ***Q: Do the ETU Rule Changes provide a period by which ETU Interconnection***
12 ***Customer must undertake the actions specified?***

13 **A:** Consistent with the transitions for generators, the ETU Rule Changes provide a
14 60-day transition period to facilitate an ETU Interconnection Customer’s
15 transition into the new rules.

16

17 **F. Conforming changes to support the creation of OATT Schedule 25.**

18 ***Q: Please identify the provisions that are being revised to support the creation of***
19 ***OATT Schedule 25.***

20 **A:** The ETU Rule Changes include a number of modifications in the Tariff and the
21 TOA to further support the creation of Schedule 25 of the ISO OATT for ETUs.
22 These revisions are reflected in Sections I.2.2, throughout Section II and in
23 Section IV.A of the Tariff, and in the TOA.

24

25 ***Q: Please describe the revisions throughout the Tariff that are necessary to reflect***
26 ***the addition of Schedule 25.***

1 A: We have discussed the addition of a new Schedule 25 to the ISO OATT in
2 Section II of the Tariff, which will apply to the interconnections of ETUs. To
3 reflect the addition of Schedule 25, the ETU Rule Changes also:

- 4 • Revise Section I.2.2 of the Tariff to incorporate the concepts and modified
5 terminology used in Schedule 25, and insert appropriate cross-references to
6 Schedule 25. For example, the definitions of CNIIS and NIIS and for the
7 associated CNI Capability and NI Capability have been added, and the
8 definition of ETU has been revised to reference the revised definition in
9 Schedule 25;
- 10
- 11 • Revise Section II.34 of the Tariff to remove references to Section II.47.5 for
12 modifications to external interfaces as those would fall under Schedule 25.
13
- 14 • Revise Sections II.46 and II.47.5 to replace references to Section II.47.5 with
15 Schedule 25, and to remove the interconnection process steps from Section
16 II.47.5 as those are being replaced with the interconnection process in
17 Schedule 25;
- 18
- 19 • Revise Schedules 22 and 23 of the ISO OATT to modify the definitions of CC
20 Interconnection Standard, NC Interconnection Standard, Long Lead Time
21 Facility, and Queue Position so that they also apply to ETUs; modify the Long
22 Lead Facility and Queue Position rules so that they match the same provisions
23 adopted in the ETU Interconnection Procedures; clarify the time-out
24 provisions for CNRIS Interconnection Requests; and, incorporate ETUs in the
25 study base case and re-study provisions; and,
26
- 27 • Revise Attachment K of the ISO OATT, which sets for the RSP Process, to
28 use terminology consistent with the definition of ETUs (*e.g.*, replace
29 references to “MTF” with “ETU” as MTFs are captured in the ETU
30 definition), delete references to Section II.47.5 for the conduct of Economic
31 Studies beyond those that are not funded by the region, and specify when
32 ETUs will be reflected in Needs Assessments in light of the new
33 interconnection process requirements; and,
34
- 35 • Revise Section IV.A of the Tariff to insert appropriate cross-references to
36 Schedule 25, with respect to the treatment of the Long Lead Time Facility
37 deposit.
38

39 Additional clean-up and other editorial clarifications are made, as well.

40

41

1 **Q:** *Please describe the revisions to the TOA.*

2 A: As I discuss earlier in my testimony, currently, Section II.47.5 of the Tariff
3 provides for ETU applicants to enter into interconnection and/or supporting
4 agreements with the interconnecting or affected transmission owners, but not the
5 ISO. The TOA currently sets forth two separate provisions for connections with
6 Generating Facilities (Section 2.05(a)), which is consistent with the
7 Interconnection Agreement requirements set forth in the Schedules 22 and 23
8 Interconnection Procedures, and with ETUs (Section 2.05(b)), which is based on
9 the existing Section II.47.5 and thereby provides for the ETU applicant to enter
10 into the respective agreements with the transmission owners. As the ETU
11 Interconnection Procedures now provide for the interconnection process to
12 culminate with a standardized interconnection agreement that includes the ISO as
13 a party, the ISO and the PTOs have agreed to consolidate the separate provisions
14 in Section 2.05 so that the provisions are equally applied to Generating Facilities
15 and ETUs. The revisions align the TOA with the requirements and obligations set
16 forth in Schedule 25.

17

18 **Q:** **Does this conclude your testimony?**

19 A: Yes, it does.

20

21

1 I declare under penalty of perjury that the foregoing is true and correct.

2

3 Executed on February 13, 2015

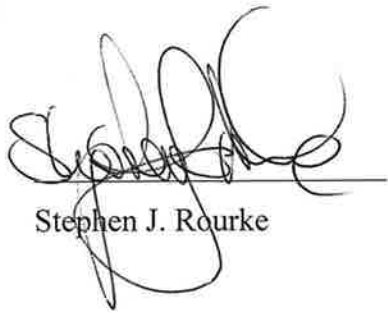
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Stephen J. Rourke

1 UNITED STATES OF AMERICA
2 BEFORE THE
3 FEDERAL ENERGY REGULATORY COMMISSION
4

5
6)
7 ISO New England Inc., et al.)
8)

Docket No. ER15-____-000

9
10 TESTIMONY OF MARK G. KARL
11 ON BEHALF OF ISO NEW ENGLAND INC.
12

13 I. INTRODUCTION

14 Q: Please state your name, title and business address.

15 A: My name is Mark G. Karl. I am the Vice President of Market Development for
16 ISO New England Inc. (the "ISO"). My business address is One Sullivan Road,
17 Holyoke, Massachusetts 01040.

18
19 Q: Please describe your work experience and educational background.

20 A: I have 33 years of diverse experience in the electric utility industry, of which
21 nearly 15 years have been with the ISO. I earned my Bachelor's degree in
22 Mechanical/Aerospace Engineering from the University of Pittsburgh in 1980,
23 and my Master's Degree in Business Administration from the University of
24 Pittsburgh in 1989, and I am a registered Professional Engineer in the
25 Commonwealth of Pennsylvania.

26
27 I presently am Vice President of Market Development with complete
28 responsibility for the design, analysis and development of all the wholesale
29 markets operated by the ISO, as well as responsibility for the management of the

1 external market stakeholder processes. Before becoming Vice President, I was
2 Senior Director of Resource Adequacy, with responsibility for the Load
3 Forecasting, Resource Adequacy, Forward Capacity Market Tariff and Auction
4 Groups. These groups operate the Forward Capacity Market, perform the studies
5 to set the New England capacity requirements, qualify generation and demand
6 resources for participating in the market, and perform economic and production
7 cost studies. Previously, I was Director of Market Development and Integration
8 and Manager of Market Design, where I was extensively involved in development
9 of the Resource Adequacy/Forward Capacity Market, the Forward Reserve
10 Market, and the Long Term Transmission Rights process, and was responsible for
11 development of the market rules and manuals for the ISO's implementation of its
12 Standard Market Design in 2003.

13
14 Prior to joining the ISO, I worked at the Duquesne Light Company in Pittsburgh
15 in a number of areas including Fossil and Nuclear Generation Engineering and
16 Operations, Risk Assessment, Regulatory Analysis, Finance, Structured
17 Transactions and System Planning, as well as participating in a number of
18 unregulated electric market related ventures. I had extensive involvement in the
19 restructuring and deregulation of the electric industry in Pennsylvania, including
20 development of retail choice pilot programs, asset valuation, stranded cost filings,
21 and asset divestiture.

22

1 **II. PURPOSE, SCOPE, AND SUMMARY OF TESTIMONY**

2 **Q:** *What is the purpose of your testimony?*

3 A: The testimony supports revisions to Section III.13 in Market Rule 1 of the ISO
4 New England Inc. Transmission, Markets and Services Tariff (“Tariff”), which
5 contain the Forward Capacity Market (“FCM”) Rules, as well as to the defined
6 terms in Section I.2.2 of the Tariff. The revisions make changes to these sections
7 of the Tariff to support the treatment of Elective Transmission Upgrades (“ETU”)
8 – participant funded transmission lines interconnecting to the New England
9 Administered Transmission System – in the FCM. I refer to these changes as the
10 “ETU Rule Changes.”

11

12 **Q:** *Please summarize the ETU Rule Changes.*

13 A: The ETU Rule Changes address the global treatment of ETUs in the Tariff, and
14 include:

- 15 • Revisions to the Open Access Transmission Tariff (“ISO OATT”) in Section II
16 of the Tariff to replace the existing ETU interconnection process with a new
17 Schedule 25 that will govern the interconnection of all forms of ETUs –
18 Internal ETUs and External ETUs – and define Interconnection Service for
19 them;
- 20 • Revisions to the Generating Facility Interconnection Procedures in Schedules
21 22 and 23 of the ISO OATT and Section III.13 of Market Rule 1 to support
22 new forms of capacity and energy interconnection services under Schedule 25
23 – Capacity Network Import Interconnection Service (“CNIIS”) and Network
24 Import Interconnection Service (“NIIS”) –for the interconnection of certain
25 External ETUs in a manner comparable to Generating Facilities;

26

- 1 • Revisions to Section III.13 of Market Rule 1 to incorporate External ETUs
2 seeking CNIIS in the existing FCM construct and allow for the bundling of an
3 External ETU and an Import Capacity Resource to participate in the FCM, and
4 to allocate CNIIS to the External ETU when the Import Capacity Resource
5 acquires a Capacity Supply Obligation, comparable to Generating Facilities;

- 6 • Revisions to Section III.12.9 of Market Rule 1 to provide for the allocation of
7 capacity interconnection service through the FCM where CNIIS will be
8 preserved for the ETU Interconnection Customer, meaning the External ETU
9 will not be used for tie benefits;

- 10 • Revisions to the Schedule 22 and 23 of the ISO OATT and Section III.13 of
11 Market Rule 1 to support a structure by which Internal ETUs with valid ETU
12 Interconnection Requests under Schedule 25 may become associated with
13 specific Generating Facilities and support the Generating Facilities’
14 qualification for the FCM to achieve capacity resource status;

- 15 • Revisions to Section III.12.6 of Market Rule 1 to model ETUs for FCM
16 purposes to promote resource participation in the FCM and create comparable
17 performance obligations to other FCM resources with capacity obligations;
18 and,

- 19 • Revisions to Sections I.2.2, throughout Section II, and Section IV.A of the
20 Tariff, and the Transmission Operating Agreement between the ISO and the
21 New England Participating Transmission Owners to reflect the addition of
22 Schedule 25.

23

24 ***Q: Are you going to address each of the ETU Rule Changes in your testimony?***

25 A: In my testimony I will explain and discuss the rationale for each substantive and
26 conforming change in Section III.13 of Market Rule 1 and changes to defined
27 terms in Section I.2.2 of the Tariff. These changes are necessary to incorporate
28 External ETUs that are eligible for CNIIS under new Schedule 25 of the ISO
29 OATT into the existing Import Capacity Resource framework in the FCM, and
30 allow for their bundling with an Import Capacity Resource for the completion of
31 FCM-related requirements and to achieve CNIIS. The changes also include
32 conforming changes that are necessary to support the creation of Schedule 25 for

1 the interconnection of ETUs. Mr. Stephen J. Rourke, Vice President of System
2 Planning for the ISO is providing separate testimony to address the substantive
3 and conforming changes in Section II and Section III.12 of the Tariff, as well as
4 the conforming changes in Sections I.2.2, throughout Section II, and Section IV.A
5 of the Tariff, and to the TOA (the “Rourke Testimony”).

6

7 **III. EXPLANATION OF THE PROPOSED REVISIONS**

8

9 **A. Revisions to Section III.13 of Market Rule 1 to Incorporate the**
10 **External ETU-Import Capacity Resource bundle.**

11

12 *Q: Please summarize the revisions to the FCM Rules in Section III.13 of Market*
13 *Rule 1.*

14 A: The core ETU Rule Changes to Section III.13 are in Section III.13.1.3, which sets
15 out the qualification requirements for Import Capacity Resources. The ETU Rule
16 Changes rely on the existing Import Capacity Resource framework in the FCM to
17 incorporate External ETUs eligible for CNIIS under Schedule 25 of the ISO
18 OATT, because that design already provides for the modeling of existing
19 interfaces, such as External ETUs, and allow for Import Capacity Resources to
20 qualify capacity imports over those interfaces. It is within the existing construct
21 in Section III.13.1.3 that the ETU Rule Changes establish the mechanism by
22 which an External ETU with a CNIIS Interconnection Request under Schedule 25
23 may become associated or bundled with an Import Capacity Resource to
24 participate in the FCM, and receive CNIIS, in manner comparable to new internal
25 Generating Facilities seeking to qualify and participate in the FCM as New

1 Generating Capacity Resources. The ETU Rule Changes also incorporate
2 conforming revisions in Section III.13 and in the defined terms in Section I.2.2 to
3 support the creation of the Schedule 25 of the ISO OATT and the External ETU-
4 Import Capacity Resource bundle construct.

5
6 ***Q: What substantive changes are being made to the Import Capacity Resource***
7 ***rules in Section III.13.1.3?***

8 A: The ETU Rule Changes provide for an Import Capacity Resource associated with
9 an External ETU seeking CNIIS under Schedule 25 of the ISO OATT to be
10 treated comparably to the way internal Generating Facilities seeking to participate
11 in the FCM as New Generating Capacity Resources are treated, and thereby
12 extend similar requirements to them. Accordingly, because Section III.13.1.3
13 applies to all Import Capacity Resources seeking to qualify for the FCM, the ETU
14 Rule Changes modify various provisions in Section III.13.1.3 to clearly
15 distinguish the qualification requirements applicable to Import Capacity
16 Resources associated with an External ETU seeking CNIIS from the qualification
17 requirements applicable to those Import Capacity Resources that are not
18 associated with an External ETU seeking CNIIS. In addition, the ETU Rule
19 Changes revise the Import Capacity Resource qualification requirements rules
20 (Section III.13.1.3) to incorporate the requirements for modeling External ETUs
21 that are eligible for CNIIS in the FCM and thereby facilitate an associated Import
22 Capacity Resource’s participation in a Forward Capacity Auction. To parallel the
23 treatment of New Generating Capacity Resources, the ETU Rule Changes also

1 revise the Import Capacity Resource qualification requirements in Section
2 III.13.1.3, as well as Sections III.13.1.3.3 and III.13.1.3.5 to specify the
3 requirements for Import Capacity Resources associated with External ETUs
4 seeking CNIIS to qualify for participation in a Forward Capacity Auction.
5 Consistent with the treatment of New Generating Capacity Resources, the ETU
6 Rule Changes also revise Section III.13.1.3.5.4 to apply the Capacity
7 Commitment Period Election provided in Section III.13.1.1.2.2.4 to Import
8 Capacity Resources associated with External ETUs seeking CNIIS, as well as
9 Section III.13.1.3.5.8 so such Import Capacity Resources may be eligible for the
10 Capacity Rationing Rule election in Section III.13.2.6. For the same reasons, the
11 ETU Rule Changes also revise the Financial Assurance requirements in Section
12 III.13.1.9 and the Qualification Process Cost Reimbursement Deposit (“QPCRD”)
13 provisions in Section III.13.19.3 to extend their application to Import Capacity
14 Resources associated with External ETUs seeking CNIIS.

15

16 ***Q: Please describe the mechanism created by the ETU Rule Changes for the***
17 ***modeling of External ETUs eligible for CNIIS in the FCM?***

18 A: The ETU Rule Changes modify Section III.13.1.3 to specify when an External
19 ETU seeking CNIIS will be modeled in the FCM. Currently, that provision
20 contains a table that specifies the external nodes associated with the existing
21 external interfaces over which Import Capacity Resource can qualify capacity
22 imports. The ETU Rule Changes remove that hard-coded external nodes table
23 from Section III.13.1.3 and insert cross-references to Attachment K of Section II

1 of the Tariff, which governs the establishment and mapping of external nodes
2 associated with external interfaces. This administrative change is necessary as
3 maintaining a hard-coded external nodes table would warrant Tariff changes each
4 time a new external interface and the associated external nodes are established.

5
6 The ETU Rule Changes also revise Section III.13.1.3 to specify the circumstances
7 in which an External ETU with a CNIIS Interconnection Request under Schedule
8 25 of the ISO OATT will be included in the FCM. The two instances are:

- 9 (1) after it has established a contractual association with an
- 10 Import Capacity Resource and that Import Capacity
- 11 Resource has met the FCM qualification requirements or
- 12 (2) after it has met the requirements of an Elective
- 13 Transmission Upgrade with Long Lead Time Facility
- 14 treatment pursuant to Schedule 25 [of the ISO OATT].

15
16 I will focus on the first instance, as the second instance relates to the Long Lead
17 Time Facility treatment extended to External ETUs with CNIIS Interconnection
18 Request under Schedule 25, which provides for the External ETU with a long
19 development cycle the option to study and secure their costs and upgrade
20 responsibilities for participation in the FCM, so that they are not disadvantaged by
21 lower-queued resources that are able to clear in earlier auctions due to their
22 shorter development cycles. The Long Lead Time Facility treatment is explained
23 in Section III.A of the Rourke Testimony.

24

1 **Q:** *How is the contractual association between an Import Capacity Resource and*
2 *an External ETU with an Interconnection Request for CNIIS established?*

3 A: To establish a relationship with an External ETU seeking CNIIS, the Import
4 Capacity Resource must identify the Queue Position of the External ETU's CNIIS
5 Interconnection Request in its New Capacity Show of Interest Form, and provide
6 evidence of its contractual association with the External ETU in the New Capacity
7 Qualification Package. The ETU Rule Changes incorporate this requirement in
8 the New Import Capacity Resources qualification process provisions in Section
9 III.13.1.3.5.1.

10

11 **Q:** *What is the rationale for requiring evidence of a contractual relationship*
12 *between the Import Capacity Resource and the External ETU seeking CNIIS?*

13 A: An External ETU seeking CNIIS must be bundled with committed supply from
14 another Control Area because the FCM mechanism for external capacity supply is
15 an Import Capacity Resource backed by a resource or system power which is not
16 counted or obligated as capacity in any other Control Area. The design
17 anticipates a relationship between the supply resource and the External ETU and
18 recognizes that the decision to build the External ETU may be dependent on
19 capacity market prices and quantities. The FCM requires a contractual
20 relationship between the supply physically located in another Control Area and
21 the transmission capability into the New England Control Area, as in the absence
22 of either component, there is no capacity. The construction of the External ETU

1 is elective in nature and privately funded, rather than subsidized, and the FCM
2 requires that the parties demonstrate their relationship in FCM qualification.

3

4 **B. Revisions to Section III.13.1.3 to specify the qualification**
5 **requirements for Import Capacity Resources associated with External**
6 **ETUs seeking CNIIS.**
7

8 *Q: What are the qualification requirements for an Import Capacity Resource*
9 *associated with an External ETU seeking CNIIS?*

10 A: Because Section III.13.1.3 governs the qualification of all Import Capacity
11 Resources for participation in the FCM, the ETU Rule Changes first revise
12 various provisions in Section III.13.1.3 to distinguish the qualification
13 requirements applicable to an Import Capacity Resource that is associated with an
14 External ETU seeking CNIIS from Import Capacity Resources that are not. These
15 modifications are reflected in Sections III.13.1.3, III.13.1.3.3.A, III.13.1.3.3.B,
16 III.13.1.3.5.2, III.13.1.3.5.3, and III.13.1.3.5.4. The qualification requirements for
17 Import Capacity Resources that are not associated with an External ETU seeking
18 CNIIS remain unchanged except as I specifically address later in my testimony.

19

20 The qualification requirements and the associated qualification process for an
21 Import Capacity Resource that has a contractual relationship with a non-
22 commercial External ETU seeking CNIIS are similar to the requirements of a
23 non-commercial New Generating Capacity Resource seeking to qualify for the
24 FCM. More specifically, the ETU Rule Changes modify Sections III.13.1.3.5.2,
25 III.13.1.3.5.3, and III.13.1.3.5.5 to require an Import Capacity Resource that seeks

1 to import capacity over a non-commercial External ETU interface to provide Site
2 Control and critical path schedule for the project, and to be subject to the initial
3 interconnection analysis, including the overlapping interconnection impacts
4 analysis, consistent with the qualification requirements of a New Generating
5 Capacity Resource in Sections III.13.1.1.2.2.1, III.13.1.1.2.2.2, and Section
6 III.13.1.1.2.3, respectively. This will facilitate the ISO's evaluation of the
7 feasibility of the project (External ETU bundled with the Import Capacity
8 Resource) to be constructed and achieve commercial operation by the start of the
9 Capacity Commitment Period associated with the Forward Capacity Auction.

10

11 The timing and order for including the Import Capacity Resource (and its
12 associated External ETU) in the CNR Group Study for the initial interconnection
13 and overlapping impacts analyses will be dictated by the Queue Position rules in
14 the Schedule 25 ETU Interconnection Procedures, as explained in Section III.A of
15 the Rourke Testimony. For clarity, however, the Import Capacity Resource (and
16 its associated External ETU) will be included in the CNR Group Study for the
17 initial interconnection and the overlapping impacts analyses that corresponds to
18 the Forward Capacity Auction for which the Import Capacity Resource seeks to
19 qualify based on the Queue Position order of the External ETU's CNIIS
20 Interconnection Request. Any qualification benefit created by the External ETU
21 to the associated Import Capacity Resource will be allocated in the Queue
22 Position order of the External ETU in the CNR Group Study.

23

1 Similar to the treatment of a non-commercial New Generating Capacity Resource,
2 an Import Capacity Resource associated with a non-commercial External ETU
3 seeking CNIIS will be subject to critical path schedule monitoring so that the ISO
4 can track and confirm that the new transmission investment will be commercial
5 for the Capacity Commitment Period. As I noted earlier in my testimony, once
6 the Import Capacity Resource is qualified, the new External ETU interface will be
7 modeled for FCM purposes, subject to the continued maintenance of CNIIS
8 through the Forward Capacity Auction offer requirement. I address the offer
9 requirement later in my testimony.

10

11 ***Q: Are there any changes to the qualification requirements for Import Capacity***
12 ***Resources not associated with External ETUs seeking CNIIS?***

13 **A:** During the review of the design for the ETU Rule Changes, it was identified that
14 an Import Capacity Resource cannot achieve “existing” treatment due to the
15 qualification process requirement that it resubmit its request to qualify, even if the
16 import already demonstrated a multi-year commitment. Consistent with the new-
17 versus-existing treatment of other resource types in the FCM, the ETU Rule
18 Changes revise Sections III.13.1.3.3.A, which applies to Existing Import Capacity
19 Resources that are not associated with an External ETU seeking CNIIS, and
20 III.13.1.3.3.B, which applies to Existing Import Capacity Resources associated
21 with an External ETU with CNIIS, to provide for these resources to be qualified
22 based on the multi-year contract values.

23

1 **Q:** *Please describe the ETU Rule Changes to the Capacity Commitment Period*
2 *Election rules in the FCM.*

3 A: The ETU Rule Changes do not specify a length for the import contract associated
4 with an External ETU seeking CNIIS. However, although not required, it is
5 anticipated that a multi-year import contract will support the External ETU. To
6 parallel the treatment of New Generating Capacity Resources, the ETU Rule
7 Changes revise Section III.13.1.3.5.4 to provide for a New Import Capacity
8 Resource with a multi-year contract associated with a new (generally, non-
9 commercial) External ETU the option as part of its New Capacity Qualification
10 Package to exercise the multi-year Capacity Commitment Period Election
11 provided in Section III.13.1.1.2.2.4, and thereby permit revenue and quantity
12 certainty for up to a seven year period.

13
14 **Q:** *What is the underlying purpose of the Capacity Commitment Period Election*
15 *rule and why is the ISO proposing to extend the election to New Import*
16 *Capacity Resources associated with an External ETU seeking CNIIS?*

17 A: Presently, a new generation resource offering into a Forward Capacity Auction
18 can elect to receive the capacity clearing price and capacity obligation associated
19 with that year's Forward Capacity Auction for up to six additional capacity
20 commitment periods (for a total of a seven-year "lock-in"). Whether the capacity
21 clearing prices for those six subsequent Forward Capacity Auctions are above or
22 below the resource's locked-in price, the resource will receive its first-year
23 Forward Capacity Auction capacity obligation and price, indexed for inflation.

24

1 The FCM and other capacity market designs include lock-in periods because
2 developers have a preference for price certainty: they will offer into the capacity
3 market at a lower price if they are guaranteed that price for a number of years.
4 The perceived risks in the FCM are currently unnaturally high and reflect more
5 than the normal price volatility expected over the long term. The lock-in period
6 for eligible new resources is designed to ameliorate this risk and its adverse
7 potential impact on new entry decisions. Furthermore, unlike other RTO markets,
8 New England does not have vertically-integrated utilities that can step in and
9 build new resources to assure the region's reliability planning criteria are met if
10 new, privately-financed capacity entry does not occur. Accordingly, the FCM
11 currently provides the seven-year lock-in option to facilitate competitive
12 generation entry.

13
14 Like new generation resources, External ETUs are large, capital-intensive projects
15 that have long development lead times and face considerable financial risk. When
16 associated with an Import Capacity Resource, an External ETU serves as a source
17 of competitive entry into the FCM that, through these ETU Rule Changes, the
18 ISO intends to treat comparably to new internal generation resources. By
19 providing a comparable, seven-year lock option to the Import Capacity Resource
20 associated with an External ETU, the ISO expects that capacity will be offered
21 into the FCM at a price than can directly compete, by virtue of facing the same
22 lock-in terms, with new generation resources that currently have the option of a
23 seven-year price-lock. In this way, the lock-in option provided under these ETU

1 Rule Changes facilitates non-discriminatory treatment of new capacity resources,
2 and promotes price competition between new, capital-intensive capacity resources
3 seeking to clear in the Forward Capacity Auction.
4

5 ***Q: Please describe the revisions to the Capacity Rationing rules in the FCM.***

6 **A:** In this context, a “rationable” capacity supply offer is one for which some, but not
7 necessarily all, of the offered capacity megawatt (“MW”) may be cleared in the
8 Forward Capacity Auction; in contrast, a “non-rationable” capacity supply offer
9 is one for which either all or none of the offered capacity MW will be cleared in
10 the Forward Capacity Auction. The current Capacity Rationing rules require all
11 Import Capacity Resources to be fully “rationable.” The ETU Rule Changes
12 revise the Capacity Rationing rules in Section III.13.1.3.5.8 to enable a New
13 Import Capacity Resource associated with a non-commercial External ETU
14 seeking CNIIS to be “non-rationable” with the option to elect its offer to be
15 rationable, instead of clearing or not clearing in whole. This election is subject to
16 a rationing limit in accordance with existing Section III.13.2.6 (which sets forth
17 the capacity rationing rule). Consistent with the over-arching design objective of
18 these ETU Rule Changes, this feature provides comparability between the
19 treatment currently afforded New Generating Capacity Resources and the
20 treatment afforded to the Import Capacity Resource associated with the External
21 ETU seeking CNIIS.
22

1 **Q:** *What is the rationale for subjecting an Import Capacity Resource associated*
2 *with a non-commercial External ETU seeking CNIIS to the Capacity Rationing*
3 *rule?*

4 A: The development and construction of a new, privately-financed transmission
5 facility is a substantial investment for the ETU's investors, and may be dependent
6 on the certainty of a capacity market obligation for the full amount of its capacity.
7 If the Import Capacity Resource associated with the External ETU is not afforded
8 the Capacity Rationing rule treatment described above, then the Import Capacity
9 Resource's supply offer may not clear at a MW level necessary to make the
10 investment in the ETU financially viable. That adverse outcome would further
11 increase its risk of participating in the FCM, potentially adding an inefficient and
12 avoidable risk premium to the New Import Capacity Resource's offer price.

13
14 **Q:** *Are all New Import Capacity Resources associated with an External ETU*
15 *seeking CNIIS eligible for the Capacity Commitment Period Election and the*
16 *Capacity Rationing rule elections?*

17 A: Eligibility for the Capacity Commitment Period Election and the Capacity
18 Rationing rule elections is limited. Under the ETU Rule Changes, CNIIS
19 assigned to an ETU Interconnection Customer will be maintained and respected
20 until the time the External ETU is no longer associated with an Import Capacity
21 Resource that offers in the Forward Capacity Auction. An Import Capacity
22 Resource associated with an External ETU seeking to re-establish CNIIS will be
23 treated as a New Import Capacity Resource, and it will be eligible for the

1 Capacity Commitment Period Election and the Capacity Rationing rule elections
2 if the existing investment threshold in Section III.13.1.1.2 is met. This limitation
3 is already supported by the application of the existing FCM rules in III.13.1.3.5.
4 However, for clarity, the ETU Rule Changes incorporate it in the revisions to
5 Section III.13.1.3.

6

7 ***Q: Please summarize the revisions to the Financial Assurance provisions.***

8 A: To participate in an FCA, an Import Capacity Resource associated with an
9 External ETU seeking CNIIS will be required to provide non-commercial
10 Financial Assurance until the non-commercial elective transmission facility – that
11 is, the External ETU – is built and deemed commercial. This requirement
12 parallels the treatment of a new Generating Facility or an Import Capacity
13 Resource backed by a new non-commercial generator, and is reflected in the
14 modifications to Section III.13.1.9.2.4. Because the Import Capacity Resource
15 will be required to provide quarterly critical path schedule monitoring in
16 accordance with Section III.13.3, the ETU Rule Changes also modify Section
17 III.13.1.9.3.1 to apply the QPCRD to the Import Capacity Resource associated
18 with a non-commercial External ETU seeking CNIIS. The applicable QPCRD
19 will be the same as that for New Generating Capacity Resources.

20

21

1 **Q: *What is the mechanism by which CNIIS is assigned to the External ETU?***

2 A: Consistent with the treatment of a Generating Facility seeking capacity resource
3 status, the Capacity Network Import Interconnection Service – CNIIS – is
4 assigned to the External ETU when an associated Import Capacity Resource
5 acquires a Capacity Supply Obligation in the FCM. The Import Capacity
6 Resource may acquire a commitment to supply capacity by clearing in a Forward
7 Capacity Auction or through the existing Reconfiguration Auction or the bilateral
8 arrangements mechanism in the FCM. The ETU Rule Changes do not change
9 those constructs. The CNIIS will be at the Capacity Network Import Capability,
10 which is based on the Import Capacity Resource’s Capacity Supply Obligation (in
11 MW), similar to how capacity interconnection service is assigned to internal
12 Generating Facilities, and will be preserved at that level for the ETU
13 Interconnection Customer until the time the External ETU is no longer associated
14 with an Import Capacity Resource that is qualified and offering in the Forward
15 Capacity Auction.

16 **Q: *Why is an External ETU required to be associated with an Import Capacity***
17 ***Resource that is qualified and offering in the Forward Capacity Auction to***
18 ***maintain its CNIIS?***

19 A: Currently, an internal Generating Facility with a Capacity Supply Obligation must
20 offer its qualified capacity into each Forward Capacity Auction pursuant to
21 Section III.13.2.3.2(c) in Market Rule 1. For comparability, the ETU Rule
22 Changes modify Section III.13.1.3 to explicitly provide that in order for an
23 External ETU to maintain its CNIIS, an associated Import Capacity Resource

1 must continue to meet the FCM qualification requirements and offer into each
2 FCA. Otherwise, the portion of the External ETU's CNIIS for which no Import
3 Capacity Resource is offered into the Forward Capacity Auction will revert to
4 energy-only interconnection service and the associated Interconnection
5 Agreement will be revised to memorialize the CNIIS reduction. Absent this
6 change, the External ETU could retain its CNIIS without being associated with a
7 resource participating in the capacity market, and potentially impede entry by
8 other new resources due to the FCM's deliverability tests for new capacity
9 resource qualification.

10 **C. Conforming and clean-up changes throughout Section III.13 of**
11 **Market Rule 1**
12

13 ***Q: Please describe the nature of the additional revisions to Section III.13.***

14 **A:** The ETU Rule Changes do not make substantive modifications to other
15 provisions in Section III.13 of Market Rule 1. However, conforming changes to
16 various provisions are needed to support the creation of new interconnection
17 procedures for ETUs – Schedule 25 of the ISO OATT – and other general
18 changes to further support the External ETU-Import Capacity Resource bundle.
19 For the most part, the conforming or clean-up type changes are incorporated in the
20 FCM qualification provisions and the conditional qualification provisions, as I
21 explain below.
22
23

1 **Q:** *Please describe the revisions to the conditional qualification provisions in the*
2 *FCM.*

3 A: As explained in Section III.A of the Rourke Testimony, the design of the ETU
4 Rule Changes extends the existing conditional qualification treatment to External
5 ETUs seeking CNIIS. To support that treatment, the ETU Rule Changes simply
6 modify the defined term from “Conditional Qualified New Generating Capacity
7 Resource” to “Conditional Qualified Resource” so that it may be equally applied
8 to an Import Capacity Resource associated with an External ETU seeking CNIIS
9 as well as a Generating Facility seeking capacity status. This change is reflected
10 in defined terms in Section I.2.2 of the Tariff, as well as various provisions within
11 Section III.13.

12
13 **Q:** *Are there any other revisions being made to Section III.13 to support the*
14 *addition of a new Schedule 25 to the ISO OATT?*

15 A: The ETU Rule Changes generally incorporate ETUs into the new resource
16 qualification process provisions, add references to the new Schedule 25 as
17 applicable, and create uniformity across Section III.13 for referring to the ISO
18 OATT interconnection procedures. For example, the ETU Rule Changes modify
19 Section III.13.1.1.2.1, which sets out the New Capacity Show of Interest Form
20 requirements, to allow for a Project Sponsor seeking to offer a New Generating
21 Capacity Resource to indicate whether it is supported by an Internal ETU with a
22 valid Interconnection Request under Schedule 25 to support the direct association
23 of an Internal ETU and a specific Generating Facility described in Section III.C of

1 the Rourke Testimony. References to the ISO OATT interconnection procedures
2 have been uniformly replaced by “Schedule 22, 23 or 25 of Section II of the
3 Transmission, Markets and Services Tariff” throughout Section III.13.

4
5 **Q:** *Please describe the revisions being made in Section III.13 to further support the*
6 *External ETU-Import Capacity Resource bundle construct.*

7 **A:** To further support the External ETU-Import Capacity Resource bundle construct,
8 the ETU Rule Changes revise Section III.13.1.1.2.2(c), the critical path schedule
9 provisions, to add a qualification package requirement for Import Capacity
10 Resources associated with an non-commercial External ETU seeking CNIIS to
11 include milestone dates for transmission facilities and associated substation
12 equipment. The ETU Rule Changes also modify Section III.13.1.1.2.3, pertaining
13 to the initial interconnection analysis, to include the ETU Interconnection
14 Customer in the consultation provisions, recognizing that the consultation
15 provided for in that provision may need to occur with the entity proposing the
16 ETU as opposed to the Transmission Owner to which the ETU will be
17 interconnecting.

18
19 **Q:** *Are there other revisions being made to the Section III.13 rules?*

20 **A:** In addition to the supporting changes, the ETU Rule Changes also incorporate the
21 following clean-up changes. First, the ETU Rule Changes revise Sections
22 III.13.1.1.2.1 and III.13.1.1.2.3 to replace the references to “material change” with
23 the defined term “Material Modifications” in the ISO OATT interconnection

1 procedures, in addition to adding a reference to Schedule 25. Second, the ETU
2 Rule Changes clean-up the site control provisions in Sections III.13.1.1.2.1(b) and
3 III.13.1.1.2.2.1 to remove duplicative language on site control and instead insert
4 references to the interconnection provisions where the concept is defined.
5 Finally, the ETU Rule Changes revise Sections III.13.1.3.5.1 and III.13.1.3.5.3.1
6 to replace the term “Market Participant” with “Project Sponsor”, as the
7 requirement to be a Market Participant occurs after the Qualification Package is
8 due, and they revise the defined term “Project Sponsor” to explicitly include
9 “New Import Capacity Resource.”

10

11 **Q:** *Does this conclude your testimony?*

12 **A:** Yes.

13

14

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Executed on: February 13, 2015

3
4
5
6



Mark G. Karl

I.2 Rules of Construction; Definitions

I.2.1 Rules of Construction:

In this Tariff, unless otherwise provided herein:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting a gender include all genders;
- (c) references to a particular part, clause, section, paragraph, article, exhibit, schedule, appendix or other attachment shall be a reference to a part, clause, section, paragraph, or article of, or an exhibit, schedule, appendix or other attachment to, this Tariff;
- (d) the exhibits, schedules and appendices attached hereto are incorporated herein by reference and shall be construed with an as an integral part of this Tariff to the same extent as if they were set forth verbatim herein;
- (e) a reference to any statute, regulation, proclamation, ordinance or law includes all statutes, regulations, proclamations, amendments, ordinances or laws varying, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, policies, protocols, codes, proclamations and ordinances issued or otherwise applicable under that statute unless, in any such case, otherwise expressly provided in any such statute or in this Tariff;
- (f) a reference to a particular section, paragraph or other part of a particular statute shall be deemed to be a reference to any other section, paragraph or other part substituted therefor from time to time;
- (g) a definition of or reference to any document, instrument or agreement includes any amendment or supplement to, or restatement, replacement, modification or novation of, any such document, instrument or agreement unless otherwise specified in such definition or in the context in which such reference is used;
- (h) a reference to any person (as hereinafter defined) includes such person's successors and permitted assigns in that designated capacity;
- (i) any reference to "days" shall mean calendar days unless "Business Days" (as hereinafter defined) are expressly specified;
- (j) if the date as of which any right, option or election is exercisable, or the date upon which any amount is due and payable, is stated to be on a date or day that is not a Business Day, such right, option or election may be exercised, and such amount shall be deemed due and payable, on the next succeeding Business Day with the same effect as if the same was exercised or made on such

date or day (without, in the case of any such payment, the payment or accrual of any interest or other late payment or charge, provided such payment is made on such next succeeding Business Day);

- (k) words such as “hereunder,” “hereto,” “hereof” and “herein” and other words of similar import shall, unless the context requires otherwise, refer to this Tariff as a whole and not to any particular article, section, subsection, paragraph or clause hereof; and a reference to “include” or “including” means including without limiting the generality of any description preceding such term, and for purposes hereof the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned.

I.2.2. Definitions:

In this Tariff, the terms listed in this section shall be defined as described below:

Actual Load is the consumption at the Retail Delivery Point for the hour.

Additional Resource Blackstart O&M Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Additional Resource Specified-Term Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Additional Resource Standard Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Adjusted Audited Demand Reduction is the Audited Demand Reduction of a Demand Response Resource adjusted in accordance with Section III.13.7.1.5.10.1.1.

Administrative Costs are those costs incurred in connection with the review of Applications for transmission service and the carrying out of System Impact Studies and Facilities Studies.

Administrative Export De-List Bid is a bid that may be submitted in a Forward Capacity Auction by certain Existing Generating Capacity Resources subject to a multi-year contract to sell capacity outside of

the New England Control Area during the associated Capacity Commitment Period, as described in Section III.13.1.2.3.1.4 of Market Rule 1.

Administrative Sanctions are defined in Section III.B.4.1.2 of Appendix B of Market Rule 1.

ADR Neutrals are one or more firms or individuals identified by the ISO with the advice and consent of the Participants Committee that are prepared to act as neutrals in ADR proceedings under Appendix D to Market Rule 1.

Advance is defined in Section IV.A.3.2 of the Tariff.

Affected Party, for purposes of the ISO New England Billing Policy, is defined in Section 6.3.5 of the ISO New England Billing Policy.

Affiliate is any person or entity that controls, is controlled by, or is under common control by another person or entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the authority to direct the management or policies of an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

AGC is automatic generation control.

Allocated Assessment is a Covered Entity's right to seek and obtain payment and recovery of its share in any shortfall payments under Section 3.3 or Section 3.4 of the ISO New England Billing Policy.

Alternative Capacity Price Rule is a rule potentially affecting Capacity Clearing Prices in a Forward Capacity Auction, as described in Section III.13.2.7.8 of Market Rule 1.

Alternative Dispute Resolution (ADR) is the procedure set forth in Appendix D to Market Rule 1.

Alternative Technologies Regulation Pilot Program is the pilot described in Appendix J to Market Rule 1.

Ancillary Services are those services that are necessary to support the transmission of electric capacity and energy from resources to loads while maintaining reliable operation of the New England Transmission System in accordance with Good Utility Practice.

Announced Schedule 1 EA Amount, Announced Schedule 2 EA Amount, Announced Schedule 3 EA Amount are defined in Section IV.B.2.2 of the Tariff.

Annual Transmission Revenue Requirements are the annual revenue requirements of a PTO's PTF or of all PTOs' PTF for purposes of the OATT shall be the amount determined in accordance with Attachment F to the OATT.

Annualized FCA Payment is used to determine a resource's availability penalties and is calculated in accordance with Section III.13.7.2.7.1.2(b) of Market Rule 1.

Applicants, for the purposes of the ISO New England Financial Assurance Policy, are entities applying for Market Participant status or for transmission service from the ISO.

Application is a written request by an Eligible Customer for transmission service pursuant to the provisions of the OATT.

APR-1 means the first of three Alternative Capacity Price Rule mechanisms described in Section III.13.2.7.8.

APR-2 means the second of three Alternative Capacity Price Rule mechanisms described in Section III.13.2.7.8.

APR-3 means the third of three Alternative Capacity Price Rule mechanisms described in Section III.13.2.7.8.

Asset is a generating unit, interruptible load, a component of a demand response resource or load asset.

Asset Registration Process is the ISO business process for registering a physical load, generator, or tie-line for settlement purposes. The Asset Registration Process is posted on the ISO's website.

Asset Related Demand is a physical load that has been discretely modeled within the ISO's dispatch and settlement systems, settles at a Node and, except for pumped storage load, is made up of one or more individual end-use metered customers receiving service from the same point or points of electrical supply, with an aggregate average hourly load of 1 MW or greater during the 12 months preceding its registration.

Asset Related Demand Bid Block-Hours are Block-Hours assigned to the Lead Market Participant for each Asset Related Demand bid. Blocks of the bid in effect for each hour will be totaled to determine the daily quantity of Asset Related Demand Bid Block-Hours. In the case that a Resource has a Real-Time unit status of "unavailable" for an entire day, that day will not contribute to the quantity of Asset Related Demand Bid Block-Hours. However, if the Resource has at least one hour of the day with a unit status of "available," the entire day will contribute to the quantity of Asset Related Demand Bid Block-Hours.

Asset-Specific Going Forward Costs are the net risk-adjusted going forward costs of an asset that is part of an Existing Generating Capacity Resource, calculated for the asset in the same manner as the net-risk adjusted going forward costs of Existing Generating Capacity Resources as described in Section III.13.1.2.3.2.1.2.

Assigned Meter Reader reports to the ISO the hourly and monthly MWh associated with the Asset. These MWh are used for settlement. The Assigned Meter Reader may designate an agent to help fulfill its Assigned Meter Reader responsibilities; however, the Assigned Meter Reader remains functionally responsible to the ISO.

Auction Revenue Right (ARR) is a right to receive FTR Auction Revenues in accordance with Appendix C of Market Rule 1.

Auction Revenue Right Allocation (ARR Allocation) is defined in Section 1 of Appendix C of Market Rule 1.

Auction Revenue Right Holder (ARR Holder) is an entity which is the record holder of an Auction Revenue Right (excluding an Incremental ARR) in the register maintained by the ISO.

Audited Demand Reduction is the seasonal claimed capability of a Demand Response Resource as established pursuant to Section III.13.6.1.5.4.

Audited Full Reduction Time is the Offered Full Reduction Time associated with the Demand Response Resource's most recent audit.

Authorized Commission is defined in Section 3.3 of the ISO New England Information Policy.

Authorized Person is defined in Section 3.3 of the ISO New England Information Policy.

Automatic Response Rate is the response rate, in MW/Minute, at which a Market Participant is willing to have a generating unit change its output while providing Regulation between the Regulation High Limit and Regulation Low Limit.

Average Hourly Load Reduction is either: (i) the sum of the Demand Resource's electrical energy reduction during Demand Resource On-Peak Hours in the month divided by the number of Demand Resource On-Peak Hours in the month; (ii) the sum of the Demand Resource's electrical energy reduction during Demand Resource Seasonal Peak Hours in the month divided by the number of Demand Resource Seasonal Peak Hours in the month; or (iii) in each Real-Time Demand Response Event Hour, the sum of the baseline electrical energy consumption less the sum of the actual electrical energy consumption of all of the Real-Time Demand Response Assets associated with the Real-Time Demand Response Resource as registered with the ISO as of the first day of the month; or (iv) in each Real-Time Emergency Generation Event Hour, the sum of the baseline electrical energy consumption less the sum of the actual electrical energy consumption of all of the Real-Time Emergency Generation Assets associated with the Real-time Emergency Generation Resource as registered with the ISO as of the first day of the month. The Demand Resource's electrical energy reduction and Average Hourly Load Reduction shall be determined consistent with the Demand Resource's Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements, as described in Section III.13.1.4.3 of Market Rule 1 and the ISO New England Manuals.

Average Hourly Output is either: (i) the sum of the Demand Resource's electrical energy output during Demand Resource On-Peak Hours in the month divided by the number of Demand Resource On-Peak Hours in the month; (ii) the sum of the Demand Resource's electrical energy output during Demand Resource Seasonal Peak Hours in the month divided by the number of Demand Resource Seasonal Peak Hours in the month; or (iii) in each Real-Time Demand Response Event Hour or Real-Time Emergency Generation Event Hour, the sum of the electrical energy output of all of the Real-Time Demand Response Assets or Real-Time Emergency Generation Assets associated with the Real-Time Demand Response

Resource or Real-Time Emergency Generation Resource as registered with the ISO as of the first day of the month. Electrical energy output and Average Hourly Output shall be determined consistent with the Demand Resource's Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements, as described in Section III.13.1.4.3 of Market Rule 1 and the ISO New England Manuals.

Average Monthly PER is calculated in accordance with Section III.13.7.2.7.1.1.2(a) of Market Rule 1.

Bankruptcy Code is the United States Bankruptcy Code.

Bankruptcy Event occurs when a Covered Entity files a voluntary or involuntary petition in bankruptcy or commences a proceeding under the United States Bankruptcy Code or any other applicable law concerning insolvency, reorganization or bankruptcy by or against such Covered Entity as debtor.

Bilateral Contract (BC) is any of the following types of contracts: Internal Bilateral for Load, Internal Bilateral for Market for Energy, and External Transactions.

Bilateral Contract Block-Hours are Block-Hours assigned to the seller and purchaser of an Internal Bilateral for Load, Internal Bilateral for Market for Energy and External Transactions; provided, however, that only those contracts which apply to the Real-Time Energy Market will accrue Block-Hours.

Blackstart Capability Test is the test, required by ISO New England Operating Documents, of a resource's capability to provide Blackstart Service.

Blackstart Capital Payment is the annual compensation, as calculated pursuant to Section 5.1, or as referred to in Section 5.2, of Schedule 16 to the OATT, for a Designated Blackstart Resource's Blackstart Equipment capital costs associated with the provision of Blackstart Service (excluding the capital costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Blackstart CIP Capital Payment is the annual compensation level, as calculated pursuant to Section 5.1 utilizing data from Table 6 of Appendix A to this Schedule 16, or as referred to in Section 5.2, of Schedule 16 to the OATT, for a Blackstart Station's costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service.

Blackstart CIP O&M Payment is the annual compensation level, as calculated pursuant to Section 5.1 of Schedule 16 to the OATT, utilizing data from Table 6 of Appendix A to this Schedule 16, for a Blackstart Station's operating and maintenance costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of the provision of Blackstart Service.

Blackstart Equipment is any equipment that is solely necessary to enable the Designated Blackstart Resource to provide Blackstart Service and is not required to provide other products or services under the Tariff.

Blackstart O&M Payment is the annual compensation, as calculated pursuant to Section 5.1 of Schedule 16 to the OATT, for a Designated Blackstart Resource's operating and maintenance costs associated with the provision of Blackstart Service (except for operating and maintenance costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Blackstart Owner is the Market Participant who is authorized on behalf of the Generator Owner(s) to offer or operate the resource as a Designated Blackstart Resource and is authorized to commit the resource to provide Blackstart Service.

Blackstart Service is the Ancillary Service described in Section II.47 of the Tariff and Schedule 16 of the OATT, which also encompasses "System Restoration and Planning Service" under the predecessor version of Schedule 16.

Blackstart Service Commitment is the commitment by a Blackstart Owner for its resource to provide Blackstart Service and the acceptance of that commitment by the ISO, in the manner detailed in ISO New England Operating Procedure No. 11 – Designated Blackstart Resource Administration (OP 11), and which includes a commitment to provide Blackstart Service under a "Signature Page for Schedule 16 of the NEPOOL OATT" that was executed and in effect prior to January 1, 2013 for Category A Designated Blackstart Resources or a commitment to provide Blackstart Service established under Operating Procedure 11 – Designated Blackstart Resource Administration (OP11) for Category B Designated Blackstart Resources.

Blackstart Service Minimum Criteria are the minimum criteria that a Blackstart Owner and its resource must meet in order to establish and maintain a resource as a Designated Blackstart Resource.

Blackstart Standard Rate Payment is the formulaic rate of monthly compensation, as calculated pursuant to Section 5 of Schedule 16 to the OATT, paid to a Blackstart Owner for the provision of Blackstart Service from a Designated Blackstart Resource.

Blackstart Station is comprised of (i) a single Designated Blackstart Resource or (ii) two or more Designated Blackstart Resources that share Blackstart Equipment.

Blackstart Station-specific Rate Payment is the Commission-approved compensation, as calculated pursuant to Section 5.2 of Schedule 16 to the OATT, paid to a Blackstart Owner on a monthly basis for the provision of Blackstart Service by Designated Blackstart Resources located at a specific Blackstart Station.

Blackstart Station-specific Rate Capital Payment is a component of the Blackstart Station-specific Rate Payment that reflects a Blackstart Station's capital Blackstart Equipment costs associated with the provision of Blackstart Service (excluding the capital costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Blackstart Station-specific Rate CIP Capital Payment is a component of the Blackstart Station-specific Rate Payment that reflects a Blackstart Station's capital costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service.

Block is defined as follows: (1) With respect to Bilateral Contracts, a Bilateral Contract administered by the ISO for an hour; (2) with respect to Supply Offers administered by the ISO, a quantity with a related price for Energy (Supply Offers for Energy may contain multiple sets of quantity and price pairs for each hour); (3) with respect to Demand Bids administered by the ISO, a quantity with a related price for Energy (Demand Bids for Energy may contain multiple sets of quantity and price pairs for each hour); (4) with respect to Increment Offers administered by the ISO, a quantity with a related price for Energy (Increment Offers for Energy may contain multiple sets of quantity and price pairs for each hour); (5) with respect to Decrement Bids administered by the ISO, a quantity with a related price for Energy (Decrement Bids for Energy may contain multiple sets of quantity and price pairs for each hour); (6) with respect to Asset Related Demand bids administered by the ISO, a quantity with a related price for Energy

(Asset Related Demand bids may contain multiple sets of quantity and price pairs for each hour); and (7) with respect to Demand Reduction Offers administered by the ISO, a quantity of reduced demand with a related price (for Capacity Commitment Periods commencing on or after June 1, 2017, Demand Reduction Offers may contain multiple sets of quantity and price pairs for the day).

Block-Hours are the number of Blocks administered for a particular hour.

Budget and Finance Subcommittee is a subcommittee of the Participants Committee, the responsibilities of which are specified in Section 8.4 of the Participants Agreement.

Business Day is any day other than a Saturday or Sunday or ISO holidays as posted by the ISO on its website.

Cancelled Start NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Capability Demonstration Year is the one year period from September 1 through August 31.

Capability Year means a year's period beginning on June 1 and ending May 31.

Capacity Acquiring Resource is a resource that is seeking to acquire a Capacity Supply Obligation through a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1 of Market Rule 1.

Capacity Balancing Ratio is a ratio used in calculating the Capacity Performance Payment in the Forward Capacity Market beginning on June 1, 2018 pursuant to rules filed with the Commission on July 14, 2014.

Capacity Capability Interconnection Standard has the meaning specified in Schedule 22, ~~and~~ Schedule 23, and Schedule 25 of the OATT.

Capacity Carried Forward Due to Rationing is described in Section III.13.2.7.8.2.1(c)(b)(ii) of Market Rule 1.

Capacity Clearing Price is the clearing price for a Capacity Zone for a Capacity Commitment Period resulting from the Forward Capacity Auction conducted for that Capacity Commitment Period, as determined in accordance with Section III.13.2.7 of Market Rule 1.

Capacity Clearing Price Floor is described in Section III.13.2.7.

Capacity Commitment Period is the one-year period from June 1 through May 31 for which obligations are assumed and payments are made in the Forward Capacity Market.

Capacity Cost (CC) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

Capacity Export Through Import Constrained Zone Transaction is defined in Section III.1.10.7(f)(i) of Market Rule 1.

Capacity Load Obligation is the quantity of capacity for which a Market Participant is financially responsible, equal to that Market Participant's Capacity Requirement (if any) adjusted to account for any relevant Capacity Load Obligation Bilaterals, as described in Section III.13.7.3.1 of Market Rule 1.

Capacity Load Obligation Acquiring Participant is a load serving entity or any other Market Participant seeking to acquire a Capacity Load Obligation through a Capacity Load Obligation Bilateral, as described in Section III.13.5.2 of Market Rule 1.

Capacity Load Obligation Bilateral is a bilateral contract through which a Market Participant may transfer all or a portion of its Capacity Load Obligation to another entity, as described in Section III.13.5 of Market Rule 1.

Capacity Load Obligation Transferring Participant is an entity that has a Capacity Load Obligation and is seeking to shed such obligation through a Capacity Load Obligation Bilateral, as described in Section III.13.5.2 of Market Rule 1.

Capacity Network Import Capability (CNI Capability) is as defined in Section I of Schedule 25 of the OATT.

Capacity Network Import Interconnection Service (CNI Interconnection Service) is as defined in **Section I of Schedule 25 of the OATT.**

Capacity Network Resource (CNR) is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

Capacity Network Resource Interconnection Service is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

Capacity Performance Payment is the performance-dependent portion of revenue received in the Forward Capacity Market beginning on June 1, 2018 pursuant to rules filed with the Commission on July 14, 2014.

Capacity Rationing Rule addresses whether offers and bids in a Forward Capacity Auction may be rationed, as described in Section III.13.2.6 of Market Rule 1.

Capacity Requirement is described in Section III.13.7.3.1 of Market Rule 1.

Capacity Supply Obligation is an obligation to provide capacity from a resource, or a portion thereof, to satisfy a portion of the Installed Capacity Requirement that is acquired through a Forward Capacity Auction in accordance with Section III.13.2, a reconfiguration auction in accordance with Section III.13.4, or a Capacity Supply Obligation Bilateral in accordance with Section III.13.5.1 of Market Rule 1.

Capacity Supply Obligation Bilateral is a bilateral contract through which a Market Participant may transfer all or a part of its Capacity Supply Obligation to another entity, as described in Section III.13.5.1 of Market Rule 1.

Capacity-to-Service Ratio is defined in Section III.3.2.2(h) of Market Rule 1.

Capacity Transfer Right (CTR) is a financial right that entitles the holder to the difference in the Net Regional Clearing Prices between Capacity Zones for which the transfer right is defined, in the MW amount of the holder's entitlement.

Capacity Transferring Resource is a resource that has a Capacity Supply Obligation and is seeking to shed such obligation, or a portion thereof, through a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1 of Market Rule 1.

Capacity Value is the value (in kW-month) of a Demand Resource for a month determined pursuant to Section III.13.7.1.5 of Market Rule 1.

Capacity Zone is a geographic sub-region of the New England Control Area as determined in accordance with Section III.12.4 of Market Rule 1.

Capital Funding Charge (CFC) is defined in Section IV.B.2 of the Tariff.

CARL Data is Control Area reliability data submitted to the ISO to permit an assessment of the ability of an external Control Area to provide energy to the New England Control Area in support of capacity offered to the New England Control Area by that external Control Area.

Carried Forward Excess Capacity is calculated as described in Section III.13.2.7.8.2.1(c) of Market Rule 1.

Category A Designated Blackstart Resource is a Designated Blackstart Resource that has committed to provide Blackstart Service under a “Signature Page for Schedule 16 of the NEPOOL OATT” that was executed and in effect prior to January 1, 2013 and has not been converted to a Category B Designated Blackstart Resource.

Category B Designated Blackstart Resource is a Designated Blackstart Resource that is not a Category A Designated Blackstart Resource.

Charge is a sum of money due from a Covered Entity to the ISO, either in its individual capacity or as billing and collection agent for NEPOOL pursuant to the Participants Agreement.

CLAIM10 is the value, expressed in megawatts, calculated pursuant to Section III.9.5.3 of the Tariff.

CLAIM30 is the value, expressed in megawatts, calculated pursuant to Section III.9.5.3 of the Tariff.

Claimed Capability Audit is performed to determine the real power output capability of a Generator Asset.

CNR Capability is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

Coincident Peak Contribution is a Market Participant's share of the New England Control Area coincident peak demand for the prior calendar year as determined prior to the start of each power year, which reflects the sum of the prior year's annual coincident peak contributions of the customers served by the Market Participant at each Load Asset in all Load Zones. Daily Coincident Peak Contribution values shall be submitted by the Assigned Meter Reader or Host Participant by the meter reading deadline to the ISO.

Commercial Capacity, for the purposes of the ISO New England Financial Assurance Policy, is defined in Section VII.A of that policy.

Commission is the Federal Energy Regulatory Commission.

Commitment Period is (i) for a Day-Ahead Energy Market commitment, a period of one or more contiguous hours for which a Resource is cleared in the Day-Ahead Energy Market, and (ii) for a Real-Time Energy Market commitment, the period of time for which the ISO indicates the Resource is being committed when it issues the Dispatch Instruction. If the ISO does not indicate the period of time for which the Resource is being committed in the Real-Time Energy Market, then the Commitment Period is the Minimum Run Time for an offline Resource and one hour for an online Resource.

Common Costs are those costs associated with a Station that are avoided only by (1) the clearing of the Static De-List Bids or the Permanent De-List Bids of all the Existing Generating Capacity Resources comprising the Station; or (2) the acceptance of a Non-Price Retirement Request of the Station.

Completed Application is an Application that satisfies all of the information and other requirements of the OATT, including any required deposit.

Compliance Effective Date is the date upon which the changes in the predecessor NEPOOL Open Access Transmission Tariff which have been reflected herein to comply with the Commission's Order of April 20, 1998 became effective.

Composite FCM Transaction is a transaction for separate resources seeking to participate as a single composite resource in a Forward Capacity Auction in which multiple Designated FCM Participants provide capacity, as described in Section III.13.1.5 of Market Rule 1.

Conditional Qualified New ~~Generating Capacity~~ Resource is defined in Section III.13.1.1.2.3(f) of Market Rule 1.

Confidential Information is defined in Section 2.1 of the ISO New England Information Policy, which is Attachment D to the Tariff.

Confidentiality Agreement is Attachment 1 to the ISO New England Billing Policy.

Congestion is a condition of the New England Transmission System in which transmission limitations prevent unconstrained regional economic dispatch of the power system. Congestion is the condition that results in the Congestion Component of the Locational Marginal Price at one Location being different from the Congestion Component of the Locational Marginal Price at another Location during any given hour of the dispatch day in the Day-Ahead Energy Market or Real-Time Energy Market.

Congestion Component is the component of the nodal price that reflects the marginal cost of congestion at a given Node or External Node relative to the reference point. When used in connection with Zonal Price and Hub Price, the term Congestion Component refers to the Congestion Components of the nodal prices that comprise the Zonal Price and Hub Price weighted and averaged in the same way that nodal prices are weighted to determine Zonal Price and averaged to determine the Hub Price.

Congestion Cost is the cost of congestion as measured by the difference between the Congestion Components of the Locational Marginal Prices at different Locations and/or Reliability Regions on the New England Transmission System.

Congestion Paying LSE is, for the purpose of the allocation of FTR Auction Revenues to ARR Holders as provided for in Appendix C of Market Rule 1, a Market Participant or Non-Market Participant Transmission Customer that is responsible for paying for Congestion Costs as a Transmission Customer paying for Regional Network Service under the Transmission, Markets and Services Tariff, unless such Transmission Customer has transferred its obligation to supply load in accordance with ISO New England

System Rules, in which case the Congestion Paying LSE shall be the Market Participant supplying the transferred load obligation. The term Congestion Paying LSE shall be deemed to include, but not be limited to, the seller of internal bilateral transactions that transfer Real-Time Load Obligations under the ISO New England System Rules.

Congestion Revenue Fund is the amount available for payment of target allocations to FTR Holders from the collection of Congestion Cost.

Congestion Shortfall means congestion payments exceed congestion charges during the billing process in any billing period.

Control Agreement is the document posted on the ISO website that is required if a Market Participant's cash collateral is to be invested in BlackRock funds.

Control Area is an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the applicable regional reliability council or the North American Electric Reliability Corporation; and
- (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

Correction Limit means the date that is one hundred and one (101) calendar days from the last Operating Day of the month to which the data applied. As described in Section III.3.6.1 of Market Rule 1, this will be the period during which meter data corrections must be submitted unless they qualify for submission as a Requested Billing Adjustment under Section III.3.7 of Market Rule 1.

Cost of Energy Consumed (CEC) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

Cost of Energy Produced (CEP) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

Cost of New Entry (CONE) is the estimated cost of new entry (\$/kW-month) for a capacity resource that is determined by the ISO for each Forward Capacity Auction pursuant to Section III.13.2.4.

Counterparty means the status in which the ISO acts as the contracting party, in its name and own right and not as an agent, to an agreement or transaction with a Customer (including assignments involving Customers) involving sale to the ISO, and/or purchase from the ISO, of Regional Transmission Service and market and other products and services, and other transactions and assignments involving Customers, all as described in the Tariff.

Covered Entity is defined in the ISO New England Billing Policy.

Credit Coverage is third-party credit protection obtained by the ISO, in the form of credit insurance coverage, a performance or surety bond, or a combination thereof.

Credit Qualifying means a Rated Market Participant that has an Investment Grade Rating and an Unrated Market Participant that satisfies the Credit Threshold.

Credit Threshold consists of the conditions for Unrated Market Participants outlined in Section II.B.2 of the ISO New England Financial Assurance Policy.

Critical Energy Infrastructure Information (CEII) is defined in Section 3.0(j) of the ISO New England Information Policy, which is Attachment D to the Tariff.

Current Ratio is, on any date, all of a Market Participant's or Non-Market Participant Transmission Customer's current assets divided by all of its current liabilities, in each case as shown on the most recent financial statements provided by such Market Participant or Non-Market Participant Transmission Customer to the ISO.

Curtailed is a reduction in the dispatch of a transaction that was scheduled, using transmission service, in response to a transfer capability shortage as a result of system reliability conditions.

Customer is a Market Participant, a Transmission Customer or another customer of the ISO.

Data Reconciliation Process means the process by which meter reconciliation and data corrections that are discovered by Governance Participants after the Invoice has been issued for a particular month or that are discovered prior to the issuance of the Invoice for the relevant month but not included in that Invoice or in the other Invoices for that month and are reconciled by the ISO on an hourly basis based on data submitted to the ISO by the Host Participant Assigned Meter Reader or Assigned Meter Reader.

Day-Ahead is the calendar day immediately preceding the Operating Day.

Day-Ahead Adjusted Load Obligation is defined in Section III.3.2.1(a)(iii) of Market Rule 1.

Day-Ahead Congestion Revenue is defined in Section III.3.2.1(f) of Market Rule 1.

Day-Ahead Demand Reduction Obligation is a cleared Demand Reduction Offer multiplied by one plus the percent average avoided peak distribution losses. For Capacity Commitment Periods commencing on or after June 1, 2017, Day-Ahead Demand Reduction Obligation is the hourly demand reduction amounts of a Demand Response Resource scheduled by the ISO as a result of the Day-Ahead Energy Market, multiplied by one plus the percent average avoided peak distribution losses.

Day-Ahead Energy Market means the schedule of commitments for the purchase or sale of energy, payment of Congestion Costs, payment for losses developed by the ISO as a result of the offers and specifications submitted in accordance with Section III.1.10 of Market Rule 1 and purchase of demand reductions pursuant to Appendix III.E2 of Market Rule 1 for Capacity Commitment Periods commencing on or after June 1, 2017.

Day-Ahead Energy Market Congestion Charge/Credit is defined in Section III.3.2.1(d) of Market Rule 1.

Day-Ahead Energy Market Energy Charge/Credit is defined in Section III.3.2.1(d) of Market Rule 1.

Day-Ahead Energy Market Loss Charge/Credit is defined in Section III.3.2.1(d) of Market Rule 1.

Day-Ahead Energy Market NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Day-Ahead External Transaction Export and Decrement Bid NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Day-Ahead External Transaction Import and Increment Offer NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Day-Ahead Generation Obligation is defined in Section III.3.2.1(a)(ii) of Market Rule 1.

Day-Ahead Load Obligation is defined in Section III.3.2.1(a)(i) of Market Rule 1.

Day-Ahead Load Response Program provides a Day-Ahead aspect to the Load Response Program. The Day-Ahead Load Response Program allows Market Participants with registered Load Response Program Assets to make energy reduction offers into the Day-Ahead Load Response Program concurrent with the Day-Ahead Energy Market.

Day-Ahead Locational Adjusted Net Interchange is defined in Section III.3.2.1(a)(iv) of Market Rule 1.

Day-Ahead Loss Charges or Credits is defined in Section III.3.2.1(h) of Market Rule 1.

Day-Ahead Loss Revenue is defined in Section III.3.2.1(g) of Market Rule 1.

Day-Ahead Prices means the Locational Marginal Prices resulting from the Day-Ahead Energy Market.

Debt-to-Total Capitalization Ratio is, on any date, a Market Participant's or Non-Market Participant Transmission Customer's total debt (including all current borrowings) divided by its total shareholders' equity plus total debt, in each case as shown on the most recent financial statements provided by such Market Participant or Non-Market Participant Transmission Customer to the ISO.

Decrement Bid means a bid to purchase energy at a specified Location in the Day-Ahead Energy Market which is not associated with a physical load. An accepted Decrement Bid results in scheduled load at the specified Location in the Day-Ahead Energy Market.

Default Amount is all or any part of any amount due to be paid by any Covered Entity that the ISO, in its reasonable opinion, believes will not or has not been paid when due (other than in the case of a payment dispute for any amount due for transmission service under the OATT).

Default Period is defined in Section 3.3.h(i) of the ISO New England Billing Policy.

Delivering Party is the entity supplying capacity and/or energy to be transmitted at Point(s) of Receipt under the OATT.

Demand Bid means a request to purchase an amount of energy, at a specified Location, or an amount of energy at a specified price, that is associated with a physical load. A cleared Demand Bid in the Day-Ahead Energy Market results in scheduled load at the specified Location. Demand Bids submitted for use in the Real-Time Energy Market are specific to Dispatchable Asset Related Demands only.

Demand Bid Block-Hours are the Block-Hours assigned to the submitting Customer for each Demand Bid.

Demand Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for Demand Response Resources, Real-Time Demand Response Resources and Real-Time Emergency Generation Resources in accordance with the provisions set forth in ISO New England Operating Procedure No. 14.

Demand Reduction Offer is an offer by a Market Participant with a Real-Time Demand Response Asset to reduce demand. For Capacity Commitment Periods commencing on or after June 1, 2017, Demand Reduction Offer is an offer by a Market Participant with a Demand Response Resource to reduce demand.

Demand Reduction Threshold Price is a minimum offer price calculated pursuant to Section III.E1.6 and Section III.E2.6.

Demand Reduction Value is the quantity of reduced demand calculated pursuant to Section III.13.7.1.5.3 of Market Rule 1.

Demand Resource is a resource defined as Demand Response Capacity Resources, On-Peak Demand Resources, Seasonal Peak Demand Resources, Real-Time Demand Response Resources, or Real-Time Emergency Generation Resources. Demand Resources are installed measures (i.e., products, equipment, systems, services, practices and/or strategies) that result in additional and verifiable reductions in end-use demand on the electricity network in the New England Control Area pursuant to Appendix III.E1 and Appendix III.E2 of Market Rule 1, or during Demand Resource On-Peak Hours, Demand Resource Seasonal Peak Hours, Real-Time Demand Response Event Hours, or Real-Time Emergency Generation Event Hours, respectively. A Demand Resource may include a portfolio of measures aggregated together to meet or exceed the minimum Resource size requirements of the Forward Capacity Auction.

Demand Resource Commercial Operation Audit is an audit initiated pursuant to Section III.13.6.1.5.4.4.

Demand Resource Forecast Peak Hours are those hours, or portions thereof, in which, absent the dispatch of Real-Time Demand Response Resources, Dispatch Zone, Load Zone, or system-wide implementation of the action of ISO New England Operating Procedure No. 4 where the ISO would have begun to allow the depletion of Thirty-Minute Operating Reserve is forecasted in the ISO's most recent next-day forecast.

Demand Resource On-Peak Hours are hours ending 1400 through 1700, Monday through Friday on non-Demand Response Holidays during the months of June, July, and August and hours ending 1800 through 1900, Monday through Friday on non-Demand Response Holidays during the months of December and January.

Demand Resource Operable Capacity Analysis means an analysis performed by the ISO estimating the expected dispatch hours of active Demand Resources given different assumed levels of Demand Resources clearing in the primary Forward Capacity Auction.

Demand Resource Performance Incentives means the additional monthly capacity payment that a Demand Resource may earn for producing a positive Monthly Capacity Variance in a period where other Demand Resources yield a negative monthly capacity variance.

Demand Resource Performance Penalties means the reduction in the monthly capacity payment to a Demand Resource for producing a negative Monthly Capacity Variance.

Demand Resource Seasonal Peak Hours are those hours in which the actual, real-time hourly load, as measured using real-time telemetry (adjusted for transmission and distribution losses, and excluding load associated with Exports and the pumping load associated with pumped storage generators) for Monday through Friday on non-Demand Response Holidays, during the months of June, July, August, December, and January, as determined by the ISO, is equal to or greater than 90% of the most recent 50/50 system peak load forecast, as determined by the ISO, for the applicable summer or winter season.

Demand Response Asset is an asset comprising the demand reduction capability of an individual end-use customer at a Retail Delivery Point or the aggregated demand reduction capability of multiple end use customers from multiple delivery points that meets the registration requirements in Section III.E2.2. The demand reduction of a Demand Response Asset is the difference between the Demand Response Asset's actual demand measured at the Retail Delivery Point, which could reflect Net Supply, at the time the Demand Response Resource to which the asset is associated is dispatched by the ISO, and its adjusted Demand Response Baseline.

Demand Response Available is the capability of the Demand Response Resource, in whole or in part, at any given time, to reduce demand in response to a Dispatch Instruction.

Demand Response Baseline is the expected baseline demand of an individual end-use metered customer or group of end-use metered customers or the expected output levels of the generation of an individual end-use metered customer whose asset is comprised of Distributed Generation as determined pursuant to Section III.8A or Section III.8B.

Demand Response Capacity Resource is one or more Demand Response Resources located within the same Dispatch Zone, that is registered with the ISO, assigned a unique resource identification number by the ISO, and participates in the Forward Capacity Market to fulfill a Market Participant's Capacity Supply Obligation pursuant to Section III.13 of Market Rule 1.

Demand Response Holiday is New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Saturday, the holiday will

be observed on the preceding Friday; if the holiday falls on a Sunday, the holiday will be observed on the following Monday.

Demand Response Resource is an individual Demand Response Asset or aggregation of Demand Response Assets within a Dispatch Zone that meets the registration requirements and participates in the Energy Market pursuant to Appendix III.E2 of Market Rule 1 for Capacity Commitment Periods commencing on or after June 1, 2017.

Demand Response Resource Notification Time is the minimum time, from the receipt of a Dispatch Instruction, that it takes a Demand Response Resource that was not previously reducing demand to start reducing demand.

Demand Response Resource Ramp Rate is the average rate, expressed in MW per minute, at which the Demand Response Resource can reduce demand.

Demand Response Resource Start-Up Time is the time required from the time a Demand Response Resource that was not previously reducing demand starts reducing demand in response to a Dispatch Instruction and the time the resource achieves its Minimum Reduction.

Designated Agent is any entity that performs actions or functions required under the OATT on behalf of the ISO, a Transmission Owner, a Schedule 20A Service Provider, an Eligible Customer, or a Transmission Customer.

Designated Blackstart Resource is a resource that meets the eligibility requirements specified in Schedule 16 of the OATT, and may be a Category A Designated Blackstart Resource or a Category B Designated Blackstart Resource.

Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for generation and/or Dispatchable Asset Related Demand in accordance with the provisions set forth in ISO New England Operating Procedure No. 14.

Designated FCM Participant is any Lead Market Participant, including any Provisional Member that is a Lead Market Participant, transacting in any Forward Capacity Auction, reconfiguration auctions or

Capacity Supply Obligation Bilateral for capacity that is otherwise required to provide additional financial assurance under the ISO New England Financial Assurance Policy.

Designated FTR Participant is a Market Participant, including FTR-Only Customers, transacting in the FTR Auction that is otherwise required to provide additional financial assurance under the ISO New England Financial Assurance Policy.

Desired Dispatch Point (DDP) is the Dispatch Rate expressed in megawatts.

Direct Assignment Facilities are facilities or portions of facilities that are constructed for the sole use/benefit of a particular Transmission Customer requesting service under the OATT or a Generator Owner requesting an interconnection. Direct Assignment Facilities shall be specified in a separate agreement among the ISO, Interconnection Customer and Transmission Customer, as applicable, and the Transmission Owner whose transmission system is to be modified to include and/or interconnect with the Direct Assignment Facilities, shall be subject to applicable Commission requirements, and shall be paid for by the Customer in accordance with the applicable agreement and the Tariff.

Directly Metered Assets are specifically measured by OP-18 compliant metering as currently described in Section IV (Metering and Recording for Settlements) of OP-18. Directly Metered Assets include all Tie-Line Assets, all Generator Assets, as well as some Load Assets. Load Assets for which the Host Participant is not the Assigned Meter Reader are considered Directly Metered Assets. In addition, the Host Participant Assigned Meter Reader determines which additional Load Assets are considered Directly Metered Assets and which ones are considered Profiled Load Assets based upon the Host Participant Assigned Meter Reader reporting systems and process by which the Host Participant Assigned Meter Reader allocates non-PTF losses.

Disbursement Agreement is the Rate Design and Funds Disbursement Agreement among the PTOs, as amended and restated from time to time.

Dispatch Instruction means directions given by the ISO to Market Participants, which may include instructions to start up, shut down, raise or lower generation, curtail or restore loads from Demand Resources, change External Transactions, or change the status of a Dispatchable Asset Related Demand in accordance with the Supply Offer, Demand Bid, or Demand Reduction Offer parameters. Such

instructions may also require a change to the operation of a Pool Transmission Facility. Such instructions are given through either electronic or verbal means.

Dispatch Rate means the control signal, expressed in dollars per MWh and/or megawatts, calculated and transmitted to direct the output, consumption or demand reduction level of each generating Resource, Dispatchable Asset Related Demand and Demand Response Resource dispatched by the ISO in accordance with the Offer Data.

Dispatch Zone means a subset of Nodes located within a Load Zone established by the ISO for each Capacity Commitment Period pursuant to Section III.13.1.4.6.1.

Dispatchable Asset Related Demand is any portion of an Asset Related Demand of a Market Participant that is capable of having its energy consumption modified in Real-Time in response to Dispatch Instructions has Electronic Dispatch Capability, and must be able to increase or decrease energy consumption between its Minimum Consumption Limit and Maximum Consumption Limit in accordance with Dispatch Instructions and must meet the technical requirements specified in the ISO New England Manuals. Pumped storage facilities may qualify as Dispatchable Asset Related Demand resources, however, such resources shall not qualify as a capacity resource for both the generating output and dispatchable pumping demand of the facility.

Dispute Representatives are defined in 6.5.c of the ISO New England Billing Policy.

Disputed Amount is a Covered Entity's disputed amount due on any fully paid monthly Invoice and/or any amount believed to be due or owed on a Remittance Advice, as defined in Section 6 of the ISO New England Billing Policy.

Disputing Party, for the purposes of the ISO New England Billing Policy, is any Covered Entity seeking to recover a Disputed Amount.

Distributed Generation means generation resources directly connected to end-use customer load and located behind the end-use customer's meter, which reduce the amount of energy that would otherwise have been produced by other capacity resources on the electricity network in the New England Control Area during Demand Resource On-Peak Hours, Demand Resource Seasonal Peak Hours, Real-Time Demand Response Event Hours, or Real-Time Emergency Generation Event Hours, provided that the

aggregate nameplate capacity of the generation resource does not exceed 5 MW, or does not exceed the most recent annual non-coincident peak demand of the end-use metered customer at the location where the generation resource is directly connected, whichever is greater. Generation resources cannot participate in the Forward Capacity Market or the Energy Markets as Demand Resources or Demand Response Resources, unless they meet the definition of Distributed Generation.

Do Not Exceed Dispatch Point is a Dispatch Instruction indicating a maximum output level that a wind resource must not exceed.

DR Auditing Period is the summer DR Auditing Period or winter DR Auditing Period as defined in Section III.13.6.1.5.4.3.1.

Dynamic De-List Bid is a bid that may be submitted by Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources in the Forward Capacity Auction at or below the Dynamic De-List Bid Threshold, as described in Section III.13.2.3.2(d) of Market Rule 1.

Dynamic De-List Bid Threshold is the price specified in Section III.13.1.2.3.1.A of Market Rule 1 associated with the submission of Dynamic De-List Bids in the Forward Capacity Auction.

EA Amount is defined in Section IV.B.2.2 of the Tariff.

Early Amortization Charge (EAC) is defined in Section IV.B.2 of the Tariff.

Early Amortization Working Capital Charge (EAWCC) is defined in Section IV.B.2 of the Tariff.

Early Payment Shortfall Funding Amount (EPSF Amount) is defined in Section IV.B.2.4 of the Tariff.

Early Payment Shortfall Funding Charge (EPSFC) is defined in Section IV.B.2 of the Tariff.

EAWW Amount is defined in Section IV.B.2.3 of the Tariff.

EBITDA-to-Interest Expense Ratio is, on any date, a Market Participant's or Non-Market Participant Transmission Customer's earnings before interest, taxes, depreciation and amortization in the most recent

fiscal quarter divided by that Market Participant's or Non-Market Participant Transmission Customer's expense for interest in that fiscal quarter, in each case as shown on the most recent financial statements provided by such Market Participant or Non-Market Participant Transmission Customer to the ISO.

Economic Dispatch Point is the output level to which a Resource would have been dispatched, based on the Resource's Supply Offer and the Real-Time Price, and taking account of any operating limits, had the ISO not dispatched the Resource to another Desired Dispatch Point.

Economic Maximum Limit or Economic Max is the maximum available output, in MW, of a resource that a Market Participant offers to supply in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the resource's Supply Offer. This represents the highest MW output a Market Participant has offered for a resource for economic dispatch. A Market Participant must maintain an up-to-date Economic Maximum Limit for all hours in which a resource has been offered into the Day-Ahead Energy Market or Real-Time Energy Market.

Economic Minimum Limit or Economic Min (a) for Resources with an incremental heat rate, the maximum of: (i) the lowest sustainable output level as specified by physical design characteristics, environmental regulations or licensing limits; and (ii) the lowest sustainable output level at which a one MW increment increase in the output level would not decrease the incremental cost, calculated based on the incremental heat rate, of providing an additional MW of output, and (b) for Resources without an incremental heat rate, the lowest sustainable output level that is consistent with the physical design characteristics of the Resource and with meeting all environmental regulations and licensing limits, and (c) for Resources undergoing Facility and Equipment Testing or auditing, the level to which the Resource requests and is approved to operate or is directed to operate for purposes of completing the Facility and Equipment Testing or auditing, and (d) for non-dispatchable Resources the output level at which a Market Participant anticipates its non-dispatchable Resource will be available to operate based on fuel limitations, physical design characteristics, environmental regulations or licensing limits.

Economic Study is defined in Section 4.1(b) of Attachment K to the OATT.

Effective Offer is the set of Supply Offer values that are used for NCPC calculation purposes as specified in Section III.F.1.a.

EFT is electronic funds transfer.

Elective Transmission Upgrade is ~~defined in Section I of Schedule 25 of the OATT. a Transmission Upgrade that is participant funded (i.e., voluntarily funded by an entity or entities that have agreed to pay for all of the costs of such Transmission Upgrade), and is not: (i) a Generator Interconnection Related Upgrade; (ii) a Reliability Transmission Upgrade (including a NEMA Upgrade, as appropriate); (iii) an Market Efficiency Transmission Upgrade (including a NEMA Upgrade, as appropriate); or (iv) initially proposed in an Elective Transmission Upgrade Application filed with the ISO in accordance with Section H.47.5 on a date after the addition or modification already has been otherwise identified in the current Regional System Plan (other than as an Elective Transmission Upgrade) in publication as of the date of that application.~~

Elective Transmission Upgrade Interconnection Customer Applicant is defined in Schedule 25 section H.47.5 of the OATT.

Electric Reliability Organization (ERO) is defined in 18 C.F.R. § 39.1.

Electronic Dispatch Capability is the ability to provide for the electronic transmission, receipt, and acknowledgment of data relative to the dispatch of generating units and Dispatchable Asset Related Demands and the ability to carry out the real-time dispatch processes from ISO issuance of Dispatch Instructions to the actual increase or decrease in output of dispatchable Resources.

Eligible Customer is: (i) Any entity that is engaged, or proposes to engage, in the wholesale or retail electric power business is an Eligible Customer under the OATT. (ii) Any electric utility (including any power marketer), Federal power marketing agency, or any other entity generating electric energy for sale or for resale is an Eligible Customer under the OATT. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Owner with which that entity is directly interconnected or the distribution company having the service territory in which that entity is located (if that entity is a retail customer) offer the unbundled transmission service or Local Delivery Service, or pursuant to a voluntary offer of such service by the Transmission Owner with which that entity is directly interconnected or the distribution company having the service territory in which that entity is located (if that entity is a retail customer). (iii) Any end user taking or eligible to take unbundled transmission service or Local Delivery Service pursuant to a state

requirement that the Transmission Owner with which that end user is directly interconnected or the distribution company having the service territory in which that entity is located (if that entity is a retail customer) offer the transmission service or Local Delivery Service, or pursuant to a voluntary offer of such service by the Transmission Owner with which that end user is directly interconnected, or the distribution company having the service territory in which that entity is located (if that entity is a retail customer) is an Eligible Customer under the OATT.

Eligible FTR Bidder is an entity that has satisfied applicable financial assurance criteria, and shall not include the auctioneer, its Affiliates, and their officers, directors, employees, consultants and other representatives.

Emergency is an abnormal system condition on the bulk power systems of New England or neighboring Control Areas requiring manual or automatic action to maintain system frequency, or to prevent the involuntary loss of load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel; or a condition that requires implementation of Emergency procedures as defined in the ISO New England Manuals.

Emergency Condition means an Emergency has been declared by the ISO in accordance with the procedures set forth in the ISO New England Manuals and ISO New England Administrative Procedures.

Emergency Energy is energy transferred from one control area operator to another in an Emergency.

Emergency Minimum Limit or Emergency Min means the minimum generation amount, in MWs, that a generating unit can deliver for a limited period of time without exceeding specified limits of equipment stability and operating permits.

EMS is energy management system.

End-of-Round Price is the lowest price associated with a round of a Forward Capacity Auction, as described in Section III.13.2.3.1 of Market Rule 1.

End User Participant is defined in Section 1 of the Participants Agreement.

Energy is power produced in the form of electricity, measured in kilowatthours or megawatthours.

Energy Administration Service (EAS) is the service provided by the ISO, as described in Schedule 2 of Section IV.A of the Tariff.

Energy Component means the Locational Marginal Price at the reference point.

Energy Efficiency is installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that reduce the total amount of electrical energy needed, while delivering a comparable or improved level of end-use service. Such measures include, but are not limited to, the installation of more energy efficient lighting, motors, refrigeration, HVAC equipment and control systems, envelope measures, operations and maintenance procedures, and industrial process equipment.

Energy Imbalance Service is the form of Ancillary Service described in Schedule 4 of the OATT.

Energy Market is, collectively, the Day-Ahead Energy Market and the Real-Time Energy Market.

Energy Non-Zero Spot Market Settlement Hours are hours for which the Customer has a positive or negative Real-Time System Adjusted Net Interchange as determined by the ISO settlement process for the Energy Market.

Energy Offer Cap is \$1,000/MWh.

Energy Offer Floor is negative \$150/MWh.

Energy Transaction Units (Energy TUs) are the sum for the month for a Customer of Bilateral Contract Block-Hours, Demand Bid Block-Hours, Asset Related Demand Bid Block-Hours, Supply Offer Block-Hours and Energy Non-Zero Spot Market Settlement Hours.

Enrolling Participant is the Market Participant that registers Customers for the Load Response Program.

Equipment Damage Reimbursement is the compensation paid to the owner of a Designated Blackstart Resource as specified in Section 5.5 of Schedule 16 to the OATT.

Equivalent Demand Forced Outage Rate (EFORD) means the portion of time a unit is in demand, but is unavailable due to forced outages.

Estimated Capacity Load Obligation is, for the purposes of the ISO New England Financial Assurance Policy, the Capacity Requirement from the latest available month, adjusted as appropriate to account for any relevant Capacity Load Obligation Bilaterals, HQICCs, and Self-Supplied FCA Resource designations for the applicable month.

Establish Claimed Capability Audit is the audit performed pursuant to Section III.1.5.1.2.

Estimated Net Regional Clearing Price (ENRCP) is calculated in accordance with Section VII.C of the ISO New England Financial Assurance Policy.

Excepted Transaction is a transaction specified in Section II.40 of the Tariff for the applicable period specified in that Section.

Existing Capacity Qualification Deadline is a deadline, specified in Section III.13.1.10 of Market Rule 1, for submission of certain qualification materials for the Forward Capacity Auction, as discussed in Section III.13.1 of Market Rule 1.

Existing Capacity Qualification Package is information submitted by certain existing resources prior to participation in the Forward Capacity Auction, as described in Section III.13.1 of Market Rule 1.

Existing Capacity Resource is any resource that does not meet any of the eligibility criteria to participate in the Forward Capacity Auction as a New Capacity Resource, and, subject to ISO evaluation, for the Forward Capacity Auction to be conducted beginning February 1, 2008, any resource that is under construction and within 12 months of its expected commercial operations date.

Existing Demand Resource is a type of Demand Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.1.1 of Market Rule 1.

Existing Generating Capacity Resource is a type of resource participating in the Forward Capacity Market, as defined in Section III.13.1.2.1 of Market Rule 1.

Existing Import Capacity Resource is a type of resource participating in the Forward Capacity Market, as defined in Section III.13.1.3.1 of Market Rule 1.

Expedited Study Request is defined in Section II.34.7 of the OATT.

Export-Adjusted LSR is as defined in Section III.12.4(b)(ii).

Export Bid is a bid that may be submitted by certain resources in the Forward Capacity Auction to export capacity to an external Control Area, as described in Section III.13.1.2.3.1.3 of Market Rule 1.

Exports are Real-Time External Transactions, which are limited to sales from the New England Control Area, for exporting energy out of the New England Control Area.

External Elective Transmission Upgrade (External ETU) is defined in Section I of Schedule 25 of the OATT.

External Market Monitor means the person or entity appointed by the ISO Board of Directors pursuant to Section III.A.1.2 of Appendix A of Market Rule 1 to carry out the market monitoring and mitigation functions specified in Appendix A and elsewhere in Market Rule 1.

External Node is a proxy bus or buses used for establishing a Locational Marginal Price for energy received by Market Participants from, or delivered by Market Participants to, a neighboring Control Area or for establishing Locational Marginal Prices associated with energy delivered through the New England Control Area by Non-Market Participants for use in calculating Non-Market Participant Congestion Costs and loss costs.

External Resource means a generation resource located outside the metered boundaries of the New England Control Area.

External Transaction is the import of external energy into the New England Control Area by a Market Participant or the export of internal energy out of the New England Control Area by a Market Participant in the Day-Ahead Energy Market and/or Real-Time Energy Market, or the wheeling of external energy through the New England Control Area by a Market Participant or a Non-Market Participant in the Real-Time Energy Market.

Facilities Study is an engineering study conducted pursuant to the OATT by the ISO (or, in the case of Local Service or interconnections to Local Area Facilities as defined in the TOA, by one or more affected PTOs) or some other entity designated by the ISO in consultation with any affected Transmission Owner(s), to determine the required modifications to the PTF and Non-PTF, including the cost and scheduled completion date for such modifications, that will be required to provide a requested transmission service or interconnection on the PTF and Non-PTF.

Facility and Equipment Testing means operation of a Resource to evaluate the functionality of the facility or equipment utilized in the operation of the facility.

Failure to Maintain Blackstart Capability is a failure of a Blackstart Owner or Designated Blackstart Resource to meet the Blackstart Service Minimum Criteria or Blackstart Service obligations, but does not include a Failure to Perform During a System Restoration event.

Failure to Perform During a System Restoration is a failure of a Blackstart Owner or Designated Blackstart Resource to follow ISO or Local Control Center dispatch instructions or perform in accordance with the dispatch instructions or the Blackstart Service Minimum Criteria and Blackstart Service obligations, described within the ISO New England Operating Documents, during a restoration of the New England Transmission System.

Fast Start Demand Response Resource is a Demand Response Resource that meets the following criteria: (i) Minimum Reduction Time does not exceed one hour; (ii) Minimum Time Between Reductions does not exceed one hour; (iii) Demand Response Resource Start-Up Time plus Demand Response Resource Notification Time does not exceed 30 minutes; (iv) has personnel available to respond to Dispatch Instructions or has automatic remote response capability; (v) is capable of receiving and acknowledging a Dispatch Instruction electronically; and (vi) has satisfied its Minimum Time Between Reductions.

Fast Start Generator means a generating unit that the ISO may dispatch within the hour through electronic dispatch and that meets the following criteria: (i) minimum run time does not exceed one hour; (ii) minimum down time does not exceed one hour; (iii) cold Notification Time plus cold Start-Up Time does not exceed 30 minutes; (iv) available for dispatch and manned or has automatic remote dispatch

capability; (v) capable of receiving and acknowledging a start-up or shut-down dispatch instruction electronically; and (vi) has satisfied its minimum down time.

FCA Cleared Export Transaction is defined in Section III.1.10.7(f)(ii) of Market Rule 1.

FCA Payment is the monthly capacity payment for a resource whose offer has cleared in a Forward Capacity Auction as described in Section III.13.7.2.1.1(a) of Market Rule 1.

FCA Qualified Capacity is the Qualified Capacity that is used in a Forward Capacity Auction.

FCM Capacity Charge Requirements are calculated in accordance with Section VII.C of the ISO New England Financial Assurance Policy.

FCM Deposit is calculated in accordance with Section VII.B.1 of the ISO New England Financial Assurance Policy.

FCM Financial Assurance Requirements are described in Section VII of the ISO New England Financial Assurance Policy.

Final Forward Reserve Obligation is calculated in accordance with Section III.9.8(a) of Market Rule 1.

Financial Assurance Default results from a Market Participant or Non-Market Participant Transmission Customer's failure to comply with the ISO New England Financial Assurance Policy.

Financial Assurance Obligations relative to the ISO New England Financial Assurance Policy are determined in accordance with Section III.A(v) of the ISO New England Financial Assurance Policy.

Financial Transmission Right (FTR) is a financial instrument that evidences the rights and obligations specified in Sections III.5.2.2 and III.7 of the Tariff.

Firm Point-To-Point Service is service which is arranged for and administered between specified Points of Receipt and Delivery in accordance with Part II.C of the OATT.

Firm Transmission Service is Regional Network Service, Through or Out Service, service for Excepted Transactions, firm MTF Service, firm OTF Service, and firm Local Service.

Force Majeure - An event of Force Majeure means any act of God, labor disturbance, act of the public enemy or terrorists, war, invasion, insurrection, riot, fire, storm or flood, ice, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond the control of the ISO, a Transmission Owner, a Schedule 20A Service Provider, or a Customer, including without limitation, in the case of the ISO, any action or inaction by a Customer, a Schedule 20A Service Provider, or a Transmission Owner, in the case of a Transmission Owner, any action or inaction by the ISO, any Customer, a Schedule 20A Service Provider, or any other Transmission Owner, in the case of a Schedule 20A Service Provider, any action or inaction by the ISO, any Customer, a Transmission Owner, or any other Schedule 20A Service Provider, and, in the case of a Transmission Customer, any action or inaction by the ISO, a Schedule 20A Service Provider, or any Transmission Owner.

Forecast Hourly Demand Reduction means the estimated maximum quantity of energy reduction (MWh), measured at the end-use customer meter that can be produced by a Real-Time Demand Response Resource, or Real-Time Emergency Generation Resource, in each hour of an Operating Day. For a Real-Time Emergency Generation Asset that is metered at the generator and associated with a Real-Time Emergency Generation Resource, the Forecast Hourly Demand Reduction means the estimated maximum generator output (MWh) in each hour of an Operating Day.

Formal Warning is defined in Section III.B.4.1.1 of Appendix B of Market Rule 1.

Formula-Based Sanctions are defined in Section III.B.4.1.3 of Appendix B of Market Rule 1.

Forward Capacity Auction (FCA) is the annual descending clock auction in the Forward Capacity Market, as described in Section III.13.2 of Market Rule 1.

Forward Capacity Auction Starting Price is calculated in accordance with Section III.13.2.4 of Market Rule 1.

Forward Capacity Market (FCM) is the forward market for procuring capacity in the New England Control Area, as described in Section III.13 of Market Rule 1.

Forward Reserve means TMNSR and TMOR purchased by the ISO on a forward basis on behalf of Market Participants as provided for in Section III.9 of Market Rule 1.

Forward Reserve Assigned Megawatts is the amount of Forward Reserve, in megawatts, that a Market Participant assigns to eligible Forward Reserve Resources to meet its Forward Reserve Obligation as defined in Section III.9.4.1 of Market Rule 1.

Forward Reserve Auction is the periodic auction conducted by the ISO in accordance with Section III.9 of Market Rule 1 to procure Forward Reserve.

Forward Reserve Auction Offers are offers to provide Forward Reserve to meet system and Reserve Zone requirements as submitted by a Market Participant in accordance with Section III.9.3 of Market Rule 1.

Forward Reserve Charge is a Market Participant's share of applicable system and Reserve Zone Forward Reserve costs attributable to meeting the Forward Reserve requirement as calculated in accordance with Section III.9.9 of Market Rule 1.

Forward Reserve Clearing Price is the clearing price for TMNSR or TMOR, as applicable, for the system and each Reserve Zone resulting from the Forward Reserve Auction as defined in Section III.9.4 of Market Rule 1.

Forward Reserve Credit is the credit received by a Market Participant that is associated with that Market Participant's Final Forward Reserve Obligation as calculated in accordance with Section III.9.8 of Market Rule 1.

Forward Reserve Delivered Megawatts are calculated in accordance with Section III.9.6.5 of Market Rule 1.

Forward Reserve Delivery Period is defined in Section III.9.1 of Market Rule 1.

Forward Reserve Failure-to-Activate Megawatts are calculated in accordance with Section III.9.7.2(a) of Market Rule 1.

Forward Reserve Failure-to-Activate Penalty is the penalty associated with a Market Participant's failure to activate Forward Reserve when requested to do so by the ISO and is defined in Section III.9.7.2 of Market Rule 1.

Forward Reserve Failure-to-Activate Penalty Rate is specified in Section III.9.7.2 of Market Rule 1.

Forward Reserve Failure-to-Reserve, as specified in Section III.9.7.1 of Market Rule 1, occurs when a Market Participant's Forward Reserve Delivered Megawatts for a Reserve Zone in an hour is less than that Market Participant's Forward Reserve Obligation for that Reserve Zone in that hour. Under these circumstances the Market Participant pays a penalty based upon the Forward Reserve Failure-to-Reserve Penalty Rate and that Market Participant's Forward Reserve Failure-to-Reserve Megawatts.

Forward Reserve Failure-to-Reserve Megawatts are calculated in accordance with Section III.9.7.1(a) of Market Rule 1.

Forward Reserve Failure-to-Reserve Penalty is the penalty associated with a Market Participant's failure to reserve Forward Reserve and is defined in Section III.9.7.1 of Market Rule 1.

Forward Reserve Failure-to-Reserve Penalty Rate is specified in Section III.9.7.1(b)(ii) of Market Rule 1.

Forward Reserve Fuel Index is the index or set of indices used to calculate the Forward Reserve Threshold Price as defined in Section III.9.6.2 of Market Rule 1.

Forward Reserve Heat Rate is the heat rate as defined in Section III.9.6.2 of Market Rule 1 that is used to calculate the Forward Reserve Threshold Price.

Forward Reserve Market is a market for forward procurement of two reserve products, Ten-Minute Non-Spinning Reserve (TMNSR) and Thirty-Minute Operating Reserve (TMOR).

Forward Reserve MWs are those megawatts assigned to specific eligible Forward Reserve Resources which convert a Forward Reserve Obligation into a Resource-specific obligation.

Forward Reserve Obligation is a Market Participant's amount, in megawatts, of Forward Reserve that cleared in the Forward Reserve Auction and adjusted, as applicable, to account for bilateral transactions that transfer Forward Reserve Obligations.

Forward Reserve Obligation Charge is defined in Section III.10.4 of Market Rule 1.

Forward Reserve Offer Cap is \$14,000/megawatt-month.

Forward Reserve Payment Rate is defined in Section III.9.8 of Market Rule 1.

Forward Reserve Procurement Period is defined in Section III.9.1 of Market Rule 1.

Forward Reserve Qualifying Megawatts refer to all or a portion of a Forward Reserve Resource's capability offered into the Real-Time Energy Market at energy offer prices above the applicable Forward Reserve Threshold Price that are calculated in accordance with Section III.9.6.4 of Market Rule 1.

Forward Reserve Resource is a Resource that meets the eligibility requirements defined in Section III.9.5.2 of Market Rule 1 that has been assigned Forward Reserve Obligation by a Market Participant.

Forward Reserve Threshold Price is the minimum price at which assigned Forward Reserve Megawatts are required to be offered into the Real-Time Energy Market as calculated in Section III.9.6.2 of Market Rule 1.

FTR Auction is the periodic auction of FTRs conducted by the ISO in accordance with Section III.7 of Market Rule 1.

FTR Auction Revenue is the revenue collected from the sale of FTRs in FTR Auctions. FTR Auction Revenue is payable to FTR Holders who submit their FTRs for sale in the FTR Auction in accordance with Section III.7 of Market Rule 1 and to ARR Holders and Incremental ARR Holders in accordance with Appendix C of Market Rule 1.

FTR Award Financial Assurance is a required amount of financial assurance that must be maintained at all times from a Designated FTR Participant for each FTR awarded to the participant in any FTR

Auctions. This amount is calculated pursuant to Section VI.C of the ISO New England Financial Assurance Policy.

FTR Bid Financial Assurance is an amount of financial assurance required from a Designated FTR Participant for each bid submission into an FTR auction. This amount is calculated pursuant to Section VI.B of the ISO New England Financial Assurance Policy.

FTR Credit Test Percentage is calculated in accordance with Section III.B.1(b) of the ISO New England Financial Assurance Policy.

FTR Financial Assurance Requirements are described in Section VI of the ISO New England Financial Assurance Policy.

FTR Holder is an entity that acquires an FTR through the FTR Auction to Section III.7 of Market Rule 1 and registers with the ISO as the holder of the FTR in accordance with Section III.7 of Market Rule 1 and applicable ISO New England Manuals.

FTR-Only Customer is a Market Participant that transacts in the FTR Auction and that does not participate in other markets or programs of the New England Markets. References in this Tariff to a “Non-Market Participant FTR Customers” and similar phrases shall be deemed references to an FTR-Only Customer.

FTR Settlement Risk Financial Assurance is an amount of financial assurance required by a Designated FTR Participant for each bid submission into an FTR Auction and for each bid awarded to the individual participant in an FTR Auction. This amount is calculated pursuant to Section VI.A of the ISO New England Financial Assurance Policy.

GADS Data means data submitted to the NERC for collection into the NERC’s Generating Availability Data System (GADS).

Gap Request for Proposals (Gap RFP) is defined in Section III.11 of Market Rule 1.

Gas Day means a period of 24 consecutive hours beginning at 0900 hrs Central Time.

Generating Capacity Resource means a New Generating Capacity Resource or an Existing Generating Capacity Resource.

Generator Asset is a generator that has been registered in accordance with the Asset Registration Process.

Generator Imbalance Service is the form of Ancillary Service described in Schedule 10 of the OATT.

Generator Interconnection Related Upgrade is an addition to or modification of the New England Transmission System (pursuant to Section II.47.1, Schedule 22 or Schedule 23 of the OATT) to effect the interconnection of a new generating unit or an existing generating unit whose energy capability or capacity capability is being materially changed and increased whether or not the interconnection is being effected to meet the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard. As to Category A Projects (as defined in Schedule 11 of the OATT), a Generator Interconnection Related Upgrade also includes an upgrade beyond that required to satisfy the Network Capability Interconnection Standard (or its predecessor) for which the Generator Owner has committed to pay prior to October 29, 1998.

Generator Owner is the owner, in whole or part, of a generating unit whether located within or outside the New England Control Area.

Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4).

Governance Only Member is defined in Section 1 of the Participants Agreement.

Governance Participant is defined in the Participants Agreement.

Governing Documents, for the purposes of the ISO New England Billing Policy, are the Transmission, Markets and Services Tariff and ISO Participants Agreement.

Governing Rating is the lowest corporate rating from any Rating Agency for that Market Participant, or, if the Market Participant has no corporate rating, then the lowest rating from any Rating Agency for that Market Participant's senior unsecured debt.

Grandfathered Agreements (GAs) is a transaction specified in Section II.45 for the applicable period specified in that Section.

Grandfathered Intertie Agreement (GIA) is defined pursuant to the TOA.

Handy-Whitman Index of Public Utility Construction Costs is the Total Other Production Plant index shown in the Cost Trends of Electric Utility Construction for the North Atlantic Region as published in the Handy-Whitman Index of Public Utility Construction Costs.

Highgate Transmission Facilities (HTF) are existing U. S.-based transmission facilities covered under the Agreement for Joint Ownership, Construction and Operation of the Highgate Transmission Interconnection dated as of August 1, 1984 including (1) the whole of a 200 megawatt high-voltage, back-to-back, direct-current converter facility located in Highgate, Vermont and (2) a 345 kilovolt transmission line within Highgate and Franklin, Vermont (which connects the converter facility at the U.S.-Canadian border to a Hydro-Quebec 120 kilovolt line in Bedford, Quebec). The HTF include any upgrades associated with increasing the capacity or changing the physical characteristics of these facilities as defined in the above stated agreement dated August 1, 1984 until the Operations Date, as defined in the TOA. The current HTF rating is a nominal 225 MW. The HTF are not defined as PTF. Coincident with the Operations Date and except as stipulated in Schedules, 9, 12, and Attachment F to the OATT, HTF shall be treated in the same manner as PTF for purposes of the OATT and all references to PTF in the OATT shall be deemed to apply to HTF as well. The treatment of the HTF is not intended to establish any binding precedent or presumption with regard to the treatment for other transmission facilities within the New England Transmission System (including HVDC, MTF, or Control Area Interties) for purposes of the OATT.

Host Participant or Host Utility is a Market Participant or a Governance Participant transmission or distribution provider that reconciles the loads within the metering domain with OP-18 compliant metering.

Hourly Adjusted Audited Demand Reduction is calculated in accordance with Section III.13.7.1.5.10.1.2.

Hourly Calculated Demand Resource Performance Value means the performance of a Demand Resource during Real-Time Demand Response Event Hours and Real-Time Emergency Generation Event Hours for purposes of calculating a Demand Reduction Value pursuant to Sections III.13.7.1.5.7.3 and III.13.7.1.5.8.3.

Hourly Charges are defined in Section 1.3 of the ISO New England Billing Policy.

Hourly PER is calculated in accordance with Section III.13.7.2.7.1.1.1(a) of Market Rule 1.

Hourly Real-Time Demand Response Resource Deviation means the difference between the Average Hourly Load Reduction or Average Hourly Output of the Real-Time Demand Response Resource and the amount of load reduction or output that the Market Participant was instructed to produce pursuant to a Dispatch Instruction calculated pursuant to Section III.13.7.1.5.7.3.1.

Hourly Real-Time Emergency Generation Resource Deviation is calculated pursuant to Section III.13.7.1.5.8.3.1.

Hourly Requirements are determined in accordance with Section III.A(i) of the ISO New England Financial Assurance Policy.

Hourly Shortfall NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Hub is a specific set of pre-defined Nodes for which a Locational Marginal Price will be calculated for the Day-Ahead Energy Market and Real-Time Energy Market and which can be used to establish a reference price for energy purchases and the transfer of Day-Ahead Adjusted Load Obligations and Real-Time Adjusted Load Obligations and for the designation of FTRs.

Hub Price is calculated in accordance with Section III.2.8 of Market Rule 1.

HQ Interconnection Capability Credit (HQICC) is a monthly value reflective of the annual installed capacity benefits of the Phase I/II HVDC-TF, as determined by the ISO, using a standard methodology on file with the Commission, in conjunction with the setting of the Installed Capacity Requirement. An appropriate share of the HQICC shall be assigned to an IRH if the Phase I/II HVDC-TF support costs are paid by that IRH and such costs are not included in the calculation of the Regional Network Service rate. The share of HQICC allocated to such an eligible IRH for a month is the sum in kilowatts of (1)(a) the IRH's percentage share, if any, of the Phase I Transfer Capability times (b) the Phase I Transfer Credit, plus (2)(a) the IRH's percentage share, if any, of the Phase II Transfer Capability, times (b) the Phase II Transfer Credit. The ISO shall establish appropriate HQICCs to apply for an IRH which has such a percentage share.

Import Capacity Resource means an Existing Import Capacity Resource or a New Import Capacity Resource offered to provide capacity in the New England Control Area from an external Control Area.

Inadequate Supply is defined in Section III.13.2.8.1 of Market Rule 1.

Inadvertent Energy Revenue is defined in Section III.3.2.1(k) of Market Rule 1.

Inadvertent Energy Revenue Charges or Credits is defined in Section III.3.2.1(l) of Market Rule 1.

Inadvertent Interchange means the difference between net actual energy flow and net scheduled energy flow into or out of the New England Control Area.

Increment Offer means an offer to sell energy at a specified Location in the Day-Ahead Energy Market which is not associated with a physical supply. An accepted Increment Offer results in scheduled generation at the specified Location in the Day-Ahead Energy Market.

Incremental ARR is an ARR provided in recognition of a participant-funded transmission system upgrade pursuant to Appendix C of this Market Rule.

Incremental ARR Holder is an entity which is the record holder of an Incremental Auction Revenue Right in the register maintained by the ISO.

Incremental Cost of Reliability Service is described in Section III.13.2.5.2.5.2 of Market Rule 1.

Independent Transmission Company (ITC) is a transmission entity that assumes certain responsibilities in accordance with Section 10.05 of the Transmission Operating Agreement and Attachment M to the OATT, subject to the acceptance or approval of the Commission and a finding of the Commission that the transmission entity satisfies applicable independence requirements.

Information Request is a request from a potential Disputing Party submitted in writing to the ISO for access to Confidential Information.

Initial Market Participant Financial Assurance Requirement is calculated for new Market Participants and Returning Market Participants, other than an FTR-Only Customer or a Governance Only Member, according to Section IV of the ISO New England Financial Assurance Policy.

Installed Capacity Requirement means the level of capacity required to meet the reliability requirements defined for the New England Control Area, as described in Section III.12 of Market Rule 1.

Insufficient Competition is defined in Section III.13.2.8.2 of Market Rule 1.

Interchange Transactions are transactions deemed to be effected under Market Rule 1.

Interconnecting Transmission Owner has the meaning specified in Section I of Schedule 22, ~~and~~ Attachment 1 to Schedule 23, ~~and~~ Section I of Schedule 25 of the OATT.

Interconnection Agreement is the “Large Generator Interconnection Agreement”, ~~or~~ the “Small Generator Interconnection Agreement”, ~~or the “Elective Transmission Upgrade Interconnection Agreement”~~ pursuant to Schedules 22, ~~and~~ 23 ~~or~~ 25 of the ISO OATT or an interconnection agreement approved by the Commission prior to the adoption of the Interconnection Procedures.

Interconnection Customer has the meaning specified in Section I of Schedule 22, ~~and~~ Attachment 1 to Schedule 23, ~~and~~ Section I of Schedule 25 of the OATT.

Interconnection Feasibility Study Agreement has the meaning specified in Section I of Schedule 22, ~~or~~ Attachment 1 to Schedule 23, or Section I of Schedule 25 of the OATT.

Interconnection Procedure is the “Large Generator Interconnection Procedures”, ~~or~~ the “Small Generator Interconnection Procedures”, or the “Elective Transmission Upgrade Interconnection Procedures” pursuant to Schedules 22, ~~and~~ 23, and 25 of the ISO OATT.

Interconnection Request has the meaning specified in Section I of Schedule 22, ~~or~~ Attachment 1 to Schedule 23, or Section I of Schedule 25 of the OATT.

Interconnection Rights Holder(s) (IRH) has the meaning given to it in Schedule 20A to Section II of this Tariff.

Interconnection System Impact Study Agreement has the meaning specified in Section I of Schedule 22, ~~and~~ Attachment 1 to Schedule 23 and Section I of Schedule 25 of the OATT.

Interest is interest calculated in the manner specified in Section II.8.3.

Intermittent Power Resource is defined in Section III.13.1.2.2.2 of Market Rule 1.

Intermittent Settlement Only Resource is a Settlement Only Resource that is also an Intermittent Power Resource.

Internal Bilateral for Load is an internal bilateral transaction under which the buyer receives a reduction in Real-Time Load Obligation and the seller receives a corresponding increase in Real-Time Load Obligation in the amount of the sale, in MWs. An Internal Bilateral for Load transaction is only applicable in the Real-Time Energy Market.

Internal Bilateral for Market for Energy is an internal bilateral transaction for Energy which applies in the Day-Ahead Energy Market and Real-Time Energy Market or just the Real-Time Energy Market under which the buyer receives a reduction in Day-Ahead Adjusted Load Obligation and Real-Time Adjusted Load Obligation and the seller receives a corresponding increase in Day-Ahead Adjusted Load Obligation and Real-Time Adjusted Load Obligation in the amount of the sale, in MWs.

Internal Elective Transmission Upgrade (Internal ETU) is defined in Section I of Schedule 25 of the OATT.

Internal Market Monitor means the department of the ISO responsible for carrying out the market monitoring and mitigation functions specified in Appendix A and elsewhere in Market Rule 1.

Interruption Cost is the amount, in dollars, that must be paid to a Market Participant each time the Market Participant's Demand Response Resource is scheduled or dispatched in the New England Markets to reduce demand.

Investment Grade Rating, for a Market (other than an FTR-Only Customer) or Non-Market Participant Transmission Customer, is either (a) a corporate investment grade rating from one or more of the Rating Agencies, or (b) if the Market Participant or Non-Market Participant Transmission Customer does not have a corporate rating from one of the Rating Agencies, then an investment grade rating for the Market Participant's or Non-Market Participant Transmission Customer's senior unsecured debt from one or more of the Rating Agencies.

Invoice is a statement issued by the ISO for the net Charge owed by a Covered Entity pursuant to the ISO New England Billing Policy.

Invoice Date is the day on which the ISO issues an Invoice.

ISO means ISO New England Inc.

ISO Charges, for the purposes of the ISO New England Billing Policy, are both Non-Hourly Charges and Hourly Charges.

ISO Control Center is the primary control center established by the ISO for the exercise of its Operating Authority and the performance of functions as an RTO.

ISO-Initiated Claimed Capability Audit is the audit performed pursuant to Section III.1.5.1.4.

ISO New England Administrative Procedures means procedures adopted by the ISO to fulfill its responsibilities to apply and implement ISO New England System Rules.

ISO New England Billing Policy is Exhibit ID to Section I of the Transmission, Markets and Services Tariff.

ISO New England Filed Documents means the Transmission, Markets and Services Tariff, including but not limited to Market Rule 1, the Participants Agreement, the Transmission Operating Agreement or other documents that affect the rates, terms and conditions of service.

ISO New England Financial Assurance Policy is Exhibit IA to Section I of the Transmission, Markets and Services Tariff.

ISO New England Information Policy is the policy establishing guidelines regarding the information received, created and distributed by Market Participants and the ISO in connection with the settlement, operation and planning of the System, as the same may be amended from time to time in accordance with the provisions of this Tariff. The ISO New England Information Policy is Attachment D to the Transmission, Markets and Services Tariff.

ISO New England Manuals are the manuals implementing Market Rule 1, as amended from time to time in accordance with the Participants Agreement. Any elements of the ISO New England Manuals that substantially affect rates, terms, and/or conditions of service shall be filed with the Commission under Section 205 of the Federal Power Act.

ISO New England Operating Documents are the Tariff and the ISO New England Operating Procedures.

ISO New England Operating Procedures are the ISO New England Planning Procedures and the operating guides, manuals, procedures and protocols developed and utilized by the ISO for operating the ISO bulk power system and the New England Markets.

ISO New England Planning Procedures are the procedures developed and utilized by the ISO for planning the ISO bulk power system.

ISO New England System Rules are Market Rule 1, the ISO New England Information Policy, the ISO New England Administrative Procedures, the ISO New England Manuals and any other system rules,

procedures or criteria for the operation of the New England Transmission System and administration of the New England Markets and the Transmission, Markets and Services Tariff.

ITC Agreement is defined in Attachment M to the OATT.

ITC Rate Schedule is defined in Section 3.1 of Attachment M to the OATT.

ITC System is defined in Section 2.2 of Attachment M to the OATT.

ITC System Planning Procedures is defined in Section 15.4 of Attachment M to the OATT.

Late Payment Account is a segregated interest-bearing account into which the ISO deposits Late Payment Charges due from ISO Charges and interest owed from participants for late payments that are collected and not distributed to the Covered Entities, until the Late Payment Account Limit is reached, under the ISO New England Billing Policy and penalties collected under the ISO New England Financial Assurance Policy.

Late Payment Account Limit is defined in Section 4.2 of the ISO New England Billing Policy.

Late Payment Charge is defined in Section 4.1 of the ISO New England Billing Policy.

Lead Market Participant, for purposes other than the Forward Capacity Market, is the entity authorized to submit Supply Offers, Demand Bids or Demand Reduction Offers for a Resource and to whom certain Energy TUs are assessed under Schedule 2 of Section IV.A of the Tariff. For purposes of the Forward Capacity Market, the Lead Market Participant is the entity designated to participate in that market on behalf of an Existing Capacity Resource or a New Capacity Resource.

Limited Energy Resource means generating resources that, due to design considerations, environmental restriction on operations, cyclical requirements, such as the need to recharge or refill or manage water flow, or fuel limitations, are unable to operate continuously at full output on a daily basis.

Load Asset means a physical load that has been registered in accordance with the Asset Registration Process.

Load Management means installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that curtail electrical usage or shift electrical usage from Demand Resource On-Peak Hours, Demand Resource Seasonal Peak Hours, or Real-Time Demand Response Event Hours to other hours and reduce the amount of capacity needed, while delivering a comparable or acceptable level of end-use service. Such measures include, but are not limited to, energy management systems, load control end-use cycling, load curtailment strategies, chilled water storage, and other forms of electricity storage.

Load Response Program means the program implemented and administered by the ISO to promote demand side response as described in Appendix E to Market Rule 1.

Load Response Program Asset means one or more individual end-use metered customers that report load reduction and consumption, or generator output as a single set of values, are assigned an identification number, that participate in the Load Response Program and which encompass assets registered in the Real-Time Price Response Program or Real-Time Demand Response Assets, and are further described in Appendix E of Market Rule 1.

Load Shedding is the systematic reduction of system demand by temporarily decreasing load.

Load Zone is a Reliability Region, except as otherwise provided for in Section III.2.7 of Market Rule 1.

Local Area Facilities are defined in the TOA.

Local Benefit Upgrade(s) (LBU) is an upgrade, modification or addition to the transmission system that is: (i) rated below 115kV or (ii) rated 115kV or above and does not meet all of the non-voltage criteria for PTF classification specified in the OATT.

Local Control Centers are those control centers in existence as of the effective date of the OATT (including the CONVEX, REMVEC, Maine and New Hampshire control centers) or established by the PTOs in accordance with the TOA that are separate from the ISO Control Center and perform certain functions in accordance with the OATT and the TOA.

Local Delivery Service is the service of delivering electric energy to end users. This service is subject to state jurisdiction regardless of whether such service is provided over local distribution or transmission

facilities. An entity that is an Eligible Customer under the OATT is not excused from any requirements of state law, or any order or regulation issued pursuant to state law, to arrange for Local Delivery Service with the Participating Transmission Owner and/or distribution company providing such service and to pay all applicable charges associated with such service, including charges for stranded costs and benefits.

Local Network is defined as the transmission facilities constituting a local network as identified in Attachment E, as such Attachment may be modified from time to time in accordance with the Transmission Operating Agreement.

Local Network Load is the load that a Network Customer designates for Local Network Service under Schedule 21 to the OATT.

Local Network RNS Rate is the rate applicable to Regional Network Service to effect a delivery to load in a particular Local Network, as determined in accordance with Schedule 9 to the OATT.

Local Network Service (LNS) is the network service provided under Schedule 21 and the Local Service Schedules to permit the Transmission Customer to efficiently and economically utilize its resources to serve its load.

Local Point-To-Point Service (LPTP) is Point-to-Point Service provided under Schedule 21 of the OATT and the Local Service Schedules to permit deliveries to or from an interconnection point on the PTF.

Local Resource Adequacy Requirement is calculated pursuant to Section III.12.2.1.1.

Local Second Contingency Protection Resources are those Resources identified by the ISO on a daily basis as necessary for the provision of Operating Reserve requirements and adherence to NERC, NPCC and ISO reliability criteria over and above those Resources required to meet first contingency reliability criteria within a Reliability Region.

Local Service is transmission service provided under Schedule 21 and the Local Service Schedules thereto.

Local Service Schedule is a PTO-specific schedule to the OATT setting forth the rates, charges, terms and conditions applicable to Local Service.

Local Sourcing Requirement (LSR) is the minimum amount of capacity that must be located within an import-constrained Load Zone, calculated as described in Section III.12.2 of Market Rule 1.

Local System Planning (LSP) is the process defined in Appendix 1 of Attachment K to the OATT.

Localized Costs are the incremental costs resulting from a RTEP02 Upgrade or a Regional Benefit Upgrade that exceeds those requirements that the ISO deems reasonable and consistent with Good Utility Practice and the current engineering design and construction practices in the area in which the Transmission Upgrade is built. In making its determination of whether Localized Costs exist, the ISO will consider, in accordance with Schedule 12C of the OATT, the reasonableness of the proposed engineering design and construction method with respect to alternate feasible Transmission Upgrades and the relative costs, operation, timing of implementation, efficiency and reliability of the proposed Transmission Upgrade. The ISO, with advisory input from the Reliability Committee, as appropriate, shall review such Transmission Upgrade, and determine whether there are any Localized Costs resulting from such Transmission Upgrade. If there are any such costs, the ISO shall identify them in the Regional System Plan.

Location is a Node, External Node, Load Zone or Hub. For Capacity Commitment Periods commencing on or after June 1, 2017, the Location also is a Dispatch Zone.

Locational Marginal Price (LMP) is defined in Section III.2 of Market Rule 1. The Locational Marginal Price for a Node is the nodal price at that Node; the Locational Marginal Price for an External Node is the nodal price at that External Node; the Locational Marginal Price for a Load Zone or Reliability Region is the Zonal Price for that Load Zone or Reliability Region, respectively; and the Locational Marginal Price for a Hub is the Hub Price for that Hub. For Capacity Commitment Periods commencing on or after June 1, 2017, the Location Marginal Price for a Dispatch Zone is the Zonal Price for that Dispatch Zone.

Long Lead Time ~~Generating~~ Facility (Long Lead Facility) has the meaning specified in Section I of Schedule 22 and Schedule 25 of the OATT.

Long-Term is a term of one year or more.

Long-Term Transmission Outage is a long-term transmission outage scheduled in accordance with ISO New England Operating Procedure No. 3.

Loss Component is the component of the nodal LMP at a given Node or External Node on the PTF that reflects the cost of losses at that Node or External Node relative to the reference point. The Loss Component of the nodal LMP at a given Node on the non-PTF system reflects the relative cost of losses at that Node adjusted as required to account for losses on the non-PTF system already accounted for through tariffs associated with the non-PTF. When used in connection with Hub Price or Zonal Price, the term Loss Component refers to the Loss Components of the nodal LMPs that comprise the Hub Price or Zonal Price, which Loss Components are averaged or weighted in the same way that nodal LMPs are averaged to determine Hub Price or weighted to determine Zonal Price.

Loss of Load Expectation (LOLE) is the probability of disconnecting non-interruptible customers due to a resource deficiency.

Lost Opportunity Cost (LOC) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

LSE means load serving entity.

Lump Sum Blackstart Payment is defined and calculated as specified in Section 5.4 of Schedule 16 to the OATT.

Lump Sum Blackstart Capital Payment is defined and calculated as specified in Section 5.4 of Schedule 16 to the OATT.

Lump Sum Blackstart CIP Capital Payment is defined and calculated as specified in Section 5.4 of Schedule 16 to the OATT.

Major Transmission Outage is a major transmission outage scheduled in accordance with ISO New England Operating Procedure No. 3.

Manual Response Rate is the rate, in MW/Minute, at which the output of a Generator Asset is capable of changing.

Marginal Loss Revenue Load Obligation is defined in Section III.3.2.1(b)(v) of Market Rule 1.

Market Credit Limit is a credit limit for a Market Participant's Financial Assurance Obligations (except FTR Financial Assurance Requirements) established for each Market Participant in accordance with Section II.C of the ISO New England Financial Assurance Policy.

Market Credit Test Percentage is calculated in accordance with Section III.B.1(a) of the ISO New England Financial Assurance Policy.

Market Efficiency Transmission Upgrade is defined as those additions and upgrades that are not related to the interconnection of a generator, and, in the ISO's determination, are designed to reduce bulk power system costs to load system-wide, where the net present value of the reduction in bulk power system costs to load system-wide exceeds the net present value of the cost of the transmission addition or upgrade. For purposes of this definition, the term "bulk power system costs to load system-wide" includes, but is not limited to, the costs of energy, capacity, reserves, losses and impacts on bilateral prices for electricity.

Market Participant is a participant in the New England Markets (including a FTR-Only Customer) that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the Commission.

Market Participant Financial Assurance Requirement is defined in Section III of the ISO New England Financial Assurance Policy.

Market Participant Obligations is defined in Section III.B.1.1 of Appendix B of Market Rule 1.

Market Participant Service Agreement (MPSA) is an agreement between the ISO and a Market Participant, in the form specified in Attachment A or Attachment A-1 to the Tariff, as applicable.

Market Rule 1 is ISO Market Rule 1 and appendices set forth in Section III of this ISO New England Inc. Transmission, Markets and Services Tariff, as it may be amended from time to time.

Market Violation is a tariff violation, violation of a Commission-approved order, rule or regulation, market manipulation, or inappropriate dispatch that creates substantial concerns regarding unnecessary market inefficiencies.

Material Adverse Change is any change in financial status including, but not limited to a downgrade to below an Investment Grade Rating by any Rating Agency, being placed on credit watch with negative implication by any Rating Agency if the Market Participant or Non-Market Participant Transmission Customer does not have an Investment Grade Rating, a bankruptcy filing or other insolvency, a report of a significant quarterly loss or decline of earnings, the resignation of key officer(s), the sanctioning of the Market Participant or Non-Market Participant Transmission Customer or any of its Principles imposed by the Federal Energy Regulatory Commission, the Securities Exchange Commission, any exchange monitored by the National Futures Association, or any state entity responsible for regulating activity in energy markets; the filing of a material lawsuit that could materially adversely impact current or future financial results; a significant change in the Market Participant's or Non-Market Participant Transmission Customer's credit default spreads; or a significant change in market capitalization.

Material Adverse Impact is defined, for purposes of review of ITC-proposed plans, as a proposed facility or project will be deemed to cause a "material adverse impact" on facilities outside of the ITC System if: (i) the proposed facility or project causes non-ITC facilities to exceed their capabilities or exceed their thermal, voltage or stability limits, consistent with all applicable reliability criteria, or (ii) the proposed facility or project would not satisfy the standards set forth in Section I.3.9 of the Transmission, Markets and Services Tariff. This standard is intended to assure the continued service of all non-ITC firm load customers and the ability of the non-ITC systems to meet outstanding transmission service obligations.

Maximum Capacity Limit is the maximum amount of capacity that can be procured in an export-constrained Load Zone, calculated as described in Section III.12.2 of Market Rule 1, to meet the Installed Capacity Requirement.

Maximum Consumption Limit is the maximum amount, in MW, available from the Dispatchable Asset Related Demand for economic dispatch and is based on the physical characteristics as submitted as part of a Resource's Offer Data except that a Self-Scheduled Dispatchable Asset Related Demand may modify its

Minimum Consumption Limit on an hourly basis, as part of its Demand Bid, in order to indicate the desired level of Self-Scheduled MW.

Maximum Facility Load is the most recent annual non-coincident peak demand or, if unavailable, an estimate of the annual non-coincident peak demand of a Real-Time Demand Response Asset or a Real-Time Emergency Generation Asset, where the demand evaluated is established by adding actual metered demand and the output of all generators located behind the asset's end-use customer meter in the same time intervals.

Maximum Generation is the maximum generation output of a Real-Time Demand Response Asset comprised of Distributed Generation or the maximum generation output of a Demand Response Asset comprised of Distributed Generation.

Maximum Interruptible Capacity is an estimate of the maximum hourly demand reduction amount that a Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or a Demand Response Asset can deliver. For assets that deliver demand reduction, the Maximum Interruptible Capacity is the asset's peak load less its uninterruptible load. For assets that deliver reductions through the use of generation, the Maximum Interruptible Capacity is the difference between the generator's maximum possible output and its expected output when not providing demand reduction. For assets that deliver demand reduction and Net Supply, the Maximum Interruptible Capacity is the asset's peak load plus Maximum Net Supply as measured at the Retail Delivery Point.

Maximum Load is the most recent annual non-coincident peak demand or, if unavailable, an estimate of the annual non-coincident peak demand, of a Demand Response Asset, Real-Time Demand Response Asset or Real-Time Emergency Generation Asset.

Maximum Net Supply is an estimate of the maximum hourly Net Supply for a Demand Response Asset as measured from the Demand Response Asset's Retail Delivery Point.

Maximum Reduction is the maximum available demand reduction, in MW, of a Demand Response Resource that a Market Participant offers to deliver in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the Demand Response Resource's Demand Reduction Offer.

Measure Life is the estimated time a Demand Resource measure will remain in place, or the estimated time period over which the facility, structure, equipment or system in which a measure is installed continues to exist, whichever is shorter. Suppliers of Demand Resources comprised of an aggregation of measures with varied Measures Lives shall determine and document the Measure Life either: (i) for each type of measure with a different Measure Life and adjust the aggregate performance based on the individual measure life calculation in the portfolio; or (ii) as the average Measure Life for the aggregated measures as long as the Demand Reduction Value of the Demand Resource is greater than or equal to the amount that cleared in the Forward Capacity Auction or reconfiguration auction for the entire Capacity Commitment Period, and the Demand Reduction Value for an Existing Demand Resource is not overstated in a subsequent Capacity Commitment Period. Measure Life shall be determined consistent with the Demand Resource's Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements of Market Rule 1 and the ISO New England Manuals.

Measurement and Verification Documents mean the measurement and verification documents described in Section 13.1.4.3.1 of Market Rule 1, which includes Measurement and Verification Plans, Updated Measurement and Verification Plans, Measurement and Verification Summary Reports, and Measurement and Verification Reference Reports.

Measurement and Verification Plan means the measurement and verification plan submitted by a Demand Resource supplier as part of the qualification process for the Forward Capacity Auction pursuant to the requirements of Section III.13.1.4.3 of Market Rule 1 and the ISO New England Manuals.

Measurement and Verification Reference Reports are optional reports submitted by Demand Resource suppliers during the Capacity Commitment Period subject to the schedule in the Measurement and Verification Plan and consistent with the schedule and reporting standards set forth in the ISO New England Manuals. Measurement and Verification Reference Reports update the prospective Demand Reduction Value of the Demand Resource project based on measurement and verification studies performed during the Capacity Commitment Period.

Measurement and Verification Summary Report is the monthly report submitted by a Demand Resource supplier with the monthly settlement report for the Forward Capacity Market, which documents the total Demand Reduction Values for all Demand Resources in operation as of the end of the previous month.

MEPCO Grandfathered Transmission Service Agreement (MG TSA) is a MEPCO long-term firm point-to-point transmission service agreement with a POR or POD at the New Brunswick border and a start date prior to June 1, 2007 where the holder has elected, by written notice delivered to MEPCO within five (5) days following the filing of the settlement agreement in Docket Nos. ER07-1289 and EL08-56 or by September 1, 2008 (whichever is later), MG TSA treatment as further described in Section II.45.1.

Merchant Transmission Facilities (MTF) are the transmission facilities owned by MTOs, defined and classified as MTF pursuant to Schedule 18 of the OATT, over which the ISO shall exercise Operating Authority in accordance with the terms set forth in a MTOA or Attachment K to the OATT, rated 69 kV or above and required to allow energy from significant power sources to move freely on the New England Transmission System.

Merchant Transmission Facilities Provider (MTF Provider) is an entity as defined in Schedule 18 of the OATT.

Merchant Transmission Facilities Service (MTF Service) is transmission service over MTF as provided for in Schedule 18 of the OATT.

Merchant Transmission Operating Agreement (MTOA) is an agreement between the ISO and an MTO with respect to its MTF.

Merchant Transmission Owner (MTO) is an owner of MTF.

Meter Data Error means an error in meter data, including an error in Coincident Peak Contribution values, on an Invoice issued by the ISO after the completion of the data reconciliation process as described in the ISO New England Manuals and in Section III.3.8 of Market Rule 1.

Meter Data Error RBA Submission Limit means the date thirty 30 calendar days after the issuance of the Invoice containing the results of the data reconciliation process as described in the ISO New England Manuals and in Section III.3.6 of Market Rule 1.

Minimum Consumption Limit is the minimum amount, in MW, available from a Dispatchable Asset Related Demand that is not available for economic dispatch and is based on the physical characteristics as submitted as part of a Resource's Offer Data.

Minimum Down Time is the number of hours that must elapse after a Generator Asset has been released for shutdown at or below its Economic Minimum Limit before the Generator Asset can be brought online and be released for dispatch at its Economic Minimum Limit.

Minimum Generation Emergency means an Emergency declared by the ISO in which the ISO anticipates requesting one or more generating Resources to operate at or below Economic Minimum Limit, in order to manage, alleviate, or end the Emergency.

Minimum Generation Emergency Credits are those Real-Time Dispatch NCPC Credits calculated pursuant to Appendix F of Market Rule 1 for resources within a reliability region that are dispatched during a period for which a Minimum Generation Emergency has been declared.

Minimum Run Time is the number of hours that a Generator Asset must remain online after it has been scheduled to reach its Economic Minimum Limit before it can be released for shutdown from its Economic Minimum Limit.

Minimum Reduction is the minimum available demand reduction, in MW, of a Demand Response Resource that a Market Participant offers to deliver in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the Demand Response Resource's Demand Reduction Offer.

Minimum Reduction Time is the minimum number of hours of demand reduction at or above the Minimum Reduction for which the ISO must dispatch a Demand Response Resource to reduce demand.

Minimum Time Between Reductions is the minimum number of hours that a Market Participant requires between the time the Demand Response Resource receives a Dispatch Instruction from the ISO to not reduce demand and the time the Demand Response Resource receives a Dispatch Instruction from the ISO to reduce demand.

Monthly Blackstart Service Charge is the charge made to Transmission Customers pursuant to Section 6 of Schedule 16 to the OATT.

Monthly Capacity Variance means a Demand Resource's actual monthly Capacity Value established pursuant to Section III.13.7.1.5.1 of Market Rule 1, minus the Demand Resource's final Capacity Supply Obligation for the month.

Monthly Peak is defined in Section II.21.2 of the OATT.

Monthly PER is calculated in accordance with Section III.13.7.2.7.1.1.2(a) of Market Rule 1.

Monthly Real-Time Generation Obligation is the sum, for all hours in a month, at all Locations, of a Customer's Real-Time Generation Obligation, in MWhs.

Monthly Real-Time Load Obligation is the absolute value of a Customer's hourly Real-Time Load Obligation summed for all hours in a month, in MWhs.

Monthly Regional Network Load is defined in Section II.21.2 of the OATT.

Monthly Statement is the first weekly Statement issued on a Monday after the tenth of a calendar month that includes both the Hourly Charges for the relevant billing period and Non-Hourly Charges for the immediately preceding calendar month.

MUI is the market user interface.

Municipal Market Participant is defined in Section II of the ISO New England Financial Assurance Policy.

MW is megawatt.

MWh is megawatt-hour.

Native Load Customers are the wholesale and retail power customers of a Transmission Owner on whose behalf the Transmission Owner, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate its system to meet the reliable electric needs of such customers.

NCPC Charge means the charges to Market Participants calculated pursuant to Appendix F to Market Rule 1.

NCPC Credit means the credits to Market Participants calculated pursuant to Appendix F to Market Rule 1.

Needs Assessment is defined in Section 4.1 of Attachment K to the OATT.

NEMA, for purposes of Section III of the Tariff, is the Northeast Massachusetts Reliability Region.

NEMA Contract is a contract described in Appendix C of Market Rule 1 and listed in Exhibit 1 of Appendix C of Market Rule 1.

NEMA Load Serving Entity (NEMA LSE) is a Transmission Customer or Congestion Paying LSE Entity that serves load within NEMA.

NEMA or Northeast Massachusetts Upgrade, for purposes of Section II of the Tariff, is an addition to or modification of the PTF into or within the Northeast Massachusetts Reliability Region that was not, as of December 31, 1999, the subject of a System Impact Study or application filed pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff; that is not related to generation interconnections; and that will be completed and placed in service by June 30, 2004. Such upgrades include, but are not limited to, new transmission facilities and related equipment and/or modifications to existing transmission facilities and related equipment. The list of NEMA Upgrades is contained in Schedule 12A of the OATT.

NEPOOL is the New England Power Pool, and the entities that collectively participated in the New England Power Pool.

NEPOOL Agreement is the agreement among the participants in NEPOOL.

NEPOOL GIS is the generation information system.

NEPOOL GIS Administrator is the entity or entities that develop, administer, operate and maintain the NEPOOL GIS.

NERC is the North American Electric Reliability Corporation or its successor organization.

Net Commitment Period Compensation (NCPC) is the compensation methodology for Resources that is described in Appendix F to Market Rule 1.

Net CONE is an estimate of the Cost of New Entry, net of the first-year non-capacity market revenues, for a reference technology resource type and is intended to equal the amount of capacity revenue the reference technology resource would require, in its first year of operation, to be economically viable given reasonable expectations of the first year energy and ancillary services revenues, and projected revenue for subsequent years.

Net Regional Clearing Price is described in Section III.13.7.3 of Market Rule 1.

Net Supply is energy injected at the Retail Delivery Point by a Demand Response Asset with Distributed Generation.

Net Supply Limit is the estimated portion of the offered Maximum Reduction of a Demand Response Resource that would be provided through Net Supply. The Net Supply Limit is calculated by multiplying the offered Maximum Reduction of the Demand Response Resource by the ratio of total Net Supply to total demand reduction performance from the prior like Seasonal DR Audit of the Demand Response Assets that are mapped to the Demand Response Resource for the month.

Network Capability Interconnection Standard has the meaning specified in Section I of Schedule 22, ~~and~~ Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Network Customer is a Transmission Customer receiving RNS or LNS.

Network Import Capability (NI Capability) is defined in Section I of Schedule 25 of the OATT.

Network Import Interconnection Service (NI Interconnection Service) is defined in Section I of Schedule 25 of the OATT.

Network Resource is defined as follows: (1) With respect to Market Participants, (a) any generating resource located in the New England Control Area which has been placed in service prior to the Compliance Effective Date (including a unit that has lost its capacity value when its capacity value is restored and a deactivated unit which may be reactivated without satisfying the requirements of Section II.46 of the OATT in accordance with the provisions thereof) until retired; (b) any generating resource located in the New England Control Area which is placed in service after the Compliance Effective Date until retired, provided that (i) the Generator Owner has complied with the requirements of Sections II.46 and II.47 and Schedules 22 and 23 of the OATT, and (ii) the output of the unit shall be limited in accordance with Sections II.46 and II.47 and Schedules 22 and 23, if required; and (c) any generating resource or combination of resources (including bilateral purchases) located outside the New England Control Area for so long as any Market Participant has an Ownership Share in the resource or resources which is being delivered to it in the New England Control Area to serve Regional Network Load located in the New England Control Area or other designated Regional Network Loads contemplated by Section II.18.3 of the OATT taking Regional Network Service. (2) With respect to Non-Market Participant Transmission Customers, any generating resource owned, purchased or leased by the Non-Market Participant Transmission Customer which it designates to serve Regional Network Load.

New Brunswick Security Energy is defined in Section III.3.2.6A of Market Rule 1.

New Capacity Offer is an offer in the Forward Capacity Auction to provide capacity from a New Generating Capacity Resource, New Import Capacity Resource, or New Demand Resource, as described in Section III.13.2.3.2 of Market Rule 1.

New Capacity Qualification Deadline is a deadline, specified in Section III.13.1.10 of Market Rule 1, for submission of certain qualification materials for the Forward Capacity Auction, as discussed in Section III.13.1 of Market Rule 1.

New Capacity Qualification Package is information submitted by certain new resources prior to participation in the Forward Capacity Auction, as described in Section III.13.1 of Market Rule 1.

New Capacity Required is the amount of additional capacity required to meet the Installed Capacity Requirement or a Capacity Zone's Local Sourcing Requirement, as described in Section III.13.2.8.1.1 of Market Rule 1.

New Capacity Resource is a resource (i) that never previously received any payment as a capacity resource including any capacity payment pursuant to the market rules in effect prior to June 1, 2010 and that has not cleared in any previous Forward Capacity Auction; or (ii) that is otherwise eligible to participate in the Forward Capacity Auction as a New Capacity Resource.

New Capacity Show of Interest Form is described in Section III.13.1.1.2.1 of Market Rule 1.

New Capacity Show of Interest Submission Window is the period of time during which a Project Sponsor may submit a New Capacity Show of Interest Form or a New Demand Resource Show of Interest Form, as described in Section III.13.1.10 of Market Rule 1.

New Demand Resource is a type of Demand Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.1.2 of Market Rule 1.

New Demand Resource Qualification Package is the information that a Project Sponsor must submit, in accordance with Section III 13.1.4.2.3 of Market Rule 1, for each resource that it seeks to offer in the Forward Capacity Auction as a New Demand Resource.

New Demand Resource Show of Interest Form is described in Section III.13.1.4.2 of Market Rule 1.

New Demand Response Asset is a Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or Demand Response Asset that is registered with the ISO, has been mapped to a resource, is ready to respond, and has been included in the dispatch model of the remote terminal unit but does not have a winter audit value and a summer audit value.

New Demand Response Asset Audit is an audit of a New Demand Response Asset performed pursuant to Section III.13.6.1.5.4.8.

New England Control Area is the Control Area for New England, which includes PTF, Non-PTF, MTF and OTF. The New England Control Area covers Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont, and part of Maine (i.e., excluding the portions of Northern Maine and the northern portion of Eastern Maine which are in the Maritimes Control Area).

New England Markets are markets or programs for the purchase of energy, capacity, ancillary services, demand response services or other related products or services (including Financial Transmission Rights) that are delivered through or useful to the operation of the New England Transmission System and that are administered by the ISO pursuant to rules, rates, or agreements on file from time to time with the Federal Energy Regulatory Commission.

New England System Restoration Plan is the plan that is developed by ISO, in accordance with NERC Reliability Standards, NPCC regional criteria and standards, ISO New England Operating Documents and ISO operating agreements, to facilitate the restoration of the New England Transmission System following a partial or complete shutdown of the New England Transmission System.

New England Transmission System is the system of transmission facilities, including PTF, Non-PTF, OTF and MTF, within the New England Control Area under the ISO's operational jurisdiction.

New Generating Capacity Resource is a type of resource participating in the Forward Capacity Market, as described in Section III.13.1.1.1 of Market Rule 1.

New Import Capacity Resource is a type of resource participating in the Forward Capacity Market, as defined in Section III.13.1.3.4 of Market Rule 1.

NMPTC means Non-Market Participant Transmission Customer.

NMPTC Credit Threshold is described in Section V.A.2 of the ISO New England Financial Assurance Policy.

NMPTC Financial Assurance Requirement is an amount of additional financial assurance for Non-Market Participant Transmission Customers described in Section V.D of the ISO New England Financial Assurance Policy.

Nodal Amount is node(s)-specific on-peak and off-peak proxy value to which an FTR bid or awarded FTR bid relates.

Node is a point on the New England Transmission System at which LMPs are calculated.

No-Load Fee is the amount, in dollars per hour, for a generating unit that must be paid to Market Participants with an Ownership Share in the unit for being scheduled in the New England Markets, in addition to the Start-Up Fee and price offered to supply energy, for each hour that the generating unit is scheduled in the New England Markets.

Nominated Consumption Limit is the consumption level specified by the Market Participant for a Dispatchable Asset Related Demand as adjusted in accordance with the provisions of Section III.13.7.3.1.3.

Non-Commercial Capacity is the capacity of a New Capacity Resource or an increment of an Existing Capacity Resource that is treated as a New Capacity Resource in the Forward Capacity Auction and that has not been declared commercial and has not had its capacity rating verified by the ISO.

Non-Commercial Capacity Cure Period is the time period described in Section VII.D of the ISO New England Financial Assurance Policy.

Non-Commercial Capacity Financial Assurance Amount (Non-Commercial Capacity FA Amount) is the financial assurance amount held on Non-Commercial Capacity cleared in a Forward Capacity Auction as calculated in accordance with Section VII.B.2 of the ISO New England Financial Assurance Policy.

Non-Designated Blackstart Resource Study Cost Payments are the study costs reimbursed under Section 5.3 of Schedule 16 of the OATT.

Non-Hourly Charges are defined in Section 1.3 of the ISO New England Billing Policy.

Non-Hourly Requirements are determined in accordance with Section III.A(ii) of the ISO New England Financial Assurance Policy, which is Exhibit 1A of Section I of the Tariff.

Non-Intermittent Settlement Only Resource is a Settlement Only Resource that is not an Intermittent Power Resource.

Non-Market Participant is any entity that is not a Market Participant.

Non-Market Participant Transmission Customer is any entity which is not a Market Participant but is a Transmission Customer.

Non-Municipal Market Participant is defined in Section II of the ISO New England Financial Assurance Policy.

Non-Price Retirement Request is a binding request to retire the entire capacity of a Generating Capacity Resource as described in Section III.13.1.2.3.1.5.

Non-PTF Transmission Facilities (Non-PTF) are the transmission facilities owned by the PTOs that do not constitute PTF, OTF or MTF.

Non-Qualifying means a Market Participant that is not a Credit Qualifying Market Participant.

Notice of RBA is defined in Section 6.3.2 of the ISO New England Billing Policy.

Notification Time is the time required for a Generator Asset to synchronize to the system from the time a startup Dispatch Instruction is received from the ISO.

NPCC is the Northeast Power Coordinating Council.

Obligation Month means a time period of one calendar month for which capacity payments are issued and the costs associated with capacity payments are allocated.

Offer Data means the scheduling, operations planning, dispatch, new Resource, and other data, including generating unit and Dispatchable Asset Related Demand, and for Capacity Commitment Periods commencing on or after June 1, 2017, Demand Response Resource operating limits based on physical characteristics, and information necessary to schedule and dispatch generating and Dispatchable Asset Related Demand Resources, and for Capacity Commitment Periods commencing on or after June 1, 2017. Demand Response Resources for the provision of energy and other services and the maintenance of the reliability and security of the transmission system in the New England Control Area, and specified for submission to the New England Markets for such purposes by the ISO.

Offered CLAIM10 is, for a generating Resource, a Supply Offer value between 0 and the CLAIM10 of the Resource that represents the amount of TMNSR available from the Resource from an off-line state, and, for a Dispatchable Asset Related Demand or Demand Response Resource that has not been dispatched, is a Demand Bid or Demand Reduction Offer value between 0 and the CLAIM10 of the Resource that represents the amount of TMNSR or TMSR available from the Resource.

Offered CLAIM30 is a Supply Offer, Demand Bid or Demand Reduction Offer value between 0 and the CLAIM30 of a Resource that represents the amount of TMOR available from an off-line generating Resource, or Dispatchable Asset Related Demand or Demand Response Resource that has not been dispatched.

Offered Full Reduction Time is the value calculated pursuant to Section III.13.6.1.5.4.6.

On-Peak Demand Resource is a type of Demand Resource and means installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that reduce the total amount of electrical energy consumed during Demand Resource On-Peak Hours, while delivering a comparable or acceptable level of end-use service. Such measures include Energy Efficiency, Load Management, and Distributed Generation.

Open Access Same-Time Information System (OASIS) is the ISO information system and standards of conduct responding to requirements of 18 C.F.R. §37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.

Open Access Transmission Tariff (OATT) is Section II of the ISO New England Inc. Transmission, Markets and Services Tariff.

Operating Authority is defined pursuant to a MTOA, an OTOA, the TOA or the OATT, as applicable.

Operating Data means GADS Data, data equivalent to GADS Data, CARL Data, metered load data, or actual system failure occurrences data, all as described in the ISO New England Operating Procedures.

Operating Day means the calendar day period beginning at midnight for which transactions on the New England Markets are scheduled.

Operating Reserve means Ten-Minute Spinning Reserve (TMSR), Ten-Minute Non-Spinning Reserve (TMNSR) and Thirty-Minute Operating Reserve (TMOR).

Operations Date is February 1, 2005.

OTF Service is transmission service over OTF as provided for in Schedule 20.

Other Transmission Facility (OTF) are the transmission facilities owned by Transmission Owners, defined and classified as OTF pursuant to Schedule 20, over which the ISO shall exercise Operating Authority in accordance with the terms set forth in the OTOA, rated 69 kV or above, and required to allow energy from significant power sources to move freely on the New England Transmission System. OTF classification shall be limited to the Phase I/II HVDC-TF.

Other Transmission Operating Agreements (OTOA) is the agreement(s) between the ISO, an OTO and/or the associated service provider(s) with respect to an OTF, which includes the HVDC Transmission Operating Agreement and the Phase I/II HVDC-TF Transmission Service Administration Agreement. With respect to the Phase I/II HVDC-TF, the HVDC Transmission Operating Agreement covers the rights and responsibilities for the operation of the facility and the Phase I/II HVDC-TF Transmission Service Administration Agreement covers the rights and responsibilities for the administration of transmission service.

Other Transmission Owner (OTO) is an owner of OTF.

Ownership Share is a right or obligation, for purposes of settlement, to a percentage share of all credits or charges associated with a generating unit asset or Load Asset, where such unit or load is interconnected to the New England Transmission System.

Participant Expenses are defined in Section 1 of the Participants Agreement.

Participant Required Balance is defined in Section 5.3 of the ISO New England Billing Policy.

Participant Vote is defined in Section 1 of the Participants Agreement.

Participants Agreement is the agreement among the ISO, the New England Power Pool and Individual Participants, as amended from time to time, on file with the Commission.

Participants Committee is the principal committee referred to in the Participants Agreement.

Participating Transmission Owner (PTO) is a transmission owner that is a party to the TOA.

Payment is a sum of money due to a Covered Entity from the ISO.

Payment Default Shortfall Fund is defined in Section 5.1 of the ISO New England Billing Policy.

Peak Energy Rent (PER) is described in Section III.13.7.2.7.1 of Market Rule 1.

PER Proxy Unit is described in Section III.13.7.2.7.1 of Market Rule 1.

Percent of Total Demand Reduction Value Complete means the delivery schedule as a percentage of a Demand Resource's total Demand Reduction Value that will be or has been achieved as of specific target dates, as described in Section III.13 of Market Rule 1.

Permanent De-list Bid is a bid that may be submitted by an Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource in the Forward Capacity Auction to permanently remove itself from the capacity market, as described in Section III.13.1.2.3.1.2 of Market Rule 1.

Phase I Transfer Credit is 40% of the HQICC, or such other fraction of the HQICC as the ISO may establish.

Phase I/II HVDC-TF is defined in Schedule 20A to Section II of this Tariff.

Phase I/II HVDC-TF Transfer Capability is the transfer capacity of the Phase I/II HVDC-TF under normal operating conditions, as determined in accordance with Good Utility Practice. The "Phase I Transfer Capability" is the transfer capacity under normal operating conditions, as determined in accordance with Good Utility Practice, of the Phase I terminal facilities as determined initially as of the time immediately prior to Phase II of the Phase I/II HVDC-TF first being placed in service, and as

adjusted thereafter only to take into account changes in the transfer capacity which are independent of any effect of Phase II on the operation of Phase I. The “Phase II Transfer Capability” is the difference between the Phase I/II HVDC-TF Transfer Capability and the Phase I Transfer Capability.

Determinations of, and any adjustment in, Phase I/II HVDC-TF Transfer Capability shall be made by the ISO, and the basis for any such adjustment shall be explained in writing and posted on the ISO website.

Phase II Transfer Credit is 60% of the HQICC, or such other fraction of the HQICC as the ISO may establish.

Planning Advisory Committee is the committee described in Attachment K of the OATT.

Planning and Reliability Criteria is defined in Section 3.3 of Attachment K to the OATT.

Point(s) of Delivery (POD) is point(s) of interconnection where capacity and/or energy transmitted by a Transmission Customer will be made available to the Receiving Party under the OATT.

Point(s) of Receipt (POR) is point(s) of interconnection where capacity and/or energy transmitted by a Transmission Customer will be made available by the Delivering Party under the OATT.

Point-To-Point Service is the transmission of capacity and/or energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under the OATT pursuant to Local Point-To-Point Service or OTF Service or MTF Service; and the transmission of capacity and/or energy from the Point(s) of Receipt to the Point(s) of Delivery under the OATT pursuant to Through or Out Service.

Pool-Planned Unit is one of the following units: New Haven Harbor Unit 1 (Coke Works), Mystic Unit 7, Canal Unit 2, Potter Unit 2, Wyman Unit 4, Stony Brook Units 1, 1A, 1B, 1C, 2A and 2B, Millstone Unit 3, Seabrook Unit 1 and Waters River Unit 2 (to the extent of 7 megawatts of its Summer capability and 12 megawatts of its Winter capability).

Pool PTF Rate is the transmission rate determined in accordance with Schedule 8 to the OATT.

Pool RNS Rate is the transmission rate determined in accordance with paragraph (2) of Schedule 9 of Section II of the Tariff.

Pool-Scheduled Resources are described in Section III.1.10.2 of Market Rule 1.

Pool Supported PTF is defined as: (i) PTF first placed in service prior to January 1, 2000; (ii) Generator Interconnection Related Upgrades with respect to Category A and B projects (as defined in Schedule 11), but only to the extent not paid for by the interconnecting Generator Owner; and (iii) other PTF upgrades, but only to the extent the costs therefore are determined to be Pool Supported PTF in accordance with Schedule 12.

Pool Transmission Facility (PTF) means the transmission facilities owned by PTOs which meet the criteria specified in Section II.49 of the OATT.

Poorly Performing Resource is described in Section III.13.7.1.1.5 of Market Rule 1.

Posting Entity is any Market Participant or Non-Market Participant Transmission Customer providing financial security under the provisions of the ISO New England Financial Assurance Policy.

Posture means an action of the ISO to deviate from the jointly optimized security constrained economic dispatch for Energy and Operating Reserves solution for a Resource produced by the ISO's technical software for the purpose of maintaining sufficient Operating Reserve (both online and off-line) or for the provision of voltage or VAR support.

Posturing Credits are the Real-Time Posturing NCPC Credit for Dispatchable Asset Related Demand Resources (Pumps Only) Postured for Reliability, the Real-Time Posturing NCPC Credits for Generators (Other Than Limited Energy Resources) Postured for Reliability and the Real-Time Posturing NCPC Credit for Limited Energy Resources Postured for Reliability.

Power Purchaser is the entity that is purchasing the capacity and/or energy to be transmitted under the OATT.

Principal is (i) the sole proprietor of a sole proprietorship; (ii) a general partner of a partnership; (iii) a president, chief executive officer, chief operating officer or chief financial officer (or equivalent position) of an organization; (iv) a manager, managing member or a member vested with the management authority for a limited liability company or limited liability partnership; (v) any person or entity that has the power to exercise a controlling influence over an organization's activities that are subject to regulation by the

Federal Energy Regulatory Commission, the Securities and Exchange Commission, the Commodity Futures Trading Commission, any exchange monitored by the National Futures Association, or any state entity responsible for regulating activity in energy markets; or (vi) any person or entity that: (a) is the direct owner of 10% or more of any class of an organization's equity securities; or (b) has directly contributed 10% or more of an organization's capital.

Profiled Load Assets include all Load Assets that are not directly metered by OP-18 compliant metering as currently described in Section IV (Metering and Recording for Settlements) of OP18, and some Load Assets that are measured by OP-18 compliant metering (as currently described in Section IV of OP-18) to which the Host Participant Assigned Meter Reader allocates non-PTF losses.

Project Sponsor is an entity seeking to have a New Generating, Capacity Resource [New Import Capacity Resource](#) or New Demand Resource participate in the Forward Capacity Market, as described in Section III.13.

Provisional Member is defined in Section I.68A of the Restated NEPOOL Agreement.

PTO Administrative Committee is the committee referred to in Section 11.04 of the TOA.

Publicly Owned Entity is defined in Section I of the Restated NEPOOL Agreement.

Qualification Process Cost Reimbursement Deposit is described in Section III.13.1.9.3 of Market Rule 1.

Qualified Capacity is the amount of capacity a resource may provide in the summer or winter in a Capacity Commitment Period, as determined in the Forward Capacity Market qualification processes.

Qualified Generator Reactive Resource(s) is any generator source of dynamic reactive power that meets the criteria specified in Schedule 2 of the OATT.

Qualified Non-Generator Reactive Resource(s) is any non-generator source of dynamic reactive power that meets the criteria specified in Schedule 2 of the OATT.

Qualified Reactive Resource(s) is any Qualified Generator Reactive Resource and/or Qualified Non-Generator Reactive Resource that meets the criteria specified in Schedule 2 of the OATT.

Queue Position has the meaning specified in Section I of Schedule 22, ~~and~~ Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Rated means a Market Participant that receives a credit rating from one or more of the Rating Agencies, or, if such Market Participant is not rated by one of the Rating Agencies, then a Market Participant that has outstanding unsecured debt rated by one or more of the Rating Agencies.

Rating Agencies are Standard and Poor's (S&P), Moody's, and Fitch.

RBA Decision is a written decision provided by the ISO to a Disputing Party and to the Chair of the NEPOOL Budget and Finance Subcommittee accepting or denying a Requested Billing Adjustment within twenty Business Days of the date the ISO distributes a Notice of RBA, unless some later date is agreed upon by the Disputing Party and the ISO.

Reactive Supply and Voltage Control Service is the form of Ancillary Service described in Schedule 2 of the OATT.

Real-Time is a period in the current Operating Day for which the ISO dispatches Resources for energy and Regulation, designates Resources for Regulation and Operating Reserve and, if necessary, commits additional Resources.

Real-Time Adjusted Load Obligation is defined in Section III.3.2.1(b)(iii) of Market Rule 1.

Real-Time Adjusted Load Obligation Deviation is defined in Section III.3.2.1(c)(iii) of Market Rule 1.

Real-Time Commitment NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Congestion Revenue is defined in Section III.3.2.1(f) of Market Rule 1.

Real-Time Demand Reduction Obligation is a Real-Time demand reduction amount determined pursuant to Section III.E1.8 for Capacity Commitment Periods commencing prior to June 1, 2017, and Section III.E2.7 for Capacity Commitment Periods commencing on or after June 1, 2017.

Real-Time Demand Resource Dispatch Hours means those hours, or portions thereof, in which ISO New England Operating Procedure No. 4 is implemented and the ISO has begun to allow the depletion of Thirty-Minute Operating Reserve on a Dispatch Zone, Load Zone, or system-wide basis, and the ISO notifies the Market Participants with Real-Time Demand Response Resources of such hours.

Real-Time Demand Response Asset means one or more individual end-use metered customers that are located at a single Node, report load reduction and consumption, or generator output as a single set of values, are assigned a unique asset identification number by the ISO, and that participate in the Forward Capacity Market as part of a Market Participant's Real-Time Demand Response Resource.

Real-Time Demand Response Event Hours means hours when the ISO dispatches Real-Time Demand Response Resources in response to Real-Time Demand Resource Dispatch Hours, which may include Dispatch Zone, Load Zone, or system-wide dispatch of such resources.

Real-Time Demand Response Resource is a type of Demand Resource that is comprised of installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that: (i) curtail electrical usage in response to a Dispatch Instruction; and (ii) continue curtailing electrical usage until receiving Dispatch Instructions to restore electrical usage. Such measures include Load Management and Distributed Generation. The period of curtailment shall be consistent with Real-Time Demand Response Event Hours.

Real-Time Dispatch NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Emergency Generation Asset means one or more individual end-use metered customers that are located at a single Node, report load reduction and consumption, or generator output as a single set of values, are assigned a unique asset identification number by the ISO, and that participate in the Forward Capacity Market as part of a Market Participant's Real-Time Emergency Generation Resource.

Real-Time Emergency Generation Event Hours means those hours, or portions thereof, between 7 a.m. and 7 p.m. Monday through Friday, non-Demand Response Holidays in which the ISO dispatches Real-Time Emergency Generation Resources on a Dispatch Zone, Load Zone, or system-wide basis when deficient in Thirty-Minute Operating Reserve and when the ISO implements voltage reductions of five percent of normal operating voltage that require more than 10 minutes to implement.

Real-Time Emergency Generation Resource is Distributed Generation whose federal, state and/or local air quality permits, rules or regulations limit operation in response to requests from the ISO to the times when the ISO implements voltage reductions of five percent of normal operating voltage that require more than 10 minutes to implement. A Real-Time Emergency Generation Resource must be capable of: (i) curtailing its end-use electric consumption from the New England grid within 30 minutes of receiving a Dispatch Instruction; and (ii) continuing that curtailment until receiving a Dispatch Instruction to restore consumption.

Real-Time Energy Market means the purchase or sale of energy, purchase of demand reductions pursuant to Appendix III.E2 of Market Rule 1, payment of Congestion Costs, and payment for losses for quantity deviations from the Day-Ahead Energy Market in the Operating Day and designation of and payment for provision of Operating Reserve in Real-Time.

Real-Time Energy Market Deviation Congestion Charge/Credit is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Energy Market Deviation Energy Charge/Credit is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Energy Market Deviation Loss Charge/Credit is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Energy Market NCPC Credits are the Real-Time Commitment NCPC Credit and the Real-Time Dispatch NCPC Credit.

Real-Time External Transaction NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Generation Obligation is defined in Section III.3.2.1(b)(ii) of Market Rule 1.

Real-Time Generation Obligation Deviation is defined in Section III.3.2.1(c)(ii) of Market Rule 1.

Real-Time High Operating Limit is the maximum output, in MW, of a resource that could be achieved, consistent with Good Utility Practice, in response to an ISO request for Energy under Section III.13.6.4 of Market Rule 1, for each hour of the Operating Day, as reflected in the resource's Offer Data. This value is based on real-time operating conditions and the physical operating characteristics and operating permits of the unit.

Real-Time Load Obligation is defined in Section III.3.2.1(b)(i) of Market Rule 1.

Real-Time Load Obligation Deviation is defined in Section III.3.2.1(c)(i) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange is defined in Section III.3.2.1(b)(iv) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange Deviation is defined in Section III.3.2.1(c)(iv) of Market Rule 1.

Real-Time Loss Revenue is defined in Section III.3.2.1(i) of Market Rule 1.

Real-Time Loss Revenue Charges or Credits are defined in Section III.3.2.1(m) of Market Rule 1.

Real-Time NCP Load Obligation is the maximum hourly value, during a month, of a Market Participant's Real-Time Load Obligation summed over all Locations, excluding exports, in kilowatts.

Real-Time Price Response Program is the program described in Appendix E to Market Rule 1.

Real-Time Offer Change is a modification to a Supply Offer pursuant to Section III.1.10.9(b).

Real-Time Posturing NCPC Credit for Dispatchable Asset Related Demand Resources (Pumps Only) Postured for Reliability is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Posturing NCPC Credit for Generators (Other Than Limited Energy Resources) Postured for Reliability is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Posturing NCPC Credit for Limited Energy Resources Postured for Reliability is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Prices means the Locational Marginal Prices resulting from the ISO's dispatch of the New England Markets in the Operating Day.

Real-Time Reserve Charge is a Market Participant's share of applicable system and Reserve Zone Real-Time Operating Reserve costs attributable to meeting the Real-Time Operating Reserve requirement as calculated in accordance with Section III.10 of Market Rule 1.

Real-Time Reserve Clearing Price is the Real-Time TMSR, TMNSR or TMOR clearing price, as applicable, for the system and each Reserve Zone that is calculated in accordance with Section III.2.4 of Market Rule 1.

Real-Time Reserve Credit is a Market Participant's compensation associated with that Market Participant's Resources' Real-Time Reserve Designation as calculated in accordance with Section III.10 of Market Rule 1.

Real-Time Reserve Designation is the amount, in MW, of Operating Reserve designated to a Resource in Real-Time by the ISO as adjusted after-the-fact utilizing revenue quality meter data as described under Section III.10 of Market Rule 1.

Real-Time Reserve Opportunity Cost is defined in Section III.2.7A(b) of Market Rule 1.

Real-Time Synchronous Condensing NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time System Adjusted Net Interchange means, for each hour, the sum of Real-Time Locational Adjusted Net Interchange for a Market Participant over all Locations, in kilowatts.

Receiving Party is the entity receiving the capacity and/or energy transmitted to Point(s) of Delivery under the OATT.

Reference Level is defined in Section III.A.5.6.1 of Appendix A of Market Rule 1.

Regional Benefit Upgrade(s) (RBU) means a Transmission Upgrade that: (i) is rated 115kV or above; (ii) meets all of the non-voltage criteria for PTF classification specified in the OATT; and (iii) is included in the Regional System Plan as either a Reliability Transmission Upgrade or an Market Efficiency Transmission Upgrade identified as needed pursuant to Attachment K of the OATT. The category of RBU shall not include any Transmission Upgrade that has been categorized under any of the other categories specified in Schedule 12 of the OATT (e.g., an Elective Transmission Upgrade shall not also be categorized as an RBU). Any upgrades to transmission facilities rated below 115kV that were PTF prior to January 1, 2004 shall remain classified as PTF and be categorized as an RBU if, and for so long as, such upgrades meet the criteria for PTF specified in the OATT.

Regional Network Load is the load that a Network Customer designates for Regional Network Service under Part II.B of the OATT. The Network Customer's Regional Network Load shall include all load designated by the Network Customer (including losses) and shall not be credited or reduced for any behind-the-meter generation. A Network Customer may elect to designate less than its total load as Regional Network Load but may not designate only part of the load at a discrete Point of Delivery. Where a Transmission Customer has elected not to designate a particular load at discrete Points of Delivery as Regional Network Load, the Transmission Customer is responsible for making separate arrangements under Part II.C of the OATT for any Point-To-Point Service that may be necessary for such non-designated load.

Regional Network Service (RNS) is the transmission service over the PTF described in Part II.B of the OATT, including such service which is used with respect to Network Resources or Regional Network Load that is not physically interconnected with the PTF.

Regional Planning Dispute Resolution Process is described in Section 12 of Attachment K to the OATT.

Regional System Plan (RSP) is the plan developed under the process specified in Attachment K of the OATT.

Regional Transmission Service (RTS) is Regional Network Service and Through or Out Service as provided over the PTF in accordance with Section II.B, Section II.C, Schedule 8 and Schedule 9 of the OATT.

Regulation is the capability of a specific generating unit with appropriate telecommunications, control and response capability to increase or decrease its output in response to a regulating control signal, in accordance with the specifications in the ISO New England Manuals and ISO New England Administrative Procedures.

Regulation and Frequency Response Service is the form of Ancillary Service described in Schedule 3 of the OATT. The capability of performing Regulation and Frequency Response Service is referred to as automatic generation control (AGC).

Regulation Capability (REGCAP) means the amount of Regulation capability available on a Market Participant's Resource as calculated by the ISO based upon that Resource's Automatic Response Rate and the available regulating range as specified in ISO New England Manual 11 – Market Operations.

Regulation Clearing Price is defined in Section III.3.2.2(e) of Market Rule 1.

Regulation High Limit is the maximum amount of energy that a generating unit can reliably produce when that unit is providing Regulation. The Regulation High Limit may be less than or equal to the unit's Economic Maximum Limit.

Regulation Low Limit is the minimum amount of energy that a generating unit can reliably produce when that unit is providing Regulation. The Regulation Low Limit may be greater than or equal to the unit's Economic Minimum Limit.

Regulation Opportunity Cost is defined in Section III.3.2.2(i) of Market Rule 1.

Regulation Rank Price is calculated in accordance with Section III.1.11.5(b) of Market Rule 1.

Regulation Requirement is the hourly amount of Regulation MWs required by the ISO to maintain system control and reliability as calculated and posted on the ISO website.

Regulation Service Credit is the credit associated with provision of Regulation Service Megawatts and is calculated in accordance with Section III.3.2.2(c) of Market Rule 1.

Regulation Service Megawatts are calculated in accordance with Section III.3.2.2(f) of Market Rule 1.

Related Person is defined pursuant to Section 1.1 of the Participants Agreement.

Related Transaction is defined in Section III.1.4.3 of Market Rule 1.

Reliability Administration Service (RAS) is the service provided by the ISO, as described in Schedule 3 of Section IV.A of the Tariff, in order to administer the Reliability Markets and provide other reliability-related and informational functions.

Reliability Committee is the committee whose responsibilities are specified in Section 8.2.3 of the Participants Agreement.

Reliability Markets are, collectively, the ISO's administration of Regulation, the Forward Capacity Market, and Operating Reserve.

Reliability Region means any one of the regions identified on the ISO's website. Reliability Regions are intended to reflect the operating characteristics of, and the major transmission constraints on, the New England Transmission System.

Reliability Transmission Upgrade means those additions and upgrades not required by the interconnection of a generator that are nonetheless necessary to ensure the continued reliability of the New England Transmission System, taking into account load growth and known resource changes, and include those upgrades necessary to provide acceptable stability response, short circuit capability and system voltage levels, and those facilities required to provide adequate thermal capability and local voltage levels that cannot otherwise be achieved with reasonable assumptions for certain amounts of generation being unavailable (due to maintenance or forced outages) for purposes of long-term planning studies. Good Utility Practice, applicable reliability principles, guidelines, criteria, rules, procedures and standards of ERO and NPCC and any of their successors, applicable publicly available local reliability criteria, and the ISO System Rules, as they may be amended from time to time, will be used to define the

system facilities required to maintain reliability in evaluating proposed Reliability Transmission Upgrades. A Reliability Transmission Upgrade may provide market efficiency benefits as well as reliability benefits to the New England Transmission System.

Remittance Advice is an issuance from the ISO for the net Payment owed to a Covered Entity where a Covered Entity's total Payments exceed its total Charges in a billing period.

Remittance Advice Date is the day on which the ISO issues a Remittance Advice.

Renewable Technology Resource is a Generating Capacity Resource or an On-Peak Demand Resource that satisfies the requirements specified in Section III.13.1.1.1.7.

Re-Offer Period is the period that normally occurs between the posting of the of the Day-Ahead Energy Market results and 2:00 p.m. on the day before the Operating Day during which a Market Participant may submit revised Supply Offers, revised External Transactions, or revised Demand Bids associated with Dispatchable Asset Related Demands or, for Capacity Commitment Periods commencing on or after June 1, 2017, revised Demand Reduction Offers associated with Demand Response Resources.

Replacement Reserve is described in Part III, Section VII of ISO New England Operating Procedure No. 8.

Request for Alternative Proposals (RFAP) is the request described in Attachment K of the OATT.

Requested Billing Adjustment (RBA) is defined in Section 6.1 of the ISO New England Billing Policy.

Required Balance is an amount as defined in Section 5.3 of the Billing Policy.

Reseller is a MGTSA holder that sells, assigns or transfers its rights under its MGTSA, as described in Section II.45.1(a) of the OATT.

Reserve Adequacy Analysis is the analysis performed by the ISO to determine if adequate Resources are committed to meet forecasted load, Operating Reserve, and security constraint requirements for the current and next Operating Day.

Reserve Constraint Penalty Factors (RCPFs) are rates, in \$/MWh, that are used within the Real-Time dispatch and pricing algorithm to reflect the value of Operating Reserve shortages and are defined in Section III.2.7A(c) of Market Rule 1.

Reserve Zone is defined in Section III.2.7 of Market Rule 1.

Reserved Capacity is the maximum amount of capacity and energy that is committed to the Transmission Customer for transmission over the New England Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II.C or Schedule 18, 20 or 21 of the OATT, as applicable. Reserved Capacity shall be expressed in terms of whole kilowatts on a sixty-minute interval (commencing on the clock hour) basis, or, in the case of Reserved Capacity for Local Point-to-Point Service, in terms of whole megawatts on a sixty-minute interval basis.

Resource means a generating unit, a Dispatchable Asset Related Demand, an External Resource or an External Transaction or, for Capacity Commitment Periods commencing on or after June 1, 2017, a Demand Response Resource.

Restated New England Power Pool Agreement (RNA) is the Second Restated New England Power Pool Agreement, which restated for a second time by an amendment dated as of August 16, 2004 the New England Power Pool Agreement dated September 1, 1971, as the same may be amended and restated from time to time, governing the relationship among the NEPOOL members.

Rest-of-Pool Capacity Zone is a single Capacity Zone made up of the adjacent Load Zones that are neither export-constrained nor import-constrained.

Rest of System is an area established under Section III.2.7(d) of Market Rule 1.

Retail Delivery Point is the point on the transmission or distribution system at which the load of an end-use facility, which is metered and assigned a unique account number by the Host Participant, is measured to determine the amount of energy delivered to the facility from the transmission and distribution system. If an end-use facility is connected to the transmission or distribution system at more than one location, the Retail Delivery Point shall consist of the metered load at each connection point, summed to measure the net energy delivered to the facility in each interval.

Returning Market Participant is a Market Participant, other than an FTR-Only Customer or a Governance Only Member, whose previous membership as a Market Participant was involuntarily terminated due to a Financial Assurance Default or a payment default and, since returning, has been a Market Participant for less than six consecutive months.

Revenue Requirement is defined in Section IV.A.2.1 of the Tariff.

Reviewable Action is defined in Section III.D.1.1 of Appendix D of Market Rule 1.

Reviewable Determination is defined in Section 12.4(a) of Attachment K to the OATT.

RSP Project List is defined in Section 1 of Attachment K to the OATT.

RTEP02 Upgrade(s) means a Transmission Upgrade that was included in the annual NEPOOL Transmission Plan (also known as the “Regional Transmission Expansion Plan” or “RTEP”) for the year 2002, as approved by ISO New England Inc.’s Board of Directors, or the functional equivalent of such Transmission Upgrade, as determined by ISO New England Inc. The RTEP02 Upgrades are listed in Schedule 12B of the OATT.

RTO is a regional transmission organization or comparable independent transmission organization that complies with Order No. 2000 and the Commission’s corresponding regulation.

Same Reserve Zone Export Transaction is defined in Section III.1.10.7(f)(iii) of Market Rule 1.

Sanctionable Behavior is defined in Section III.B.3 of Appendix B of Market Rule 1.

Schedule, Schedules, Schedule 1, 2, 3, 4 and 5 are references to the individual or collective schedules to Section IV.A. of the Tariff.

Schedule 20A Service Provider (SSP) is defined in Schedule 20A to Section II of this Tariff.

Scheduling Service, for purposes of Section IV.A and Section IV.B of the Tariff, is the service described in Schedule 1 to Section IV.A of the Tariff.

Scheduling, System Control and Dispatch Service, for purposes of Section II of the Tariff, is the form of Ancillary Service described in Schedule 1 of the OATT.

Seasonal Claimed Capability is the summer or winter claimed capability of a generating unit or ISO-approved combination of units, and represent the maximum dependable load carrying ability of such unit or units, excluding capacity required for station use.

Seasonal Claimed Capability Audit is the audit performed pursuant to Section III.1.5.1.3.

Seasonal DR Audit is a seasonal audit of the demand response capability of a Demand Resource initiated pursuant to Section III.13.6.1.5.4.1.

Seasonal Peak Demand Resource is a type of Demand Resource and shall mean installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that reduce the total amount of electrical energy consumed during Demand Resource Seasonal Peak Hours, while delivering a comparable or acceptable level of end-use service. Such measures include Energy Efficiency, Load Management, and Distributed Generation.

Section III.1.4 Transactions are defined in Section III.1.4.2 of Market Rule 1.

Section III.1.4 Conforming Transactions are defined in Section III.1.4.2 of Market Rule 1.

Security Agreement is Attachment 1 to the ISO New England Financial Assurance Policy.

Self-Schedule is the action of a Market Participant in committing or scheduling its Resource, in accordance with applicable ISO New England Manuals, to provide service in an hour, whether or not in the absence of that action the Resource would have been scheduled or dispatched by the ISO to provide the service. For a Generator Asset, Self-Schedule is the action of a Market Participant in committing or scheduling a Generator Asset to provide Energy in an hour at its Economic Minimum Limit, whether or not in the absence of that action the Generator Asset would have been scheduled or dispatched by the ISO to provide the Energy. For a Dispatchable Asset Related Demand, Self-Schedule is the action of a Market Participant in committing or scheduling a Dispatchable Asset Related Demand to consume Energy in an hour at its Minimum Consumption Limit, whether or not in the absence of that action the Dispatchable

Asset Related Demand would have been scheduled or dispatched by the ISO to consume Energy. Demand Response Resources are not permitted to Self-Schedule.

Self-Scheduled MW is an amount, in megawatts, that is Self-Scheduled and is equal to: (i) a Generator Asset's Economic Minimum Limit; (ii) a Dispatchable Asset Related Demand's Minimum Consumption Limit; or (iii) for Regulation purposes with respect to a generating Resource for which the Regulation Self-Schedule flag is set for the hour and the unit was on Regulation for at least 20 minutes during the applicable hour of the Operating Day, the median value of all Regulation setpoints (Desired Dispatch Point) used by the Resource while regulating.

Self-Supplied FCA Resource is described in Section III.13.1.6 of Market Rule 1.

Senior Officer means an officer of the subject entity with the title of vice president (or similar office) or higher, or another officer designated in writing to the ISO by that office.

Service Agreement is a Transmission Service Agreement or an MPSA.

Service Commencement Date is the date service is to begin pursuant to the terms of an executed Service Agreement, or the date service begins in accordance with the sections of the OATT addressing the filing of unexecuted Service Agreements.

Services means, collectively, the Scheduling Service, EAS and RAS; individually, a Service.

Settlement Financial Assurance is an amount of financial assurance required from a Designated FTR Participant awarded a bid in an FTR Auction. This amount is calculated pursuant to Section VI.D of the ISO New England Financial Assurance Policy.

Settlement Only Resources are generators of less than 5 MW or otherwise eligible for Settlement Only Resource treatment as described in ISO New England Operating Procedure No. 14 and that have elected Settlement Only Resource treatment as described in the ISO New England Manual for Registration and Performance Auditing.

Shortage Event is defined in Section III.13.7.1.1.1 of Market Rule 1.

Shortage Event Availability Score is the average of the hourly availability scores for each hour or portion of an hour during a Shortage Event, as described in Section III.13.7.1.1.1.A of Market Rule 1.

Shortfall Funding Arrangement, as specified in Section 5.1 of the ISO New England Billing Policy, is a separate financing arrangement that can be used to make up any non-congestion related differences between amounts received on Invoices and amounts due for ISO Charges in any bill issued.

Short-Term is a period of less than one year.

Significantly Reduced Congestion Costs are defined in Section III.G.2.2 of Appendix G to Market Rule 1.

SMD Effective Date is March 1, 2003.

Solutions Study is described in Section 4.2(b) of Attachment K to the OATT.

Special Constraint Resource (SCR) is a Resource that provides Special Constraint Resource Service under Schedule 19 of the OATT.

Special Constraint Resource Service is the form of Ancillary Service described in Schedule 19 of the OATT.

Specified-Term Blackstart Capital Payment is the annual compensation level, as calculated pursuant to Section 5.1 of Schedule 16 of the OATT, for a Designated Blackstart Resource's capital Blackstart Equipment costs associated with the provision of Blackstart Service (except for capital costs associated with adhering to NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Standard Blackstart Capital Payment is the annual compensation level, as calculated pursuant to Section 5.1 of Schedule 16 of the OATT, for a Designated Blackstart Resource's capital Blackstart Equipment costs associated with the provision of Blackstart Service (except for capital costs associated with adhering to NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Start-of-Round Price is the highest price associated with a round of a Forward Capacity Auction as described in Section III.13.2.3.1 of Market Rule 1.

Start-Up Fee is the amount, in dollars, that must be paid for a generating unit to Market Participants with an Ownership Share in the unit each time the unit is scheduled in the New England Markets to start-up.

Start-Up Time is the time it takes the Generator Asset, after synchronizing to the system, to reach its Economic Minimum Limit and, for dispatchable Generator Assets, be ready for further dispatch by the ISO.

State Estimator means the computer model of power flows specified in Section III.2.3 of Market Rule 1.

Statements, for the purpose of the ISO New England Billing Policy, refer to both Invoices and Remittance Advices.

Static De-List Bid is a bid that may be submitted by an Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource in the Forward Capacity Auction to remove itself from the capacity market for a one year period, as described in Section III.13.1.2.3.1.1 of Market Rule 1.

Station is one or more Existing Generating Capacity Resources consisting of one or more assets located within a common property boundary.

Station Going Forward Common Costs are the net risk-adjusted going forward costs associated with a Station that are avoided only by (1) the clearing of the Static De-List Bids or the Permanent De-List Bids of all the Existing Generating Capacity Resources comprising the Station; or (2) the acceptance of a Non-Price Retirement Request of the Station, calculated in the same manner as the net-risk adjusted going forward costs of Existing Generating Capacity Resources as described in Section III.13.1.2.3.2.1.2.

Station-level Blackstart O&M Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Station-level Specified-Term Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Station-level Standard Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Successful FCA is a Forward Capacity Auction in which a Capacity Zone has neither Inadequate Supply nor Insufficient Competition.

Summer ARA Qualified Capacity is described in Section III.13.4.2.1.2.1.1.1 of Market Rule 1.

Summer Capability Period means one of two time periods defined by the ISO for the purposes of rating and auditing resources. The time period associated with the Summer Capability Period is the period of June 1 through September 30.

Summer Intermittent Reliability Hours are defined in Section III.13.1.2.2.2.1(c) of Market Rule 1.

Supplemental Availability Bilateral is described in Section III.13.5.3.2 of Market Rule 1.

Supplemental Capacity Resources are described in Section III.13.5.3.1 of Market Rule 1.

Supplemented Capacity Resource is described in Section III.13.5.3.2 of Market Rule 1.

Supply Offer is a proposal to furnish energy at a Node or Regulation from a Resource that meets the applicable requirements set forth in the ISO New England Manuals submitted to the ISO by a Market Participant with authority to submit a Supply Offer for the Resource. The Supply Offer will be submitted pursuant to Market Rule 1 and applicable ISO New England Manuals, and include a price and information with respect to the quantity proposed to be furnished, technical parameters for the Resource, timing and other matters. A Supply Offer is a subset of the information required in a Market Participant's Offer Data.

Supply Offer Block-Hours are Block-Hours assigned to the Lead Market Participant for each Supply Offer. Blocks of the Supply Offer in effect for each hour will be totaled to determine the quantity of Supply Offer Block-Hours for a given day. In the case that a Resource has a Real-Time unit status of "unavailable" for the entire day, that day will not contribute to the quantity of Supply Offer Block-Hours.

However, if the Resource has at least one hour of the day with a unit status of “available,” the entire day will contribute to the quantity of Supply Offer Block-Hours.

Synchronous Condenser is a generator that is synchronized to the grid but supplying no energy for the purpose of providing Operating Reserve or VAR or voltage support.

System Condition is a specified condition on the New England Transmission System or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm MTF or OTF Service on the MTF or the OTF using the curtailment priority pursuant to Section II.44 of the Tariff or Curtailment of Local Long-Term Firm Point-to-Point Transmission Service on the non-PTF using the curtailment priority pursuant to Schedule 21 of the Tariff. Such conditions must be identified in the Transmission Customer’s Service Agreement.

System Impact Study is an assessment pursuant to Part II.B, II.C, II.G, Schedule 21, Schedule 22, ~~or~~ Schedule 23, or Schedule 25 of the OATT of (i) the adequacy of the PTF or Non-PTF to accommodate a request for the interconnection of a new or materially changed generating unit or a new or materially changed interconnection to another Control Area or new Regional Network Service or new Local Service or an Elective Transmission Upgrade, and (ii) whether any additional costs may be required to be incurred in order to provide the interconnection or transmission service.

System Operator shall mean ISO New England Inc. or a successor organization.

System-Wide Capacity Demand Curve is the demand curve used in the Forward Capacity Market as specified in Section III.13.2.2.

TADO is the total amount due and owing (not including any amounts due under Section 14.1 of the RNA) at such time to the ISO, NEPOOL, the PTOs, the Market Participants and the Non-Market Participant Transmission Customers, by all PTOs, Market Participants and Non-Market Participant Transmission Customers.

Tangible Net Worth is the value, determined in accordance with international accounting standards or generally accepted accounting principles in the United States, of all of that entity’s assets less the following: (i) assets the ISO reasonably believes to be restricted or potentially unavailable to settle a claim in the event of a default (e.g., regulatory assets, restricted assets, and Affiliate assets), net of any

matching liabilities, to the extent that the result of that netting is a positive value; (ii) derivative assets, net of any matching liabilities, to the extent that the result of that netting is a positive value; (iii) the amount at which the liabilities of the entity would be shown on a balance sheet in accordance with international accounting standards or generally accepted accounting principles in the United States; (iv) preferred stock; (v) non-controlling interest; and (vi) all of that entity's intangible assets (e.g., patents, trademarks, franchises, intellectual property, goodwill and any other assets not having a physical existence), in each case as shown on the most recent financial statements provided by such entity to the ISO.

Technical Committee is defined in Section 8.2 of the Participants Agreement.

Ten-Minute Non-Spinning Reserve (TMNSR) is the reserve capability of (1) a generating Resource that can be converted fully into energy within ten minutes from the request of the ISO; (2) a Dispatchable Asset Related Demand that can be fully utilized within ten minutes from the request of the ISO to reduce consumption; or (3) a Demand Response Resource that can provide demand reduction within ten minutes from the request of the ISO.

Ten-Minute Non-Spinning Reserve Service is the form of Ancillary Service described in Schedule 6 of the OATT.

Ten-Minute Spinning Reserve (TMSR) is the reserve capability of (1) a generating Resource that is electrically synchronized to the New England Transmission System that can be converted fully into energy within ten minutes from the request of the ISO; (2) a Dispatchable Asset Related Demand pump that is electrically synchronized to the New England Transmission System that can reduce energy consumption to provide reserve capability within ten minutes from the request of the ISO; or (3) a Demand Response Resource that can provide demand reduction within ten minutes from the request of the ISO for which none of the associated Demand Response Assets have a generator whose output can be controlled located behind the Retail Delivery Point other than emergency generators that cannot operate electrically synchronized to the New England Transmission System.

Ten-Minute Spinning Reserve Service is the form of Ancillary Service described in Schedule 5 of the OATT.

Third-Party Sale is any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Regional Network Load or Local Network Load under the Regional Network Service or Local Network Service, as applicable.

Thirty-Minute Operating Reserve (TMOR) means the reserve capability of (1) a generating Resource that can be converted fully into energy within thirty minutes from the request of the ISO (2) a Dispatchable Asset Related Demand that can be fully utilized within thirty minutes from the request of the ISO to reduce consumption; or (3) a Demand Response Resource that can provide demand reduction within thirty minutes from the request of the ISO.

Thirty-Minute Operating Reserve Service is the form of Ancillary Service described in Schedule 7 of the OATT.

Through or Out Rate (TOUT Rate) is the rate per hour for Through or Out Service, as defined in Section II.25.2 of the OATT.

Through or Out Service (TOUT Service) means Point-To-Point Service over the PTF provided by the ISO with respect to a transaction that goes through the New England Control Area, as, for example, a single transaction where energy or capacity is transmitted into the New England Control Area from New Brunswick and subsequently out of the New England Control Area to New York, or a single transaction where energy or capacity is transmitted into the New England Control Area from New York through one point on the PTF and subsequently flows over the PTF prior to passing out of the New England Control Area to New York, or with respect to a transaction which originates at a point on the PTF and flows over the PTF prior to passing out of the New England Control Area, as, for example, from Boston to New York.

Tie-Line Asset is a physical transmission tie-line, or an inter-state or intra-state border arrangement created according to the ISO New England Manuals and registered in accordance with the Asset Registration Process.

Time-on-Regulation Credit is the credit associated with provision of Time-on-Regulation Megawatts and is calculated in accordance with Section III.3.2.2(b) of Market Rule 1.

Time-on-Regulation Megawatts is the amount of Regulation capability provided during one hour calculated in accordance with Section III.3.2.2(g) of Market Rule 1.

Total Available Amount is the sum of the available amount of the Shortfall Funding Arrangement and the balance in the Payment Default Shortfall Fund.

Total Blackstart Capital Payment is the annual compensation calculated under either Section 5.1 or Section 5.2 of Schedule 16 of the OATT, as applicable.

Total Blackstart O&M Payment is the annual compensation calculated under either Section 5.1 or 5.2 of Schedule 16 of the OATT, as applicable.

Total Blackstart Service Payments is monthly compensation to Blackstart Owners or Market Participants, as applicable, and as calculated pursuant to Section 5.6 of Schedule 16 to the OATT.

Total Negative Hourly Demand Response Resource Deviation means the absolute value of the sum of the negative Hourly Real-Time Demand Response Resource Deviations and negative Hourly Real-Time Emergency Generation Deviations from all Real-Time Demand Response Resources and Real-Time Emergency Generation Resources receiving Dispatch Instructions in the same hour in the same Dispatch Zone.

Total Positive Hourly Demand Response Resource Deviation means the sum of the positive Hourly Real-Time Demand Response Resource Deviations and positive Hourly Real-Time Emergency Generation Deviations from all Real-Time Demand Response Resources and Real-Time Emergency Generation Resources receiving Dispatch Instructions in the same hour in the same Dispatch Zone.

Total System Capacity is the aggregate capacity supply curve for the New England Control Area as determined in accordance with Section III.13.2.3.3 of Market Rule 1.

Transaction Unit (TU) is a type of billing determinant under Schedule 2 of Section IV.A of the Tariff used to assess charges to Customers.

Transition Period: The six-year period commencing on March 1, 1997.

Transmission Charges, for the purposes of the ISO New England Financial Assurance Policy and the ISO New England Billing Policy, are all charges and payments under Schedules 1, 8 and 9 of the OATT.

Transmission Congestion Credit means the allocated share of total Transmission Congestion Revenue credited to each holder of Financial Transmission Rights, calculated and allocated as specified in Section III.5.2 of Market Rule 1.

Transmission Congestion Revenue is defined in Section III.5.2.5(a) of Market Rule 1.

Transmission Credit Limit is a credit limit, not to be used to meet FTR Requirements, established for each Market Participant in accordance with Section II.D and each Non-Market Participant Transmission Customer in accordance with Section V.B.2 of the ISO New England Financial Assurance Policy.

Transmission Credit Test Percentage is calculated in accordance with Section III.B.1(c) of the ISO New England Financial Assurance Policy.

Transmission Customer is any Eligible Customer that (i) executes, on its own behalf or through its Designated Agent, an MPSA or TSA, or (ii) requests in writing, on its own behalf or through its Designated Agent, that the ISO, the Transmission Owner, or the Schedule 20A Service Provider, as applicable, file with the Commission, a proposed unexecuted MPSA or TSA containing terms and conditions deemed appropriate by the ISO (in consultation with the applicable PTO, OTO or Schedule 20A Service Provider) in order that the Eligible Customer may receive transmission service under Section II of this Tariff. A Transmission Customer under Section II of this Tariff includes a Market Participant or a Non-Market Participant taking Regional Network Service, Through or Out Service, MTF Service, OTF Service, Ancillary Services, or Local Service.

Transmission Default Amount is all or any part of any amount of Transmission Charges due to be paid by any Covered Entity that the ISO, in its reasonable opinion, believes will not or has not been paid when due.

Transmission Default Period is defined in Section 3.4.f of the ISO New England Billing Policy.

Transmission Late Payment Account is defined in Section 4.2 of the ISO New England Billing Policy.

Transmission Late Payment Account Limit is defined in Section 4.2 of the ISO New England Billing Policy.

Transmission Late Payment Charge is defined in Section 4.1 of the ISO New England Billing Policy.

Transmission, Markets and Services Tariff (Tariff) is the ISO New England Inc. Transmission, Markets and Services Tariff, as amended from time to time.

Transmission Obligations are determined in accordance with Section III.A(vi) of the ISO New England Financial Assurance Policy.

Transmission Operating Agreement (TOA) is the Transmission Operating Agreement between and among the ISO and the PTOs, as amended and restated from time to time.

Transmission Owner means a PTO, MTO or OTO.

Transmission Provider is the ISO for Regional Network Service and Through or Out Service as provided under Section II.B and II.C of the OATT; Cross-Sound Cable, LLC for Merchant Transmission Service as provided under Schedule 18 of the OATT; the Schedule 20A Service Providers for Phase I/II HVDC-TF Service as provided under Schedule 20A of the OATT; and the Participating Transmission Owners for Local Service as provided under Schedule 21 of the OATT.

Transmission Requirements are determined in accordance with Section III.A(iii) of the ISO New England Financial Assurance Policy.

Transmission Security Analysis Requirement shall be determined pursuant to Section III.12.2.1.2.

Transmission Service Agreement (TSA) is the initial agreement and any amendments or supplements thereto: (A) in the form specified in either Attachment A or B to the OATT, entered into by the Transmission Customer and the ISO for Regional Network Service or Through or Out Service; (B) entered into by the Transmission Customer with the ISO and PTO in the form specified in Attachment A to Schedule 21 of the OATT; (C) entered into by the Transmission Customer with an OTO or Schedule 20A Service Provider in the appropriate form specified under Schedule 20 of the OATT; or (D) entered into by the Transmission Customer with a MTO in the appropriate form specified under Schedule 18 of

the OATT. A Transmission Service Agreement shall be required for Local Service, MTF Service and OTF Service, and shall be required for Regional Network Service and Through or Out Service if the Transmission Customer has not executed a MPSA.

Transmission Upgrade(s) means an upgrade, modification or addition to the PTF that becomes subject to the terms and conditions of the OATT governing rates and service on the PTF on or after January 1, 2004. This categorization and cost allocation of Transmission Upgrades shall be as provided for in Schedule 12 of the OATT.

UDS is unit dispatch system software.

Unconstrained Export Transaction is defined in Section III.1.10.7(f)(iv) of Market Rule 1.

Uncovered Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Uncovered Transmission Default Amounts are defined in Section 3.4.f of the ISO New England Billing Policy.

Unrated means a Market Participant that is not a Rated Market Participant.

Unsecured Covered Entity is, collectively, an Unsecured Municipal Market Participant and an Unsecured Non-Municipal Covered Entity.

Unsecured Municipal Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Unsecured Municipal Market Participant is defined in Section 3.3(h) of the ISO New England Billing Policy.

Unsecured Municipal Transmission Default Amount is defined in Section 3.4.f of the ISO New England Billing Policy.

Unsecured Non-Municipal Covered Entity is a Covered Entity that is not a Municipal Market Participant or a Non-Market Participant Transmission Customer and has a Market Credit Limit or Transmission Credit Limit of greater than \$0 under the ISO New England Financial Assurance Policy.

Unsecured Non-Municipal Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Unsecured Non-Municipal Transmission Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Unsecured Transmission Default Amounts are, collectively, the Unsecured Municipal Transmission Default Amount and the Unsecured Non-Municipal Transmission Default Amount.

Updated Measurement and Verification Plan is an optional Measurement and Verification Plan that may be submitted as part of a subsequent qualification process for a Forward Capacity Auction prior to the beginning of the Capacity Commitment Period of the Demand Resource project. The Updated Measurement and Verification Plan may include updated Demand Resource project specifications, measurement and verification protocols, and performance data as described in Section III.13.1.4.3.1.2 of Market Rule 1 and the ISO New England Manuals.

VAR CC Rate is the CC rate paid to Qualified Reactive Resources for VAR Service capability under Section IV.A of Schedule 2 of the OATT.

VAR Payment is the payment made to Qualified Reactive Resources for VAR Service capability under Section IV.A of Schedule 2 of the OATT.

VAR Service is the provision of reactive power voltage support to the New England Transmission System by a Qualified Reactive Resource or by other generators that are dispatched by the ISO to provide dynamic reactive power as described in Schedule 2 of the OATT.

Virtual Requirements are determined in accordance with Section III.A(iv) of the ISO New England Financial Assurance Policy.

Volt Ampere Reactive (VAR) is a measurement of reactive power.

Volumetric Measure (VM) is a type of billing determinant under Schedule 2 of Section IV.A of the Tariff used to assess charges to Customers under Section IV.A of the Tariff.

Winter ARA Qualified Capacity is described in Section III.13.4.2.1.2.1.1.2 of Market Rule 1.

Winter Capability Period means one of two time periods defined by the ISO for the purposes of rating and auditing resources. The time period associated with the Winter Capability Period is the period October 1 through May 31.

Winter Intermittent Reliability Hours are defined in Section III.13.1.2.2.2.2(c) of Market Rule 1.

Year means a period of 365 or 366 days, whichever is appropriate, commencing on, or on the anniversary of March 1, 1997. Year One is the Year commencing on March 1, 1997, and Years Two and higher follow it in sequence.

Zonal Price is calculated in accordance with Section III.2.7 of Market Rule 1.

II.34 Study Procedures For Through or Out Service Requests

II.34.1 Notice of Need for System Impact Study: ~~A request for Through or Out Service will not normally require a System Impact Study. An Eligible Customer may specifically request that the ISO conduct a System Impact Study for an Elective Transmission Upgrade pursuant to Section II.47.5 of this OATT (a “Study Request”). After receiving a request for Through or Out Service (a “Study Request”) to study an Elective Transmission Upgrade, the ISO will review the effect of the proposed service or upgrade on the reliability requirements to meet existing and pending obligations of the Transmission Customers, and the obligations of any affected Transmission Owner(s) whose facilities will be impacted by the proposed service and determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the methodology for completing a System Impact Study is provided in Attachment D. After receiving a Request, the ISO will within thirty (30) days of receipt of a Study Request, tender a System Impact Study agreement in the form of Attachment I to this OATT, or in any other form that is mutually agreed to, pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected Transmission Owners for performing or participating in the required System Impact Study. Before a Study Request is evaluated, the Eligible Customer shall execute the System Impact Study agreement and return it to the ISO within fifteen (15) days. If the Eligible Customer elects~~

not to execute a System Impact Study agreement, its request shall be deemed withdrawn and its deposit (less the reasonable administrative costs incurred by the ISO and any affected Transmission Owner(s) in connection with the Application), will be returned with Interest.

II.34.2 System Impact Study Agreement and Cost Reimbursement:

- (i) The System Impact Study agreement shall clearly specify the ISO's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. The System Impact Study will rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer shall not be assessed a charge for such existing studies; however, the Eligible Customer shall be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the PTF and indirectly affected MTF or OTF ~~of the customer request for an Elective Transmission Upgrade.~~
- (ii) If in response to multiple Eligible Customers requesting a similar study in relation to the same competitive solicitation, a single System Impact Study is sufficient to accommodate the requests, the costs of that study will be equitably prorated among the Eligible Customers.
- (iii) For System Impact Studies conducted on behalf of a Transmission Owner, the Transmission Owner will record the cost of the System Impact Studies pursuant to Section II.8.5 to this OATT.

II.34.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study agreement, the ISO and any affected Transmission Owners will use due diligence to complete the required System Impact Study within a sixty-day period. The System Impact Study shall identify the need for additional Direct Assignment Facilities or facility additions or upgrades required to comply with the Eligible Customer's request. In the event that the required System Impact Study cannot be completed within such time period, the ISO will so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required study and an estimate of any increase in cost which will result from the delay. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System

Impact Study is complete. The ISO will use the same due diligence in completing the System Impact Study for an Eligible Customer that is not a Market Participant as it uses when completing studies for an Eligible Customer that is a Market Participant. The ISO will notify the Eligible Customer immediately upon completion of the System Impact Study.

II.34.4 Facilities Study Procedures: After a System Impact Study indicates that additions or upgrades to the PTF or indirectly affected MTF or OTF are needed to accommodate the Eligible Customer's Study Request, the ISO, within thirty (30) days of the completion of the System Impact Study, will tender to the Eligible Customer a Facilities Study agreement in the form of Attachment J to this OATT, or in any other form that is mutually agreed to, which is to be entered into by the Eligible Customer and the ISO and, if deemed necessary by the ISO, by one or more PTO(s) and pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected PTO(s) or other entity designated by the ISO for performing any required Facilities Study. If the Eligible Customer wants the ISO to undertake the Facilities Study, the Eligible Customer shall execute the Facilities Study agreement and return it to the ISO within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study agreement, its Study Request shall be deemed withdrawn and its deposit, if any (less the reasonable administrative costs incurred by the ISO and any affected entity in connection with the Application), will be returned with Interest. Upon receipt of an executed Facilities Study agreement, the ISO and any affected PTO(s) or other designated entity will use due diligence to cause the required Facilities Study to be completed within a sixty-day period. If a Facilities Study cannot be completed in the allotted time period, the ISO will notify the Eligible Customer and provide an estimate of the time needed to reach a final determination and any resulting increase in the cost, along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study shall include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, or (ii) the Eligible Customer's appropriate share of the cost of any required upgrades, modifications or additions to the PTF, and (iii) the time required to complete such construction. The Eligible Customer shall provide a letter of credit or other reasonable form of security acceptable to the affected Transmission Owner(s) or other entities that will be responsible for the construction of the new facilities or upgrades equivalent to the costs of the new facilities or upgrades and consistent with relevant commercial practices, as established by the Uniform Commercial Code.

In addition to the foregoing, each Facilities Study shall, if requested by the Transmission Customer, contain a non-binding estimate from the ISO of the Incremental ARR, if any, resulting from the construction of the new facilities. After completion of the transmission upgrade or expansion, the ISO

shall determine the Incremental ARRs, if any, resulting from the upgrade or expansion. The Transmission Customer shall be responsible for the cost of any study required to determine the Incremental ARRs.

II.34.5 Facilities Study Modifications: Any change in design arising from inability to site or construct proposed facilities will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the affected Transmission Owners or other entities that are responsible for the construction of the new facilities or upgrades and that significantly affect the final cost of the new facilities or upgrades to be charged to the Eligible Customer pursuant to the provisions of this OATT.

II.34.6 Due Diligence in Completing New Facilities: The ISO will use due diligence to designate PTOs or other entities to add necessary facilities or upgrade the PTF, MTF or OTF within a reasonable time. A PTO or other entity will have no obligation to upgrade its existing or planned transmission system if doing so would impair system reliability or otherwise impair or degrade existing firm service. Nothing in this OATT shall be deemed to create an obligation to build upgrades that an entity does not otherwise have by contract, law or regulation.

II.34.7 Expedited Procedures for New Facilities: In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the ISO to tender at one time, together with the results of required studies, an "Expedited Study Request" pursuant to which the Eligible Customer would agree to pay for all costs incurred pursuant to the terms of this OATT. In order to exercise this option, the Eligible Customer shall request in writing an Expedited Study Request covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying the need for facility additions or upgrades and costs to be incurred in providing the requested service. While the ISO, on behalf of the PTO(s) or other entities that will be responsible for constructing the new facilities or upgrades, agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer shall agree in writing to pay for all costs incurred pursuant to the provisions of this OATT. The Eligible Customer shall execute and return such an Expedited Study Request within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

II.34.8 Penalties for Failure to Meet Study Deadlines: Sections 34.3 and 34.4 require the ISO to use due diligence to meet 60-day study completion deadlines for System Impact Studies and Facilities Studies.

- (i) The ISO is required to file a notice with the Commission in the event that more than twenty (20) percent of System Impact Studies and Facilities Studies completed by the ISO in any two consecutive calendar quarters are not completed within the 60-day study completion deadlines. Such notice must be filed within thirty (30) days of the end of the calendar quarter triggering the notice requirement.
- (ii) For the purposes of calculating the percent of System Impact Studies and Facilities Studies processed outside of the 60-day study completion deadlines, the ISO shall consider all System Impact Studies and Facilities Studies that it completes during the calendar quarter. The percentage should be calculated by dividing the number of those studies which are completed on time by the total number of completed studies. The ISO may provide an explanation in its notification filing to the Commission if it believes there are extenuating circumstances that prevented it from meeting the 60-day study completion deadlines.
- (iii) The ISO is subject to an operational penalty if it completes ten (10) percent or more of System Impact Studies and Facilities Studies outside of the 60-day study completion deadlines for each of the two calendar quarters immediately following the quarter that triggered its notification filing to the Commission. The operational penalty will be assessed for each calendar quarter for which an operational penalty applies, starting with the calendar quarter immediately following the quarter that triggered the ISO's notification filing to the Commission. The operational penalty will continue to be assessed each quarter until the ISO completes at least ninety (90) percent of all System Impact Studies and Facilities Studies within the 60-day deadline.
- (iv) For penalties assessed in accordance with subsection (iii) above, the penalty amount for each System Impact Study or Facilities Study shall be equal to \$500 for each day the ISO takes to complete that study beyond the 60-day deadline.

II.46 General

Additions to or modifications of the PTF may be required or permitted under this OATT, and be subject to related rights, obligations and procedures, in any of the following circumstances:

- (a) An addition or modification may be required under Part II.B or Part II.C of the OATT in order to meet a new request for Regional Network Service or Through or Out Service. Where such an addition or modification is to be effected, the rights and obligations of the ISO, the PTOs and Transmission Customers shall be determined in accordance with the applicable provisions of Parts II.B and II.C of this OATT.
- (b) An addition or modification may be required to permit the interconnection of a new or modified generating unit or the interconnection of an Elective Transmission Upgrade. Where such an addition or modification is to be effected, the rights and obligations of the ISO, the PTOs, and the Generator Owner or applicant for an Elective Transmission Upgrade, shall be determined in accordance with Section II.47 of this OATT and Schedules 11, 12, ~~22, and~~ 23, and 25 to this OATT.
- (c) A Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade or NEMA Upgrade may be required or proposed pursuant to a Regional System Plan. Where a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade or NEMA Upgrade is to be effected, the rights and obligations of the ISO, the PTOs and Transmission Customers shall be determined in accordance with Schedule 12 of this OATT.
- (d) Consistent with reliability and safety standards, Transmission Owners, and operators of affected Local Control Centers in New England Control Area and the ISO will coordinate scheduled generation and transmission facility outages so as to minimize, to the extent practicable, Congestion Costs and Local Second Contingency Protection Resource NCPC Charges (as calculated pursuant to Market Rule 1) in accordance with the TOA, MTOA and applicable ISO New England Operating Procedures. The ISO shall provide Transmission Owners and the operators of the affected Local Control Centers with such information as is necessary to enable them to perform this function. Any information provided to Transmission Owners and the operators of the affected Local Control Centers pursuant to this provision will be subject to all the applicable requirements of the Commission's Order 889.

These provisions for PTF additions and modifications are not intended to be exclusive.

Nothing in this OATT is intended to preclude any entity from identifying and constructing Elective Transmission Upgrades on a merchant or other basis, so long as it obtains all required legal rights and approvals and satisfies applicable ISO and affected Transmission Owner requirements relating to such facilities.

An addition or modification under the TOA which constitutes PTF under the OATT shall become part of the PTF and shall be fully subject to this OATT, whether or not all or any part of the costs of the addition or modification are included in Pool Supported PTF costs. The transmission priorities, if any, with respect to the use of the addition or modification as among the owner and supporters of the addition or modification and other Transmission Customers shall be determined under Parts II.A to II.D, inclusive, of this OATT.

To the extent that a Generator Owner is responsible for the costs of a Generator Interconnection Related Upgrade or Elective Transmission Upgrade, or an entity other than a Generator Owner is responsible for costs of any other system upgrade, the Generator Owner or entity which supports part or all of the costs of the addition or modification shall be entitled to a share of any associated Incremental ARRs equivalent to the share of the total costs of such upgrade which it supports, as assigned and allocated in accordance with Appendix C of Market Rule 1. Any incremental FTRs resulting from Generator Interconnection Related Upgrades or other upgrades shall be auctioned along with other FTRs in accordance with Section 7 of Market Rule 1.

If issues of cost allocation arise with respect to the recovery of any of the costs provided for in this Part II.G of this OATT, or in Schedules 11 or 12 to this OATT, such issues shall be subject to determination by the Commission in the appropriate proceeding.

II.47 Interconnection Procedures and Requirements

II.47.1 Interconnection of Generating Unit Under the Capacity Capability Interconnection

Standard or the Network Capability Interconnection Standard: Any Generator Owner that proposes after the Compliance Effective Date (i) to place in service in the New England Control Area a new generating unit at a site which the Generator Owner owns or controls, or which it has the right to acquire or control, or (ii) to materially change and/or increase the capacity of an existing generating unit located in the New England Control Area shall comply with and be subject to the ISO New England Operating

Documents, including, but not limited to, the Interconnection Procedures contained in Schedules 22 and 23 of this OATT and shall enter into an Interconnection Agreement in the form provided in Appendix 6 to Schedule 22 or Exhibit 1 to Schedule 23 of this OATT. The ISO shall have authority to administer the Interconnection Procedures and shall be a party to the Interconnection Agreement along with the Interconnection Customer and the Interconnecting Transmission Owner (as such terms are defined in Schedules 22 and 23 of this OATT).

II.47.2 Generator Interconnection Proposal Review: The Generator Owner shall submit its proposal for review in accordance with Section I.3.9 of the Transmission, Markets and Services Tariff and related ISO New England Operating Documents and thereafter take any action required pursuant to Section I.3.10 of the Transmission, Markets and Services Tariff as a result of such review.

II.47.3 Generator Right to Interconnection: Upon the satisfaction of the obligations described in Sections II.47.1 and II.47.2, and subject to all necessary legal rights and approvals being obtained, the Generator Owner's unit shall have the right to be interconnected with the PTF or Non-PTF.

II.47.4 Compliance with Schedule 11: A Generator Owner proposing the interconnection of a new or materially changed generating unit shall be responsible for the costs of any required Generator Interconnection Related Upgrades that do not constitute costs of Pool Supported PTF in accordance with Schedule 11 of this OATT, and shall comply with the affected PTO's requirements with respect to security, credit assurances and/or deposits in accordance with Schedule 11 of this OATT.

With respect to upgrades required to meet the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard, and consistent with reliability and safety standards, PTOs (in accordance with the TOA and applicable ISO New England Operating Documents), MTOs (in accordance with a MTOA and applicable ISO New England Operating Documents), OTOs (in accordance with an OTOA and applicable ISO New England Operation Documents), the interconnecting Generator Owner and the ISO shall jointly use their best reasonable efforts to develop Congestion Cost and Local Second Contingency Protection Resource NCPC Charge estimates and construction schedules designed to minimize, to the extent practicable, the financial impact of the upgrade-related transmission outages on all affected parties. The development of the aforementioned construction schedule shall include consultation with any affected existing Generator Owner. To the extent it is possible to implement a procedure that facilitates the ability of interconnecting Generator Owners and Interconnecting Transmission Owners and any affected PTO(s) to minimize, to the extent reasonably practicable, the associated Local Second

Contingency Protection Resource NCPC Charge and Congestion Cost exposure prior to implementation of SMD, the parties agree to continue the use of the procedure after the implementation of SMD to the extent that such procedures are consistent with SMD. There shall be no payment under this OATT of lost opportunity costs to Generator Owners for generating units that are dispatched down or dispatched off. In connection with the consultation required by this paragraph, the affected parties shall, as necessary, enter into nondisclosure agreements protecting commercially sensitive information from unlimited disclosure in order to facilitate the development of construction schedules designed to minimize the financial impact on the affected parties.

Where requests received by the ISO are for interconnection to the MTF or OTF, the responsibilities under Section II.47.1 of the Tariff will be solely within the MTO's or OTO's discretion. If the MTO or OTO acts to interconnect transmission facilities to its MTF or OTF, it will consult and coordinate with the ISO prior to completion of any system impact studies and facilities studies in connection with such interconnection requests. Likewise, the ISO will consult with the MTO or OTO on any proposed interconnection requests that may adversely affect the MTF or OTF. Nothing in this Tariff shall preclude the ISO from entering into an agreement(s) with the MTO or OTO for such MTO or OTO, pursuant to the ISO's supervision, to perform system impact studies and facilities studies in connection with any interconnection requests. All interconnections to MTF or OTF must conform to the pro forma interconnection rules and procedures on file with the Commission for the ISO. Nothing in this Tariff shall preclude the performance of studies related to the interconnection of generating units by a third party consultant to the extent permitted by applicable procedures in this OATT (including procedures governing the treatment of confidential information) and provided that such studies performed by any third party consultant must include the MTO's or OTO's reasonable estimates of the costs of upgrades to such MTO's MTF or OTO's OTF needed to implement the conclusions of such studies and the MTO's or OTO's reasonable anticipated schedule for the construction of such upgrades.

II.47.5 Interconnection of Elective Transmission Upgrades: Any entity may undertake the design, construction and interconnection of an Elective Transmission Upgrade (“Elective Transmission Upgrade ~~Applicant~~[Interconnection Customer](#)”). In undertaking the design, construction and interconnection of an Elective Transmission Upgrade, the Elective Transmission Upgrade ~~Applicant~~[Interconnection Customer](#) shall comply with and be subject to the ISO New England Operating Documents, including, but not limited to, the Interconnection Procedures contained in Schedule 25 of this OATT and shall enter into an Interconnection Agreement in the form provided in Appendix 6 to Schedule 25 of this OATT. The ISO shall have authority to administer the Interconnection Procedures and shall be a party to the

Interconnection Agreement along with the Interconnection Customer and the Interconnecting Transmission Owner (as such terms are defined in Schedule 25 of this OATT). undertake, as a condition to its right to place the Elective Transmission Upgrade in service, the following procedures and otherwise comply with the relevant ISO System Rules:

The Elective Transmission Upgrade Interconnection Customer shall submit its proposal for review in accordance with Section I.3.9 of the Transmission, Markets and Services Tariff and related ISO New England Operating Documents and thereafter take any action required pursuant to Section I.3.10 of the Transmission, Markets and Services Tariff as a result of such review.

Upon satisfaction of the obligations described in this Section II.47.5 and Schedule 25 of this OATT, and subject to all necessary legal rights and approvals being obtained, and upon satisfaction of any conditions placed on the Elective Transmission Upgrade Interconnection Customer pursuant to Sections I.3.9 and I.3.10 of the Transmission, Markets and Services Tariff, the Elective Transmission Upgrade shall have the right to be interconnected with the PTF or Non-PTF.

- ~~(a) complete and submit to the ISO a standard application, which is available from the ISO, along with the administrative fee, that describes the Elective Transmission Upgrade in sufficient detail to enable the ISO to identify the location of the upgrade, any affected Transmission Owners, and the purpose of the Elective Transmission Upgrade;~~
- ~~(b) if required by the ISO, enter into a System Impact Study Agreement with the ISO and, if deemed necessary by the ISO, one or more affected PTOs to determine the effects, if any, of the upgrade on the PTF and Non-PTF. The ISO may permit the Elective Transmission Upgrade Applicant to use a third party consultant hired and/or agreed to by the ISO to undertake on its own a System Impact Study in consultation with the ISO and affected Transmission Owner(s);~~
- ~~(c) upon receipt of the completed System Impact Study, notify the ISO whether it will seek approval of the Elective Transmission Upgrade pursuant to Section I.3.9 of the Transmission;~~

~~Markets and Services Tariff and, if so, submit its proposal for review in accordance with Section I.3.9 and relevant rules and procedures of the ISO; and~~

~~(d) after obtaining approval for the Elective Transmission Upgrade, or after the time periods set forth in Section I.3.9 have passed without the Elective Transmission Upgrade Transmission Applicant receiving notice in writing that its proposed upgrade will have a significant adverse effect upon the reliability or operating characteristics of the facilities of one or more Transmission Owners, or the system of a Market Participant, the Elective Transmission Upgrade Applicant shall enter into an interconnection agreement with the affected Transmission Owners.~~

~~To the extent necessary and appropriate, the Elective Transmission Upgrade Applicant shall also enter into support agreements with the affected Transmission Owners. The Elective Transmission Upgrade Applicant also may request, upon providing the security, credit assurances, and/or deposits required by the affected Transmission Owners, the filing with the Commission by the Transmission Owner of unexecuted interconnection and support agreements. The Elective Transmission Upgrade Applicant shall obtain all necessary legal rights and approvals for the construction and maintenance of the upgrade and shall cooperate with affected Transmission Owners in obtaining all necessary legal rights and approvals for the construction and maintenance of additions or modifications, if any, required in conjunction with the upgrade.~~

~~Upon satisfaction of the obligations described in (a), (b), (c), and (d) above, subject to all necessary legal rights and approvals being obtained, and upon satisfaction of any conditions placed on the Elective Transmission Upgrade Applicant pursuant to Sections I.3.9 and I.3.10 of the Transmission, Markets and Services Tariff, the Elective Transmission Upgrade shall have the right to be interconnected with the PTF or Non-PTF. Any entity that constructs and/or maintains the Elective Transmission Upgrade shall be responsible for 100% of all of the costs of said upgrade and of any additions to or modifications of the PTF and Non-PTF that are required to accommodate the Elective Transmission Upgrade. A request for rate treatment of an Elective Transmission Upgrade, if any, shall be determined by the Commission in the appropriate proceeding.~~

~~The completion of a System Impact Study for an Elective Transmission Upgrade and the construction of an Elective Transmission Upgrade shall not delay the completion of a System Impact Study or Facilities Study for a Generator Owner applying to interconnect under the Capacity Capability Interconnection~~

~~Standard or the Network Capability Interconnection Standard and shall not delay the construction of upgrades for a generating unit interconnecting under these interconnection standards.~~

SCHEDULE 11
GENERATOR INTERCONNECTION RELATED UPGRADE COSTS

(1) Classification of Generating Projects. The treatment for purposes of this OATT of the Generator Interconnection Related Upgrade costs with respect to the facilities needed for the interconnection of a particular new or modified generating unit project in accordance with Section II.47 of this OATT depends on whether the project is a Category A Project, a Category B Project or a Category C Project, as follows:

- (a) A Category A Project is one whose Generator Owner committed to pay for upgrade costs on or after October 1, 1998 and prior to October 29, 1998 and has filed a petition with the Commission requesting that the costs associated with the interconnection of its generation project be determined in accordance with Schedule 11 of this OATT, as evidenced either by the filing of an executed Transmission Service Agreement or by the filing of an unexecuted Transmission Service Agreement.

- (b) A Category B Project is any one whose Generator Owner committed to pay for upgrade costs on or after October 29, 1998 and prior to June 22, 1999, as evidenced either by the filing of an executed Transmission Service Agreement or by the filing of an unexecuted Transmission Service Agreement. To the extent not otherwise covered by the preceding sentence, a Category B Project includes any one (other than a Category A Project) on which the Generator Owner had expended at least \$5,000,000, including amounts due under irrevocable commitments, as of June 22, 1999. Category B Projects are those projects listed as Category A Projects in Section 1(a) of this Schedule 11, but no longer qualify as Category A Projects, that had expended at least \$5,000,000 (including amounts due under irrevocable commitments) as of June 22, 1999, as reasonably determined by the ISO, as well as the following projects:

Sithe, Mystic Station Expansion

Sithe Edgar Station Expansion, Fore River

Sithe, West Medway

PG&E, Generating Lake Road Generating

PDC, Milford Power

PDC, Meriden Power
Reliant Energy, Hope Rhode Island
IDC FPL, Bellingham
Constellation, Merrimack (Nickel Hill) Energy Project
SEI, Canal Re-powering
ANP, Bellingham
ANP, Blackstone
Cabot, Island End
Calpine, Westbrook Power
HQ, Bucksport
AES, Londonderry
ConEd, Newington
Mirant, Kendall Repowering Project

- (c) A Category C Project is any project which is not a Category A Project or a Category B Project.
- (2) Direct Interconnection Transmission Costs. Direct Interconnection Transmission Costs shall mean the cost of facilities constructed for sole use of the Generator Owner that are not PTF. One hundred percent of Direct Interconnection Transmission Costs shall be the responsibility of the Generator Owner whether the Generator Owner's project is a Category A Project, a Category B Project or a Category C Project.
- (3) Treatment of Category A Project Transmission Costs. The allocation of costs of Generator Interconnection Related Upgrades for Category A Projects will be determined as follows:
- (d) One-half of the Shared Amount (as defined below) of the capital cost of the PTF upgrade shall constitute Pool Supported PTF and be included in Annual Transmission Revenue Requirements under Attachment F to this OATT. The Generator Owner shall be obligated to pay, in addition to the Direct Interconnection Transmission Costs, the other half of the Shared Amount of the capital cost of the PTF upgrade and all of the capital costs in excess of the Shared Amount, and any applicable tax gross-up amounts, and such amounts to be paid by the Generator Owner shall not be included in Annual Transmission Revenue Requirements under Attachment F to this OATT. Following completion of the

construction or modification of the Generator Interconnection Related Upgrade, the Generator Owner shall be obligated to pay its pro rata share of all of the annual costs (including cost of capital, federal and state income taxes, O&M and A&G expenses, annual property taxes and other related costs) which are allocable to such upgrade, pursuant to the interconnection agreement with the individual PTO or its designee which is responsible for the construction or modification, and such agreement may be filed with the Commission by the PTO, either signed or unsigned, on its own or at the request of the Generator Owner.

- (e) In determining the cost responsibilities related to a Generator Interconnection Related Upgrade to PTF, the ISO may determine that all or a portion of the proposed facilities exceed regional system, regulatory or other public requirements. In such a case, the ISO shall determine the amount of the excess costs of the Generator Interconnection Related Upgrade which shall be borne by the entity which is responsible for requiring such excess costs, and the excess costs shall not be included in the calculation of the Shared Amount.
- (f) The Shared Amount of the capital cost of the Generator Interconnection Related Upgrade of PTF shall be initially determined as of the time that the System Impact Study agreement is executed by all parties and the Generator Owner has paid the cost of the study (such initial determination to be based on the estimated cost of the Generator Interconnection Related Upgrade, subject to later adjustment as set forth below) subject to truing up the KW element of the following formula upon completion of the Generator Interconnection Upgrade, and shall be the lesser of (1) the full actual capital cost of the Generator Interconnection Related Upgrade of PTF (excluding any costs which are determined to be excess costs in accordance with paragraph (b) above) or (2) the amount determined in accordance with the following formula:

$$P = (KW \times R \times 0.50) / C$$

in which:

P is the maximum amount to be shared;

KW in the case of a generating unit, is the actual demonstrated net capability of the new generating unit or increase in the capacity of an existing generating unit corrected to 50°F in kilowatts. If winter operating conditions are shown in the System Impact Study and/or application under Section 3.9 of Section I of the Transmission, Markets and Services Tariff to require additional transmission reinforcements beyond those reinforcements required for summer operating conditions, the net capability of the unit will be corrected to an ambient air temperature of 0°F;

R is the Pool PTF Rate in effect on the Compliance Effective Date, which is \$15.57 per kilowatt year, adjusted to reflect compliance with the April 5, 1999 Settlement Agreement, approved by the Commission by order dated July 30, 1999 in Docket Nos. OA97-237-000, et al.; and

C is the weighted average carrying charge factor of all of the PTOs which own PTF, determined, as of the Compliance Effective Date, in accordance with Attachment F to the OATT, which is 15.87 percent, adjusted to reflect compliance with the April 5, 1999 Settlement Agreement, approved by the Commission by order dated July 30, 1999 in Docket Nos. OA97-237-000, et al.

(g) All payments required hereunder shall be determined initially on an estimated basis, and then adjusted after the appropriate portion of the construction or modification costs has been reflected in OATT rates in the first adjustment of OATT rates after the upgrade has been placed in commercial operation.

(h) The provisions in this Section (3) with respect to allocation of costs for Generator Interconnection Related Upgrades of PTF for Category A projects are subject to further clarifications and/or modifications to reflect the outcome of proceedings in Commission Docket Nos. ER98-3853 (including any court appeals) and EL00-62-000, et al., and further Commission orders with respect thereto.

(4) Treatment of Category B Project Transmission Costs. The costs of Generator Interconnection Related Upgrades in connection with a Category B Project shall be allocated in the same way as Generator Interconnection Related Upgrades for Category A projects.

- (5) Treatment of Category C Project Transmission Costs. If a Generator Interconnection Related Upgrade is required in order to satisfy the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard (or its predecessor standard) in connection with a Category C Project, the Generator Owner shall be obligated to pay all of the cost of such upgrade, including all Direct Interconnection Transmission Costs and any applicable tax gross-up amounts, to the extent such costs would not have been incurred but for the interconnection; provided that, if the ISO determines that a particular Generator Interconnection Related Upgrade provides benefits to the system as a whole as well as to particular parties, then the cost of such Upgrade shall be allocated in the same way as Reliability Transmission Upgrades. Following completion of the construction or modification, the Generator Owner shall be obligated to pay all of the annual costs (including federal and state income taxes, O&M and A&G expenses, annual property taxes and other related costs) which are allocable to the Generator Interconnection Related Upgrade, pursuant to the interconnection agreement (or support agreement) with the individual PTO or its designee which is responsible for the construction or modification, and such agreement may be filed with the Commission by the PTO, either signed or unsigned, on its own or at the request of the Generator Owner.
- (6) Treatment of Elective Transmission Upgrades for Generating Units. If a Generator Owner has requested an Elective Transmission Upgrade pursuant to Section II.47.2 of this OATT in connection with a new or materially changed generation unit, the Generator Owner shall be subject to the cost, credit assurance and contract obligations set forth in Section II.47.2 of this OATT and Schedule 12 to this OATT for Elective Transmission Upgrades.
- (7) Contract and Credit Requirements. If a Generator Interconnection Related Upgrade is required, the Generator Owner requesting such upgrade, at the request of the PTO or its designee responsible for effecting the construction or modification, shall be obligated to pay to the PTO or its designee responsible for effecting the Generator Interconnection Related Upgrade an amount equal to its share of the estimated cost of the construction at one time or in monthly or other periodic installments, including, without limitation, all costs associated with acquiring land, rights of way easements, purchasing equipment and materials, installing, constructing, interconnecting, and testing the facilities; O&M and engineering costs; all related overheads; and any and all associated taxes and government fees. In addition to, or in lieu of said payment, the affected PTO or its designee may require the Generator Owner to provide, as security for its obligation to pay

any unfunded balance of the construction costs, a letter of credit or other reasonable form of security acceptable to the PTO or its designee that will be responsible for the construction equivalent to the cost of the upgrade including taxes and consistent with relevant commercial practices, as established by the Uniform Commercial Code. As soon as reasonably practical, but in any event within 180 days after completion of the construction or modifications, or as otherwise mutually agreed, the PTO or its designee responsible for the construction or modification will determine the difference, if any, between the estimated cost already paid by the Generator Owner to the PTO or its designee responsible for the construction or modification and its share of the actual cost of the construction or modification, and will either receive from the Generator Owner, with Interest (if the sum paid is insufficient) or pay to the Generator Owner, with Interest (if the sum paid is surplus) the difference; provided that if, at the time such determination is made, items of construction that remain to be completed and/or some construction costs have not been invoiced and paid, the PTO or its designee responsible for the construction or modification shall continue to be entitled to recover from the Generator Owner the Generator Owner's share of the costs of such remaining items and may retain a reserve to cover such items. Furthermore, the PTO shall release any letter of credit or other security instrument received by the PTO, up to the amount allowed to be recovered through the PTO's Annual Transmission Revenue Requirement for Category A and B Projects, no later than sixty (60) days after the later of the reflection of such costs in the regional rates and the commercial operation of the generation addition or modification. To the extent Generator Interconnection Related Upgrades, or any portion thereof, are completed in a calendar year, PTO will use their best efforts to reflect such facilities in their Annual Transmission Revenue Requirements calculated on the basis of that year. That portion of the construction or modification costs or deposit paid by the Generator Owner may, by mutual agreement of the PTO and the Generator Owner, either be retained by the PTO, or be refunded to the Generator Owner upon the Generator Owner executing a contract with the PTO obligating the Generator Owner to pay the PTO the ongoing transmission revenue requirement associated with its share of the Generator Interconnection Related Upgrade, including but not limited to cost of capital, federal and state income taxes, O&M and A&G costs, annual property taxes and all other related costs, and providing the PTO with an irrevocable letter of credit or other form of security acceptable to the PTO. In the event the Generator Owner's portion of the construction or modification costs is retained by the PTO or its designee in accordance with the preceding sentence, the Generator Owner will be obligated (i) to pay the federal and state income taxes required to be paid by the PTO with respect to the retained amount, and (ii) to pay annually its percentage of the O&M and

A&G costs, annual property taxes and all other related costs, except for those costs required to be paid under (i) or any costs that are retained by the PTO in accordance with the interconnection agreement. If the Generator Owner for whatever reason goes out of business, or otherwise abandons its generation project and the Generator Interconnection Related Upgrade has already been partially or completely constructed, the Generator Owner shall be responsible for all of the unrecovered ongoing costs of the upgrade that would not have been incurred but for the proposed generation project. Nothing contained herein shall prevent the PTO or its designee responsible for the construction or modification and the Generator Owner from negotiating other methods for providing financial security associated with the cost of an upgrade deemed acceptable to the PTO or other entity. Subject to the foregoing, the interconnection and support agreements for a Generation Interconnection Related Upgrade may specify the basis for continued support of such upgrade in the event of the cancellation of the project due to a failure to obtain regulatory approvals or permits or required rights of way or other property, or action to terminate the project before its completion for whatever reason and any other matters.

Interest payable hereunder shall be calculated in accordance with Section II.8.3 of the OATT.

SCHEDULE 22

LARGE GENERATOR INTERCONNECTION PROCEDURES

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APPENDICES TO LGIP

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SECTION I. DEFINITIONS

The definitions contained in this section are intended to apply in the context of the generator interconnection process provided for in this Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under this Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England [Transmission System Control Area](#).

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

At-Risk Expenditure shall mean money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case shall have the meaning specified in Section 2.3.

Base Case Data shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect [a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service](#) in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the [Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade](#)

[seeking Capacity Network Import Interconnection Service](#) ~~Generating Facility~~, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources [or Elective Transmission Upgrades with Capacity Network Import Interconnection Service](#), as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Large Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Engineering & Procurement ("E&P") Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner shall mean a Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnecting Transmission Owner's Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large

Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under the Standard Large Generator Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of an existing Generation Facility; (iii) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (iv) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability.

Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying

Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service shall mean the service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more than 20 MW.

Long Lead Time ~~Generating Facility~~ (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource~~CNR~~ Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively~~Section 3.2.3~~.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party’s performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2.2(a) of the Tariff.

Material Modification shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3)

years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard ("NC Interconnection Standard") shall mean the minimum criteria required to permit the Interconnection Customer to interconnect [a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#) in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the [Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#) ~~Generating Facility~~, as detailed in the ISO New England Planning Procedures.

Network Resource ("NR") shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability ("NR Capability") shall mean the maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall mean the total megawatt amount determined pursuant to Section 5.2.4.

Network Resource Interconnection Service ("NR Interconnection Service") shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility

to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Large Generating Facility to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of [Interconnection](#) [interconnection](#) ~~Requests~~ ~~requests~~ ~~requests~~ for [Generating Facilities](#), Elective Transmission Upgrades,

requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. ~~For~~ purposes of this LGIP, references References to a “higher-queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of

conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Standard Large Generator Interconnection Agreement (“LGIA”) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

Standard Large Generator Interconnection Procedures (“LGIP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.

2.1 Application of Standard Large Generator Interconnection Procedures.

The LGIP and LGIA shall apply to Interconnection Requests pertaining to Large Generating Facilities. Except as expressly provided in the LGIP and LGIA, nothing in the LGIP or LGIA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

2.2. Comparability.

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this LGIP. The System Operator and Interconnecting Transmission Owner will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection

Customers, whether the Generating Facilities are owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

2.3 Base Case Data.

System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall provide Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists upon request to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator is permitted to require that the third party consultant or non-market affiliate sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer. Such databases and lists, hereinafter referred to as Base Cases, shall include all generation projects and transmission projects, ~~including merchant transmission projects~~ that are proposed for the New England Transmission System and any Affected System and, for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

2.4 No Applicability to Transmission Service.

Nothing in this LGIP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

2.5 Time Requirements.

Parties that must perform a specific obligation under a provision of the Standard Large Generator Interconnection Procedure or Standard Large Generator Interconnection Agreement within a specified

time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.3.1. The Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Interconnection Customer must comply with the requirements specified in Section 3.3.1 for each Interconnection Request even when more than one request is submitted for a single site.

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.2 Type of Interconnection Services and Long Lead Time ~~Generating~~ Facility Treatment

At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection

Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's NR Capability. At the time the Interconnection Request is submitted, the Interconnection Customer may also request Long Lead Facility treatment in accordance with Section 3.2.3.

3.2.1 Capacity Network Resource Interconnection Service

3.2.1.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a CNR, and to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

3.2.1.2 The Studies.

All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispach of other CNRs [and Elective Transmission Upgrades with CNI Interconnection Service](#), in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.1.3 Milestones for CNR Interconnection Service.

In addition to the requirements set forth in this LGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Appendix B of the LGIA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of this LGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study [and CNR Group Study](#) to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study has been completed, the completed Interconnection Study shall be subject to re-study, in accordance with the re-study provisions in this LGIP. If an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If an LGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this LGIP shall be subject to re-study. The Appendices to the LGIA shall be amended (pursuant to Article 30 of the LGIA) to reflect CNR Capability and the results of the re-study.

3.2.2 Network Resource Interconnection Service

3.2.2.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows the Interconnection Customer's Large Generating Facility to participate in the New England Markets, in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the gross and net NR Capability or as

otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network Resources. Notwithstanding the above, the portion of a Large Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

3.2.2.2 The Studies.

The Interconnection Studies for an Network Resource shall assure that the Interconnection Customer's Large Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.2.3 Milestones for NR Interconnection Service.

An Interconnection Customer with an Interconnection Request for NR Interconnection Service shall complete the requirements in this LGIP prior to receiving NR Interconnection Service.

3.2.3 Long Lead Time ~~Generating~~ Facility Treatment

3.2.3.1 Treatment of Long Lead Facilities.

Long Lead Facilities receive the treatment described herein in connection with the associated request of the Interconnection Customer for CNR Interconnection Service for its [Large Generating Facility](#) [or CNI Interconnection Service for its External ETU that is a controllable Merchant Transmission Facility](#) [or Other Transmission Facility](#). Long Lead Facility treatment provides for the Interconnection Customer's [Generating Facility](#) [or controllable Merchant Transmission Facility](#) [or Other Transmission Facility](#) [External ETU](#), after the completion of the Interconnection System Impact Study, to be modeled in the Base Cases for the next CNR Group Study to determine whether the Long Lead Facility would have qualified [or enabled the qualification of an Import Capacity Resource](#) to participate in the Forward Capacity Auction associated with that CNR Group Study, in accordance with Section III.13.1.2 of the

Tariff, but for [the Long Lead Facility's](#) development cycle (which shall include development of required transmission upgrades). If the Long Lead Facility is deemed to qualify [or have enabled an associated Import Capacity Resource to qualify](#), the Long Lead Facility shall be included in the re-study pursuant to Section 3.2.1.3(iv) in order to determine the facilities and upgrades that would be necessary in order to accommodate the Interconnection Request of the Long Lead Facility, and for which costs the Interconnection Customer must be responsible. In order to maintain Long Lead Facility status, the Interconnection Customer must commit to the completion of these facilities and upgrades in time to allow the Long Lead Facility to achieve its Commercial Operation Date by the start of the associated Capacity Commitment Period. In addition, the Long Lead Facility will be treated as ~~if it cleared as~~ a New Generating Capacity Resource [in the case of a Generating Facility or as if an Import Capacity Resource associated with the Long Lead Facility cleared in the case of an External ETU](#) for the sole purpose of inclusion [of the Long Lead Facility](#) in the CNR Group Studies for the Forward Capacity Auctions that precede the Forward Capacity Auction for the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation. If an earlier-queued Generating Facility [seeking CNR Interconnection Service or an Import Capacity Resource associated with an Elective Transmission Upgrade that is seeking CNI Interconnection Service](#) obtains a Capacity Supply Obligation in a Forward Capacity Auction prior to or simultaneous with the Forward Capacity Auction in which the Long Lead Facility [or its contractual counterparty in the case of an Elective Transmission Upgrade](#) obtains a Capacity Supply Obligation, the Long Lead Facility will be re-studied in order to determine whether any additional facilities and upgrades to those identified prior to the CNR Group Study must be completed, at the Interconnection Customer's cost, prior to its Commercial Operation Date. A Long Lead Facility's cost responsibility for the facilities necessary to accommodate the Interconnection Request shall not be impacted by a Generating Facility [or an External ETU](#) with a Queue Position lower than the Long Lead Facility [or its counterparty in the case of an External ETU](#) that clears in a Forward Capacity Auction, in accordance with Section III.13.2 of the Tariff, prior to the clearance of the Long Lead Facility.

3.2.3.2 Request for Long Lead Facility Treatment.

An Interconnection Customer requesting CNR Interconnection Service for its proposed Generating Facility [or CNI Interconnection Service for its proposed controllable Merchant Transmission Facility or Other Transmission Facility External ETU](#), which the Interconnection Customer projects to have a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) may elect or request Long Lead Facility treatment in the following manner:

(a) An Interconnection Customer proposing a Generating Facility [or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU](#) with a requested [CNR Interconnection Service or CNI Interconnection Service](#)~~Summer net electrical output~~ of 100 MW ~~or more at or above 90 degrees F~~ may elect Long Lead Facility treatment at the time the Interconnection Request is submitted, together with the critical path schedule and deposits required in Section 3.2.3.3.

(b) An Interconnection Customer proposing a Generating Facility [or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU](#) with a requested [CNR Interconnection Service or CNI Interconnection Service](#)~~Summer net electrical output~~ under 100 MW ~~at or above 90 degrees F~~ may request Long Lead Facility treatment by submitting a written request to the System Operator for its review and approval, explaining why the Generating Facility [or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU](#) cannot achieve Commercial Operation by the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for Long Lead Facility treatment is made), together with the critical path schedule and deposits required in Section 3.2.3.3. In reviewing the request, the System Operator shall evaluate the feasibility of the Generating Facility [or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU](#) achieving Commercial Operation to meet an earlier Capacity Commitment Period based on the information provided in the request and the critical path schedule submitted pursuant to Section 3.2.3.3, in a manner similar to that performed under Section III.13.3.2 of the Tariff. Within forty-five (45) Business Days after its receipt of the request for Long Lead Facility treatment, the System Operator shall notify the Interconnection Customer in writing whether the request has been granted or denied. If the System Operator determines that the Generating Facility [or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU](#) can achieve a Commercial Operation Date prior to the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction, the Interconnection Customer's request shall be denied. The dispute resolution provisions of [the LGIP in the case of a Generating Facility or the ETU IP for an External ETU](#)~~this LGIP~~ are not available for disputes or claims associated with the ISO's determination to deny an Interconnection Customer's request for Long Lead Facility ~~Treatment~~[treatment](#).

(c) An Interconnection Customer that did not request Long Lead Facility treatment at the time the Interconnection Request was submitted, may thereafter submit a request for treatment as a Long Lead Facility, together with the critical path schedule and deposits required in Section 3.2.3.3 and, if applicable, a request for an extension of the Commercial Operation Date specified in the Interconnection Request in accordance with Sections 4.4.4 and 4.4.5. A request for Long Lead Facility treatment that is submitted after the initial Interconnection Request will not be eligible to participate in any Forward Capacity Auction prior to the Forward Capacity Auction associated with the extended Commercial Operation Date. The Long Lead Facility will be modeled in the Base Cases for the CNR Study Group associated with the near term Forward Capacity Auction unless that CNR Study Group is underway, in which case the Long Lead Facility will be modeled in the next CNR Study Group.

3.2.3.3 Critical Path Schedule and Deposits for Long Lead Facility Treatment.

At the time an Interconnection Customer submits an election or request for Long Lead Facility treatment, the Interconnection Customer must submit, together with the request:

(1) **Critical Path Schedule.** A critical path schedule, in writing, for the Long Lead Facility (with a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made)) that meets the requirements set forth in Section III.13.1.1.2.2.2 of the Tariff. The Interconnection Customer must submit annually, in writing, an updated critical path schedule to the System Operator by the closing deadline of each New Capacity Show of Interest Submission Window that precedes the Forward Capacity Auction associated with the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation, prior to the inclusion of the Long Lead Facility in the Base Case for the CNR Group Study associated with the corresponding New Capacity Show of Interest Submission Window. With its annual update, for each critical path schedule milestone achieved since the submission of the previous critical path schedule update, the Interconnection Customer must include in the critical path update documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule.

(2) **Long Lead Facility Deposits.**

(a) Deposits. In addition to the deposits required elsewhere in [the LGIP in the case of a Generating Facility or the ETU IP for External ETU](#)~~this LGIP~~, at the time of its request for Long Lead Facility treatment, in accordance with Section 3.2.3.3, and by each deadline for which a New Generating Capacity Resource is required to provide financial assurance under Section III.13.1.9.1 of the Tariff, the Interconnection Customer must provide a separate deposit in the amount of $0.25 * (\text{Forward Capacity Auction Starting Price} / 2) * \text{requested CNR Capability or CNI Capability}$ ~~summer net capacity~~. For each calculation of the deposit, the System Operator shall use the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction at the time of that calculation, pursuant to Section III.13.2.4 of the Tariff, [or the Forward Capacity Auction Starting Price for the previous Forward Capacity Auction in the case where the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction has not yet been calculated](#). The total amount of deposits shall not exceed the Non-Commercial Capacity Financial Assurance Amount that the Long Lead Facility would be required to provide if [the Long Lead Facility or its counterparty](#) cleared in the upcoming Forward Capacity Auction, in accordance with Section III.13.1.9.1 of the Tariff. The Long Lead Facility deposits will be fully refunded (with interest to be calculated in accordance with Section 3.6) (i) if the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within thirty (30) Calendar Days of the Scoping Meeting or of the completion of the System Impact Study (including restudy of the System Impact Study), pursuant to Section 7, or (ii) once the Long Lead Facility [or its counterparty](#) clears in a Forward Capacity Auction.

(b) Reductions. Ten (10) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) after the Long Lead Facility [or its counterparty](#) fails to qualify or qualifies and fails to clear in the Forward Capacity Auction that follows the first Forward Capacity Auction for which the [Long Lead Facility or its counterparty](#) could qualify based on the Commercial Operation Date specified in the initial critical path schedule for the Long Lead Facility. An additional five (5) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) following each subsequent Forward Capacity Auction in which the Long Lead Facility [or its counterparty](#) fails to qualify or qualifies and fails to clear such Forward Capacity Auction, not to exceed the maximum period allowed under Sections 3.3.1, 4.4.4 and 4.4.5. The

non-refundable portions of the deposits shall be credited to the revenue requirements under Schedule 1 of Section IV of the Tariff.

3.2.3.4 Withdrawal and Refunds After Expenditures for Upgrades.

An Interconnection Customer that provides documentation in the critical path schedule update to be submitted in accordance with Section 3.2.3.3(1), showing expenditures of the required amounts for upgrades identified in the Interconnection Studies for the Long Lead Facility, may submit a withdrawal of the Interconnection Request for the Long Lead Facility, in accordance with Section 3.6, at any time up to thirty (30) Calendar Days, after [the Long Lead Facility's or its counterparty's](#) failure to clear in any Forward Capacity Auction. In such instance, the Interconnection Customer shall receive a refund from the System Operator of the Long Lead Facility deposits (with interest to be calculated in accordance with Section 3.6) as adjusted pursuant to 3.2.3.3(2), if appropriate, and from the Interconnecting Transmission Owner a refund of the payments for the upgrades that exceed the costs incurred by the Interconnecting Transmission Owner. If the Interconnection Customer withdraws only its election or request for Long Lead Facility treatment, such withdrawal will be considered a Material Modification and the Long Lead Facility will lose its Queue Position unless its withdrawal occurs within one of the thirty (30)-day periods described in Section 3.2.3.3(2) of [the LGIP in the case of a Generating Facility or the ETU IP for an External ETU](#)~~this LGIP~~.

3.2.3.5 Additional Requirements to Maintain Long Lead Facility Treatment.

An Interconnection Customer with a Long Lead Facility must begin payment as required by the transmission expenditure schedule for the transmission upgrade costs that have been identified in the pertinent Interconnection Studies. The Interconnection Request for CNR Interconnection Service shall be deemed withdrawn under Section 3.6 if the Interconnection Customer fails to comply with the requirements for Long Lead Facility treatment, including the milestones specified in Section 3.2.1.4. In this circumstance, the conditions specified in [an Interconnection Agreement for a Generating Facility seeking CNR Interconnection Service or External ETU seeking CNI Interconnection Service](#)~~Appendix A of the LGIA for a Large Generating Facility~~ that had an Interconnection Request of a Queue Position lower than the Long Lead Facility, but cleared [\(in the case of the Elective Transmission Upgrade, the Import Capacity Resource\)](#) in a Forward Capacity Auction prior to the Long Lead Facility, shall be removed.

3.2.3.6 Participation in Earlier Forward Capacity Auctions.

An Interconnection Customer with a Long Lead Facility may, without loss of Queue Position, elect to participate in an earlier Forward Capacity Auction than originally anticipated, but only if the election to accelerate is made to the System Operator in writing within thirty (30) Calendar Days of the Scoping Meeting or within thirty (30) Calendar Days of the completion of the System Impact Study (but before the Long Lead Facility and the results of the associated System Impact Study are incorporated into the Base Cases). Otherwise, such an election shall be considered a Material Modification.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following to the System Operator: (i) an initial deposit of \$50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.2, and (iv) in the case of a request for CNR Interconnection Service, demonstration of Site Control or, in the case of a request for NR Interconnection Service, demonstration of Site Control or a posting of an additional deposit of \$10,000. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The portions of the deposit of \$50,000 that have not been applied as provided in this Section 3.3.1 shall be refundable if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within ten (10) Business Days of the Scoping Meeting, or (ii) if the Interconnection Customer executes an LGIA. Otherwise, any unused balance of the deposit of \$50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers with lower Queue Positions that are subject to re-study, as determined by the System Operator in accordance with the provisions of this LGIP, as a result of the withdrawal of an Interconnection Request with a higher Queue Position.

The deposit of \$50,000 shall be applied toward the costs incurred by the System Operator associated with the Interconnection Request and Long Lead Facility treatment, as well as, the costs of the Interconnection Feasibility Study and/or the Interconnection System Impact Study, including the cost of developing the study agreements and their attachments, and the cost of developing the LGIA.

If, in the case of a request for NR Interconnection Service, the Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.3.3 after submitting its Interconnection Request, the additional deposit of \$10,000 shall be refundable; otherwise, that deposit shall be applied as provided in Section 3.1, including, toward the costs of any Interconnection Studies pursuant to the Interconnection Request, the cost of developing the study agreement(s) and associated attachment(s), and the cost of developing the LGIA.

The expected Initial Synchronization Date of the new Large Generating Facility, of the increase in capacity of the existing Generating Facility, or of the implementation of the Material Modification to the existing Generating Facility shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless the Interconnection

Customer demonstrates that such time required to actively engineer, permit and construct the new Large Generating Facility or increase in capacity of the existing Generating Facility or implement the Material Modification to the existing Generating Facility will take longer than the seven year period. Upon such demonstration, the Initial Synchronization Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as the Interconnection Customer, System Operator, and Interconnecting Transmission Owner agree,; such agreement shall not be unreasonably withheld.

3.3.2 Acknowledgment of Interconnection Request.

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement. With the System Operator's acknowledgement of a valid Interconnection Request, the System Operator shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2 or an Interconnection System Impact Study Agreement in the form of Appendix 3.

3.3.3 Deficiencies in Interconnection Request.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the System Operator shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the

System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6.

3.3.4 Scoping Meeting.

Within ten (10) Business Days after receipt of a valid Interconnection Request, System Operator shall establish a date agreeable to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, for a Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be (i) to discuss the estimated timeline for completing all applicable Interconnection Studies, and alternative interconnection options, (ii) to exchange pertinent information including any transmission data that would reasonably be expected to impact such interconnection options, (iii) to analyze such information, (iv) to determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. If a PSC [ADAD](#) model is required, the Parties shall discuss this at the Scoping Meeting.

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall notify the System Operator, in writing, (i) whether it wants the Interconnection Feasibility Study to be completed as a separate and distinct study or as part of the Interconnection System Impact Study; and (ii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.4 OASIS Posting.

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Initial Synchronization Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNR Interconnection Service or NR Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an LGIA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted LGIA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Large Generating Facility's Initial Synchronization Date.

3.5 Coordination with Affected Systems.

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this LGIP. The System Operator will include such Affected Parties in all meetings held with the Interconnection Customer as required by this LGIP. The Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies).

The System Operator shall seek the cooperation of all Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Party(ies).

3.6 Withdrawal.

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, if the Interconnection Customer wishes to dispute the withdrawal notice, the Interconnection Customer shall have fifteen (15) Business Days, unless otherwise provided elsewhere in this LGIP, in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same. Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate the Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to System Operator's receipt of notice described above. The Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

The System Operator shall update the OASIS Queue Position posting. Except as otherwise provided elsewhere in this LGIP, the System Operator and the Interconnecting Transmission Owner shall arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to the Interconnection Customer any

amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

SECTION 4. QUEUE POSITION.

4.1 General.

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.3.3, then System Operator shall assign Interconnection Customer a Queue Position based on the date the application form was originally filed. A Material Modification pursuant to Section 4.4.2 shall be treated in accordance with Section 4.4.

Except as otherwise provided in this Section 4.4.1, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which [Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service Requests](#) will be included in the CNR Group Study; and (iii) the cost responsibility for the facilities and upgrades necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued.

~~Where a CNR Interconnection Request with a lower Queue Position submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Request with a higher Queue Position does not submit a New Capacity Show of Interest Form for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Request with the higher Queue Position. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for Capacity Network Resource Interconnection Service that have submitted a~~

~~New Capacity Show of Interest Form during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities, in accordance with Section 3.2.3. Participation in a CNR Group Study shall be a prerequisite for a Generating Facility seeking to qualify as a New Generating Capacity Resource under Section III.13.1 of the Tariff to obtain CNR Interconnection Service.~~

~~An Interconnection Customer with a CNR Interconnection Request for a Generating Facility that is treated as a Conditional Qualified New Generating Capacity Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Request having a higher Queue Position if the Conditional Qualified New Generating Capacity Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.~~

~~An Interconnection Customer with a lower queued CNR Interconnection Request for a Large Generating Facility that has achieved Commercial Operation and obtained a Capacity Supply Obligation through a Forward Capacity Auction may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation through a Forward Capacity Auction. In such circumstance, Appendix A to the LGIA for the lower queued CNR Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation. System Operator may allocate the cost of the common upgrades for clustered Interconnection Requests, pursuant to Section 4.2, without regard to Queue Position.~~

4.1.1 Order of Interconnection Requests in the CNR Group Study

Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a

lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection

Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Appendix A to the Interconnection Agreement for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

4.2 Clustering.

At the System Operator's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

Clustering shall be implemented on the basis of Queue Position. If the System Operator elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together. The deadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a Queue Cluster Window shall be in accordance with Section 7.4, for all Interconnection Requests assigned to the same Queue Cluster Window. The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on System Operator's OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

Clustering Interconnection System Impact Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the New England Transmission System's capabilities at the time of each study. The System Operator may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large Generating Facility.

4.3 Transferability of Queue Position.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

4.4 Modifications.

The Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1 or 4.4.4, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party of such modifications.

A request to: (1) increase the energy capability or capacity capability output of a Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to Section 5.2 of this LGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis. Notwithstanding the foregoing, ~~in the circumstance in which the~~ an Interconnection Customer with an Interconnection Request for CNR Interconnection Service has until the seeking New Generating Capacity Resource treatment for its Generating Facility (pursuant to Section III.13.1 of the Tariff) has offered into a Forward Capacity Auction the full megawatt amount for which the CNR Interconnection Service was requested in the original Interconnection Request (or as that amount has been modified in accordance with Section 4.4.1(a)), but the entire amount did not clear in that Auction, no new Interconnection Request will be required if the Interconnection Customer seeks to offer the uncleared amount in a subsequent Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years (or the years agreed to pursuant to Section 3.3.1 or Section 4.4.5) from the date of the original

Interconnection Request [for CNR Interconnection Service to clear the entire megawatt amount for which CNR Interconnection Service was requested. A new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions.](#)

During the course of the Interconnection Studies, either the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and the Interconnecting Transmission Owner shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to System Operator, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration.

4.4.2 Prior to making any modification other than those specifically permitted by Sections 4.4.1 and 4.4.4, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at the Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.3 Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4, the System Operator in consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission Owner, or Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

4.4.4 Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator.

4.4.5 Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection Request relates or any extension of a duration that results in the Initial Synchronization Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless the Interconnection Customer demonstrates to the System Operator due diligence, including At-Risk Expenditures, in pursuit of permitting, licensing and construction of the Large Generating Facility to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by the Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress or documentation acceptable to the System Operator showing At-Risk Expenditure made previously, including the previous four (4) months. If the evidence demonstrates that the Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. The Interconnection Customer may then

withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

SECTION 5. PROCEDURES FOR TRANSITION.

5.1 Queue Position for Pending Requests.

5.1.1 Any Interconnection Customer assigned a Queue Position prior to February 1, 2009, shall retain that Queue Position subject to Section 4.4 of the LGIP.

5.1.1.1 If an Interconnection Study Agreement has not been executed prior to February 1, 2009, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this LGIP in effect on February 1, 2009 (or as revised thereafter).

5.1.1.2 If an Interconnection Study Agreement has been executed prior to February 1, 2009, such Interconnection Study shall be completed in accordance with the terms of such agreement

5.1.2 Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an LGIA has neither been executed nor submitted to the Commission for approval prior to February 1, 2009), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the LGIP in effect as of February 1, 2009 (or as revised thereafter) within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term “outstanding Interconnection Request” herein shall mean any Interconnection Request, on February 1, 2009: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related LGIA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this LGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension, not to exceed sixty (60) Calendar Days, shall be granted by the System Operator to the extent consistent with the intent and process provided for under this LGIP.

5.1.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009.

An Interconnection Customer with an outstanding Interconnection Request will be eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer's one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth Forward Capacity Auction. The Interconnection Customer's one-time election may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5.

Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Interconnection Customers requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction – the prompt or near-term auction – pursuant to Sections 6.3 or 7.3, whichever is applicable.

5.2 Grandfathering.

5.2.1 An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this LGIP. If the Generating Facility does not meet the criteria set forth in Section 5.2.3 of this LGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 5.1.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the LGIA in Appendix 6 of this LGIP.

5.2.2 An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain

the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 4.4 of this LGIP.

5.2.3 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this LGIP, up to the CNR Capability of the resource. The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

- (a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).
- (b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).
- (c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 5.2.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the closing deadline of the Show of Interest Submission Window in accordance with Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

5.2.4 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Service, in accordance with this LGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 5.2.3.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

5.3 New System Operator or Interconnecting Transmission Owner.

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection Customer, as appropriate. The System Operator shall coordinate with the

successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft LGIA to the Interconnection Customer but the Interconnection Customer has not either executed the LGIA or requested the filing of an unexecuted LGIA with the Commission, unless otherwise provided, the Interconnection Customer must complete negotiations with the successor transmission owner.

SECTION 6. INTERCONNECTION FEASIBILITY STUDY.

6.1 Interconnection Feasibility Study Agreement.

The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study under this Section 6, or as part of the Interconnection System Impact Study under Section 7. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the System Operator's and Interconnecting Transmission Owner's receipt from the Interconnection Customer of its designation of the Point(s) of Interconnection and of the type of study to be performed pursuant to Section 3.3.4, System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than thirty (30) Calendar Days after its receipt of the Interconnection Feasibility Study Agreement, (a) the Interconnection Customer shall execute and deliver the agreement to System Operator and the Interconnecting Transmission Owner, (b) the Interconnection Customer shall also

deliver the refundable deposit for the Interconnection Feasibility Study to the System Operator, and (c) the technical data called for in Appendix 1, Attachment B. The deposit for the study shall be 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold any amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection Feasibility Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment B. If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection Feasibility Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection Feasibility Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection Feasibility Study Agreement or deposit.

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to the Parties, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that

one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

6.2 Scope of Interconnection Feasibility Study.

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study does not require detailed model development.

The Interconnection Feasibility Study will consider the base case as well as all generating facilities [and Elective Transmission Upgrades](#) (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System [and may have an impact on the Interconnection Request](#); and (iv) have no Queue Position but have executed an [LGIA-Interconnection Agreement](#) or requested that an unexecuted [LGIA-Interconnection Agreement](#) be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities, and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct [the Interconnection Facilities and Network Upgrades](#); (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work [for Interconnection Facilities and Network Upgrades](#). To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.3 Interconnection Feasibility Study Procedures.

The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 6.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator with input from the Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow and short circuit databases for the Interconnection Feasibility Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

6.3.1 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

6.4 Re-Study.

If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-designation of the Point of Interconnection pursuant to Section 6.1, (iv) a re-assessment of the upgrade responsibilities of an [Elective Transmission Upgrade associated with an Import Capacity Resource\(s\) or a Generating](#)

Facility after [the Import Capacity Resource\(s\) or the Generating Facility#](#) receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take not longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement.

The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

SECTION 7. INTERCONNECTION SYSTEM IMPACT STUDY.

7.1 Interconnection System Impact Study Agreement.

If the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the Interconnection Feasibility Study results meeting, or subsequent to the Scoping Meeting within five (5) Business Days following the receipt of designation of the Point(s) of Interconnection and type of study to be performed pursuant to Section 3.3.4, if the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact

Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA.

7.2 Execution of Interconnection System Impact Study Agreement.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after its receipt along with a demonstration of Site Control and the technical data called for in Appendix 1, Attachment A, and the Interconnection Customer shall also deliver simultaneously a refundable deposit. An Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The deposit for the study shall be: (i) the greater of 100 percent of the estimated cost of the study or \$250,000; or (ii) the lower of 100 percent of the estimated costs of the study or \$50,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request or written certification that Major Permits are not required, or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money described in (i) above; or (iii) the lower of 100 percent of the estimated costs of the study or \$50,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the LGIA. If the Interconnection Customer elects the deposit described in (ii) above, the System Operator and the

Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection System Impact Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A; provided that if a PSCAD model was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting or the Interconnection Feasibility Study, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to each Party, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement or Interconnection System Impact Study depending on whether Interconnection Customer requested that the Interconnection Feasibility Study be completed as a separate and distinct study or as part of the Interconnection System Impact Study, as specified pursuant to Section 3.3.4, shall be the substitute.

7.3 Scope of Interconnection System Impact Study.

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the base case as well as all generating facilities [and Elective Transmission Upgrades](#) (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System [and may have an impact on the Interconnection Request](#); and (iv) have no Queue Position but have executed an [Interconnection Agreement LGIA](#) or requested that an unexecuted [Interconnection Agreement LGIA](#) be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request ~~that elected to waive the Interconnection Feasibility Study~~ may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be

necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

7.4 Interconnection System Impact Study Procedures.

The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 7.2. If System Operator or Interconnecting Transmission Owner uses Clustering, the System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within ninety (90) Calendar Days after the close of the Queue Cluster Window.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

7.5 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study.

Within five (5) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the LGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

7.6 Re-Study.

If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) re-designation of the Point of Interconnection pursuant to Section 7.2, (iv) a re-assessment of the upgrade responsibilities of an [Elective Transmission Upgrade associated with an Import Capacity Resource\(s\) or a Generating Facility after the Import Capacity Resource\(s\) or the Generating Facility](#) receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing.

Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

7.7 Operational Readiness.

The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are or reviewed, as deemed appropriate by the System Operator, and to developed or updated procedures to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

SECTION 8. INTERCONNECTION FACILITIES STUDY.

8.1 Interconnection Facilities Study Agreement.

The Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that the Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an LGIA in accordance with the requirements specified in Section 11.

If the Interconnection Customer waives the Interconnection Facilities Study, the Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Interconnection Facilities Study as described in Section 8.2 below.

The System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer.

The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. Within three (3) Business Days following the Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with the required technical data and the refundable deposit for the Interconnection Facilities Study. In accordance with Section 8.3, the Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be either: (i) the greater of twenty-five percent of the estimated cost of the study or \$250,000; or (ii) the greater of 100 percent of one month's estimated study cost or \$100,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2 of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money in (i) above, not including the same At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable; or (iii) the greater of 100 percent of one month's estimated study cost or \$100,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the

Interconnection Facilities Study, the study agreement and its attachment(s) and the LGIA. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by the Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

8.3 Interconnection Facilities Study Procedures.

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety

(90) Calendar Days, with no more than a +/- 20 percent good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if the Interconnection Customer requests a +/- 10 percent good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or

confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

8.4 Meeting with Parties.

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

8.5 Re-Study.

If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-assessment of the upgrade responsibilities of [an Elective Transmission Upgrade associated with an Import Capacity Resource\(s\) or a Generating Facility](#) after [the Import Capacity Resource\(s\) or the Generating Facility](#) receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall ~~so~~ notify ~~The~~ [the](#) Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

SECTION 9. ENGINEERING & PROCUREMENT (“E&P”) AGREEMENT.

Prior to executing an LGIA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party shall offer the Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party shall not be obligated to offer an E&P Agreement if the Interconnection Customer is in Dispute Resolution as a result of an allegation that the Interconnection Customer has failed

to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or Initial Synchronization Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If the Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, the Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party shall refund the Interconnection Customer any amounts paid by the Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to the Interconnection Customer, in which event the Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

SECTION 10. OPTIONAL INTERCONNECTION STUDY.

10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study report and no later than five (5) Business Days after the study results meeting to review the report, the Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that the Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify the Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

10.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required

to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

10.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of the Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

10.4 Meeting with Parties.

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner,

Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.

If the LGIA for a Large Generating Facility is based on the results of an Optional Interconnection Study, the LGIA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

SECTION 11. STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA).

11.1 Tender.

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that the Interconnection Customer has no comments on the draft Interconnection Facilities Study report or on the draft Interconnection System Impact Study report if the Interconnection Customer waived the Interconnection Facilities Study, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the LGIA, the System Operator shall initiate the development of the LGIA process within fifteen (15) Calendar Days after the comments are submitted or waived, by tendering to the Interconnection Customer a draft LGIA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft LGIA shall be in the form of the System Operator's Commission-approved standard form LGIA which is in Appendix 6 to Schedule 22. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form of LGIA, including the appendices, in Appendix 6 of Schedule 22 that the Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator.

11.2 Negotiation.

Notwithstanding Section 11.1, at the request of the Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with the Interconnection Customer concerning the appendices to the LGIA at any time after the Interconnection Facilities Study is complete or after the Interconnection System Impact Study is complete if the Interconnection Customer intends to waive the Interconnection Facilities Study. The System Operator, Interconnection Customer, and

Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft LGIA pursuant to Section 11. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 and request submission of the unexecuted LGIA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of by the System Operator of the draft LGIA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer a final LGIA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of LGIA.

11.3.1 Evidence to be Provided by Interconnection Customer.

11.3.1.1 Site Control. Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer shall provide (A) to the System Operator, reasonable evidence of continued Site Control, or (B) to the Interconnecting Transmission Owner, posting of \$250,000, non-refundable additional security, which shall be applied toward future construction costs. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property.

11.3.1.2 Development Milestones. Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, to be elected by the Interconnection Customer, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of

cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; (v) application for an air, water, or land use permit.

At the same time, the Interconnection Customer shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement and either: (A) provide evidence of approvals for all Major Permits, as defined in Section III.13.1.1.2.2(a) of the Tariff, or (B) provide a refundable deposit to the Interconnecting Transmission Owner, at execution of the LGIA, of 20 percent of the total costs for the Interconnection Facilities and other upgrades identified in the Interconnection Studies or an E&P Agreement, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than 20 percent of the total upgrade costs, in which case the scheduled initial payment must instead be made at time of LGIA execution. If the Interconnection Customer selects option (B) above, it shall also commit in the LGIA to the achievement of: (i) milestones for the completion of Major Permit approvals, and (ii) in the case of a CNR Interconnection Request, milestones to align the LGIA with the fulfillment of terms outlined in Section III.13 of the Tariff for participation in the Forward Capacity Market.

11.3.2 Execution and Filing of LGIA. Within fifteen (15) Business Days after receipt of the final LGIA, (i) the Interconnection Customer and Interconnecting Transmission Owner shall ~~either: (i) execute three (3) originals of the tendered LGIA and return one-them to the System Operator, who will send an original and one to ~~the~~ Interconnecting Transmission Owner and Interconnection Customer; or (ii) the Interconnection Customer shall~~ request in writing that the System Operator and ~~the~~ Interconnecting Transmission Owner jointly file with the Commission an LGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered LGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the LGIA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to the Interconnection Customer under the LGIA. An unexecuted LGIA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties

agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted LGIA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 22, the LGIA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and the Interconnection Customer. If Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific LGIA, or any amendments to such an LGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of LGIA in Appendix 6 or cannot otherwise agree to the terms and conditions of the LGIA for such Large Generating Unit, or any amendments to such an LGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

11.3.3 The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this LGIP and the standard form of LGIA in Appendix 6 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or the Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the LGIA, subject to modification by the Commission. Upon submission of an unexecuted

LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted LGIA, subject to modification by the Commission.

SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.

12.1 Schedule.

The Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

12.2 Construction Sequencing.

12.2.1 General. In general, the Initial Synchronization Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer. An Interconnection Customer with an executed or unexecuted, but filed with the Commission, LGIA, in order to maintain its Initial Synchronization Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Initial Synchronization Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades

shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party has not refunded to the Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA.

12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator. An Interconnection Customer with an LGIA, in order to maintain its Initial Synchronization Date, may request that Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Initial Synchronization Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party any associated expediting costs.

12.2.4 Amended Interconnection System Impact Study. An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested Initial Synchronization Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested Initial Synchronization Date. The LGIA will also be amended to reflect the results of the Amended Interconnection System Impact Study and any changes in obligations, including financial support, of the Parties.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development,

business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

13.1.2 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information

to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there

would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the LGIP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the LGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

13.1.9 Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s(ies’) Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information

described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

13.1.11 The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

The System Operator and Interconnecting Transmission Owner, or any Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this LGIP. The Party using the services of a subcontractor shall remain primarily liable to the Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this LGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

13.3 Obligation for Study Costs.

The System Operator and the Interconnecting Transmission Owner shall charge, and the Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. The System Operator and Interconnecting Transmission Owner shall not be obligated to perform or continue to perform any studies unless the Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.3 that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests.

In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, the Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon the Interconnection Customer's request subject to the confidentiality provision in Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information.

In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this LGIP, Article 26 of the LGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting

Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission. In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the LGIA, the LGIP, or their performance, such Party (the “Disputing Party”) shall provide the other Party(ies) with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party’s(ies’) receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the LGIA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the LGIP, the System Operator may terminate the Interconnection Request and the Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 22.

13.5.2 External Arbitration Procedures. Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration

(except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

13.5.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and LGIP and shall have no power to modify or change any provision of the LGIA and LGIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

13.5.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

13.6 Local Furnishing Bonds.

13.6.1 Facilities Financed by Local Furnishing Bonds. This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code (“local furnishing bonds”). Notwithstanding any other provision of this LGIA and LGIP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to the Interconnection Customer pursuant to this LGIA and LGIP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner’s facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service. If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by the Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. The Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

APPENDICES TO LGIP

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 6 LARGE GENERATOR INTERCONNECTION AGREEMENT

APPENDIX 1
INTERCONNECTION REQUEST

The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility to the Administered Transmission System under Schedule 22 - Large Generator Interconnection Procedures (“LGIP”) of the ISO New England Inc. Open Access Transmission Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

PROJECT INFORMATION

Proposed Project Name: _____

1. This Interconnection Request is for (check one):

- _____ A proposed new Large Generating Facility
- _____ An increase in the generating capacity or a modification that has the potential to be a Material Modification of an existing Generating Facility
- _____ Commencement of participation in the wholesale markets by an existing Generating Facility
- _____ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service

2. The types of Interconnection Service requested:

- _____ Network Resource Interconnection Service (energy capability only)
- _____ Capacity Network Resource Interconnection Service (energy capability and capacity capability)

If Capacity Network Resource Interconnection Service, does Interconnection Customer request Long Lead Facility treatment? Check: ___ Yes or ___ No

If yes, provide, together with this Interconnection Request, the Long Lead Facility deposit and other required information as specified in Section 3.2.3 of the LGIP, including (if the Large Generating Facility will be less than 100 MW) a justification for Long Lead Facility treatment.

3. This Interconnection Customer requests (check one, selection is not required as part of the initial Interconnection Request):

- A Feasibility Study to be completed as a separate and distinct study
 - A System Impact Study with the Feasibility Study to be performed as the first step of the study
- (The Interconnection Customer shall select either option and may revise any earlier selection up to within five (5) Business Days following the Scoping Meeting.)

4. The Interconnection Customer shall provide the following information:

Address or Location of the Facility (including Town/City, County and State):

Approximate location of the proposed Point of Interconnection (information is not required as part of the initial Interconnection Request):

Type of Generating Facility to be Constructed: _____

Generating Facility Fuel Type:

Generating Facility Capacity (MW):

	Maximum Net MW Electrical Output	Maximum Gross MW Electrical Output
At or above 90 degrees F		
At or above 50 degrees F		
At or above 20 degrees F		
At or above 0 degrees F		

General description of the equipment configuration (# of units and GSUs):

Requested Commercial Operations Date:

Requested Initial Synchronization Date:

Requested In Service Date:

Evidence of Site Control (check one):

_____ **If for Capacity Network Resource Interconnection Service, Site Control is provided herewith, as required.**

_____ **If for Network Resource Interconnection Service: (Check one)**

___ **Is provided herewith**

___ **In lieu of evidence of Site Control, a \$10,000 deposit is provided herewith (refundable within the cure period as described in Section 3.3.3 of the LGIP).**

_____ **Site Control is not provided because the proposed modification is to the Interconnection Customer's existing Large Generating Facility and, by checking**

this option, the Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.

The technical data specified within the applicable attachment to this form (check one):

- Is included with the submittal of this Interconnection Request form**
- Will be provided on or before the execution and return of the Feasibility Study Agreement (Attachment B) or the System Impact Study Agreement (Attachment A), as applicable**

The ISO will post the Project Information on the ISO web site under “New Interconnections” and OASIS.

CUSTOMER INFORMATION

Company Name: _____

ISO Customer ID# (If available): _____

(Interconnection Customer)

Company Address: PO Box No.: _____

Street Address: _____

City, State ZIP: _____

Company Representative: Name: _____

Title: _____

Company Representative’s Company and Address (if different from above):

Company Name: _____

PO Box No.: _____

Street Address: _____

City, State ZIP: _____

Phone: _____ **FAX:** _____ **email:** _____

This Interconnection Request is submitted by:

Authorized Signature: _____

Name (type or print): _____

Title: _____

Date: _____

In order for an Interconnection Request to be considered a valid request, it must:

- (a) Be accompanied by a deposit of \$50,000.00, which may be refundable in accordance with Section 3.3.1 of the LGIP;*
- (b) For Capacity Network Resource Interconnection Service, include documentation demonstrating Site Control. If for Network Resource Interconnection Service, demonstrate Site Control or post an additional deposit of \$10,000.00. If the Interconnection Customer with an Interconnection Request for Network Resource Interconnection Service demonstrates Site Control within the cure period specified in Section 3.3.1 of the LGIP, the additional deposit of \$10,000.00 shall be refundable (An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing Large Generating Facility where the Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property);*
- (c) Include a detailed map (2 copies), such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures; and*
- (d) Include all information required on the Interconnection Request form; and*
- (e) Include the deposit and all information required for Long Lead Facility treatment, if such treatment is requested in accordance with Section 3.2.3 of the LGIP.*

The technical data required below must be submitted no later than the date of execution of the System Impact Study Agreement pursuant to Section 7.2 of the LGIP.

LARGE GENERATING FACILITY DATA

UNIT RATINGS

Kva	°F	Voltage
Power Factor		
Speed (RPM)		Connection (e.g. Wye) _____
Short Circuit Ratio		Frequency, Hertz _____
Stator Amperes at Rated Kva		Field Volts _____
Max Turbine MW	°F	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 90° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW) _____	Gross Leading (MVAR)
Station Service (MW) _____	Station Service (MVAR)
<u>Temperature (°F)</u>	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 20° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 0° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H	=	kW sec/kVA
Moment-of-Inertia, WR ²	=	lb. ft. ²

REACTANCE DATA (PER UNIT-RATED KVA)

	DIRECT AXIS	QUADRATURE AXIS
Synchronous – saturated	X _{dv}	X _{qv}
Synchronous – unsaturated	X _{di}	X _{qi}
Transient – saturated	X' _{dv}	X' _{qv}
Transient – unsaturated	X' _{di}	X' _{qi}
Subtransient – saturated	X'' _{dv}	X'' _{qv}
Subtransient – unsaturated	X'' _{di}	X'' _{qi}
Negative Sequence – saturated	X _{2v}	
Negative Sequence – unsaturated	X _{2i}	
Zero Sequence – saturated	X _{0v}	
Zero Sequence – unsaturated	X _{0i}	
Leakage Reactance	X _{lm}	

FIELD TIME CONSTANT DATA (SEC)

Open Circuit	T'qo	T'do
Three-Phase Short Circuit Transient	T'd3	T'q
Line to Line Short Circuit Transient	T'd2	
Line to Neutral Short Circuit Transient	T'd1	
Short Circuit Subtransient	T''d	T''q
Open Circuit Subtransient	T''do	T''qo

ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	Ta3
Line to Line Short Circuit	Ta2
Line to Neutral Short Circuit	Ta1

NOTE: If requested information is not applicable, indicate by marking "N/A."

Attachment A (page 4)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

MW CAPABILITY AND PLANT CONFIGURATION

LARGE GENERATING FACILITY DATA

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive	R1		
Negative	R2		
Zero	R0		
Rotor Short Time Thermal Capacity I^2t	=		
Field Current at Rated kVA, Armature Voltage and PF	=	amps	
Field Current at Rated kVA and Armature Voltage, 0 PF		amps	
Three Phase Armature Winding Capacitance	=	microfarad	
Field Winding Resistance	=	ohms	°C
Armature Winding Resistance (Per Phase)	=	ohms	°C

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity	Self-cooled/Maximum Nameplate	/	Kva
Voltage Ratio	Generator side/System side/Tertiary	/	kV
Winding Connections	Generator side/System Side/Tertiary (Delta or Wye)		
		/	

Fixed Taps Available

Present Tap Setting

IMPEDANCE

Positive	Z1 (on self-cooled kVA rating)	%	X/R
Zero	Z0 (on self-cooled kVA rating)	%	X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (“PSS”) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

WIND GENERATORS

Number of generators to be interconnected pursuant to

this Interconnection Request: _____

Elevation: _____ Single Phase _____ Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable set points for the protective equipment or software:

For all generator types: A completed fully functioning, non-proprietary or non-confidential Siemens PTI’s (“PSSE”) power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow (“PSLF”) data sheet , must be supplied with this Attachment A. If additional non-proprietary or non-confidential data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

A PSCAD model shall be provided pursuant to Section 7.2 of the LGIP if deemed required at the Scoping Meeting.

Attachment A (page 7)
To Appendix 1
Interconnection Request
Technical Data Required For
Interconnection System Impact Study

INDUCTION GENERATORS:

- (*) Field Volts:
- (*) Field Amperes:
- (*) Motoring Power (kW):
- (*) Neutral Grounding Resistor (If Applicable):
- (*) I_2^2t or K (Heating Time Constant):
- (*) Rotor Resistance:
- (*) Stator Resistance:
- (*) Stator Reactance:
- (*) Rotor Reactance:
- (*) Magnetizing Reactance:
- (*) Short Circuit Reactance:
- (*) Exciting Current:
- (*) Temperature Rise:
- (*) Frame Size:
- (*) Design Letter:
- (*) Reactive Power Required In Vars (No Load):
- (*) Reactive Power Required In Vars (Full Load):
- (*) Total Rotating Inertia, H: Per Unit on KVA Base

Note: Please consult System Operator prior to submitting the Interconnection Request to determine if the information designated by (*) is required.

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

Attachment B (page 1)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection Feasibility Study

The technical data required below must be submitted no later than the date of execution of the Feasibility Study Agreement pursuant to Section 6.1 of the LGIP.

LARGE GENERATING FACILITY DATA

UNIT RATING

kVA	°F	Phase to Phase Voltage, kV
Rated Power Factor		
Speed (RPM)		Connection (e.g. Wye) _____
Short Circuit Ratio		Frequency, Hertz _____
Stator Amperes at Rated, kVA		Field Volts _____
Max Turbine MW	°F	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50°F OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

DATA (PER UNIT-RATED KVA AND RATED VOLTAGE)

Saturated Reactance

Direct axis positive sequence	X''_{dv}	
negative sequence	X''_{2v}	_____
zero sequence	X''_{0v}	

Resistance

Generator AC resistance R_a		_____
negative sequence R_2		_____
zero sequence R_0		_____

Time Constant (seconds)

Three-phase short circuit armature time constant T_{a3} _____

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity	Self-cooled/Maximum Nameplate / kVA
Voltage Ratio	Generator side/System side/Tertiary / kV
Winding Connections (Delta or Wye)	Generator side/system side /Tertiary /
Fixed Taps Available	
Present Tap Setting	

IMPEDANCE

For 2-Winding Transformers

Positive	Z1 (on self-cooled kVA rating)	%	X/R
Zero	Z0 (on self-cooled kVA rating)	%	X/R

IMPEDANCE
For 3-winding transformers

Positive $Z1_{H-L}$ (on self-cooled kVA rating) _____ %, X/R _____
 $Z1_{H-T}$ (on self-cooled kVA rating) _____ %, X/R _____
 $Z1_{L-T}$ (on self-cooled kVA rating) _____ %, X/R _____
Zero $Z0_{H-L}$ (on self-cooled kVA rating) _____ %, X/R _____
 $Z0_{H-T}$ (on self-cooled kVA rating) _____ %, X/R _____
 $Z0_{L-T}$ (on self-cooled kVA rating) _____ %, X/R _____

FEEDER IMPEDANCE (Per Unit)
From GSU to Point of Interconnection

Positive $R1$ _____ + j $X1$ _____ on 100 MVA base
Zero $R0$ _____ + j $X0$ _____ on 100 MVA base

WIND GENERATORS

Number of generators to be interconnected pursuant to this Interconnection Request: _____

Elevation: _____ Single Phase _____ Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

Attachment B (page 4)
To Appendix 1
Interconnection Request
Technical Data Required For
Interconnection Feasibility Study

For all generator types: A completed fully functioning, non-proprietary or non-confidential Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet, must be supplied with this Attachment B. If additional non-proprietary or non-confidential data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment B to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

APPENDIX 2
INTERCONNECTION FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures (“LGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

- 2.0 Interconnection Customer elects and System Operator shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in Attachment B to the Interconnection Request, as may be modified as the result of the Scoping Meeting. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.
- 5.0 The Interconnection Feasibility Study report shall provide the following information:
- preliminary identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - preliminary identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
 - initial review of grounding requirements and electric system protection;
 - preliminary description and non-binding estimated cost of [and the time to construct the](#) facilities required to interconnect the Large Generating Facility to the New England Transmission System and to address the identified short circuit and power flow issues; and
 - to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

In accordance with the LGIP, in performing the Interconnection Feasibility Study, System Operator and Interconnecting Transmission Owner shall coordinate with each other and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

- 6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study and the development of this Interconnection Feasibility Study Agreement and its attachment(s). Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection Feasibility Study Agreement is [insert date].

The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____. Any difference between the deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Feasibility Study System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.

Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

- 7.0 Miscellaneous.

- 7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System

Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or an Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or an Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case

of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations

hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on _____:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 3

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System;

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study (the “Feasibility Study”) and provided the results of said study to the Interconnection Customer, or Interconnection Customer has requested that the Feasibility Study be completed as part of the System Impact Study pursuant to Section 6.1 of the LGIP, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”)(This recital is to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study); and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection System Impact Study to assess the impact of interconnecting the Large Generating Facility to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedure (“LGIP”).
- 2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study consistent with Section 7.0 of the LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, and the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Interconnection System Impact Study report shall provide the following information:
 - identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
 - initial review of grounding requirements and electric system protection;
 - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;

- description and non-binding, good faith estimated cost of [and the time to construct the](#) facilities required to interconnect the Large Generating Facility to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.4 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.0 The Interconnection Customer is providing herewith a deposit equal to:

- i. the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or \$250,000;
or
- ii. the lower of 100 percent of the estimated cost of the Interconnection System Impact Study or \$50,000, if the Interconnection Customer is providing herewith either:
 - (a) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or
 - (b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding study costs) totaling at least the amounts of money described in (i) above.or
- iii the lower of 100 percent of the estimated costs of the study or \$50,000 if the Interconnection Request is for a modification to an existing Large

Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study and the development of this Interconnection System Impact Study Agreement and its attachment(s) and the LGIA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date].

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____.

Any difference between the deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the LGIP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

7.0 Miscellaneous.

- 7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 7.3 Force Majeure, Liability and Indemnification.
- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to

perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting

Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 4
INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated ; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection System Impact Study (the “System Impact Study”) and provided the results of said study to the Interconnection Customer; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures (“LGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the LGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Large Generating Facility to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 The Interconnection Customer is providing herewith a deposit equal to:
 - i. the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$250,000;
or
 - ii. the greater of 100 percent of the estimated monthly cost of the Interconnection Facilities Study Agreement or \$100,000, if the Interconnection Customer can provide either:
 - (a) evidence of application for all Major Permits, as defined in Section III.13.1.1.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or

(b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amount of the money in (i) above, not including the At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable.

or

iii. the greater of 100 percent of one month's estimated study cost or \$100,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the LGIA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____.

Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the LGIP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected

Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

6.3 Force Majeure, Liability and Indemnification.

- 6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.
- 6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any

incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE
INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

- +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.
- +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER
WITH THE
INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing New England Transmission System station. Number of generation connections:

On the one line indicate the generation capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s Large Generating Facility?

What protocol does the control system or PLC use?

Attachment B (page 2)
Appendix 4
Interconnection Facilities
Study Agreement

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the Large Generating Facility in Interconnecting Transmission Owner's service area?

Yes _____ No _____ Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Generator step-up transformer Date:

Receives back feed power Date

Generation Testing Date:

Commercial Operation Date:

APPENDIX 5
OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

WHEREAS, Interconnection Customer has submitted to System Operator an Interconnection Request; and

WHEREAS, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection

Procedures (“LGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

- 2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the LGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.
In accordance with the LGIP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.
- 6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System Operator’s good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$_____ which is comprised of the System Operator’s estimated cost of \$_____ and the Interconnecting Transmission Owner’s estimated cost of \$_____.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.
- 7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner

or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in,

or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.
- 7.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 **Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

Attachment A
Appendix 5
Optional Interconnection
Study Agreement

**ASSUMPTIONS USED IN CONDUCTING
THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the LGIP.]

APPENDIX 6
LARGE GENERATOR INTERCONNECTION
AGREEMENT

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THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

(“Agreement”) is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnection Customer” with a Large Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnecting Transmission Owner”). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, System Operator is the central dispatching agency provided for under the Transmission Operating Agreement (“TOA”) which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

WHEREAS, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and

WHEREAS, System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the generator interconnection process provided for in Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England [Transmission System Control Area](#).

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

At-Risk Expenditure shall mean money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case shall have the meaning specified in Section 2.3 of the Large Generator Interconnection Procedures (“LGIP”).

Base Case Data shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect [a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service](#) in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the [Generating Facility](#)

[seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade](#)
[seeking Capacity Network Import Interconnection Service](#)~~Generating Facility~~, and in a manner that ensures intra-zonal deliverability by avoidance of the redispach of other Capacity Network Resources [or Elective Transmission Upgrades with Capacity Network Import Interconnection Service](#), as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3. CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Large Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall

be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect

Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Engineering & Procurement ("E&P") Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq.*

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

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner shall mean a Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnecting Transmission Owner's Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of

Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under the Standard Large Generator Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request (a) shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of an existing Generating Facility; (iii) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (iv) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public

Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service shall mean the service provided by System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more than 20 MW.

Long Lead Time ~~Generating~~ Facility (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource~~CNR~~ Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff.~~Section 3.2.3 of the LGIP.~~

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party’s performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

Material Modification shall mean (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on

the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; or (iv) except as provided in Section 3.2.3.4 of the LGIP, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6 of the LGIP, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard ("NC Interconnection Standard") shall mean the [minimum](#) criteria required to permit the Interconnection Customer to interconnect [a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#) in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility [seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#), as detailed in the ISO New England Planning Procedures.

Network Resource ("NR") shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability ("NR Capability") shall mean the maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 5.2.4.

Network Resource Interconnection Service (“NR Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Large Generating Facility to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Customer’s Interconnection Facilities connect to Interconnecting Transmission Owner’s Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and

time of receipt of such request by the System Operator. Requests are comprised of [Interconnection interconnection Requests](#)~~requests~~ ~~requests~~ for [Generating Facilities](#), Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. ~~For~~ [purposes of this LGIA,](#) ~~r~~References to a “higher-queued” Interconnection Request shall mean one that has been received by the System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property [or holds an easement](#) for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold [or other contractual](#) interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or [a leasehold interest in the real](#) property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, [acquire an easement, a license](#) or [a leasehold interest in](#) the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting

Transmission Owner, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Standard Large Generator Interconnection Agreement (“LGIA”) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

Standard Large Generator Interconnection Procedures (“LGIP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This LGIA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner, shall promptly and jointly file this LGIA with the Commission upon execution in accordance with Section 11.3 of the LGIP and Article 3.1, if required.

2.2 Term of Agreement. This LGIA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of _____ years from the Effective

Date (*term to be specified in individual Agreement, but in no case should the term be less than ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request*) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by the Interconnection Customer, subject to continuing obligations of this LGIA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after a Generating Facility retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this LGIA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. Each Party may terminate this LGIA in accordance with Article 17. Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this LGIA, which notice has been accepted for filing by the Commission. Termination of the LGIA shall not supersede or alter any requirements for deactivation or retirement of a generating unit under ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

2.4 Termination Costs. If a Party elects to terminate this LGIA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this LGIA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by the Commission:

- 2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this LGIA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.
- If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.
- 2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection

Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection. Upon termination of this LGIA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival. This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The System Operator and Interconnecting Transmission Owner shall jointly file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the LGIP. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type(s) of Interconnection Service:

Check: NR for NR Interconnection Service (NR Capability Only)

CNR for CNR Interconnection Service (CNR Capability and NR Capability)

4.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service).

4.1.1.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which all other Capacity Network Resources are interconnected under the CNR Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a Capacity Network Resource, to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

4.1.2 Network Resource Interconnection Service (NR Interconnection Service).

4.1.2.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the NC Interconnection Standard. NC Interconnection Service allows the Interconnection Customer's Large Generating Facility to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the gross and net NR

Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of a Large Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, unless pursuant to a new Interconnection Request for CNR Interconnection Service.

- 4.2 Provision of Service.** System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the LGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.
- 4.4 No Transmission Delivery Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.
- 4.5 Transmission Delivery Service Implications.** CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of

transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Large Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Large Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Large Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Large Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Large Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Service Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Large Generating Facility has not been deemed to be retired, any future transmission service request for

delivery from the Large Generating Facility on the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource, and regardless of changes in ownership of the Large Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Large Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

4.6 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

**ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING,
PROCUREMENT, AND CONSTRUCTION**

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Initial Synchronization Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the LGIP; and select either Standard Option or Alternate Option set forth below for completion of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as set forth in Appendix A, and such dates and selected option shall be set forth in Appendix B (Milestones). In accordance with Section 8 of the LGIP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

5.1.1 Standard Option. The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.

If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. The System Operator, Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the LGIA. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3 (Option to Build), Interconnection Customer shall so notify Interconnecting Transmission Owner within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Interconnecting Transmission Owner is responsible for the

design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades pursuant to 5.1.1 (Standard Option).

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) the Interconnection Customer shall engineer, procure equipment, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Interconnecting Transmission Owner;
- (2) Interconnection Customer's engineering, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Interconnecting Transmission Owner would be subject in the engineering, procurement or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Interconnecting Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner a schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Interconnecting Transmission Owner;
- (5) at any time during construction, Interconnecting Transmission Owner shall have the right to gain unrestricted access to the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Interconnecting Transmission Owner, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) the Interconnection Customer shall indemnify the Interconnecting Transmission Owner for claims arising from the Interconnection Customer's construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 (Indemnity);

(8) the Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner;

(10) Interconnecting Transmission Owner shall approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Interconnecting Transmission Owner "as built" drawings, information, and any other documents that are reasonably required by Interconnecting Transmission Owner to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by Interconnecting Transmission Owner.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not

completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which the Interconnecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including,

but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. If a Power System Stabilizer is required to be installed on the Large Generating Facility for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative. The requirements of this paragraph shall not apply to non-synchronous power production equipment.

5.5 Equipment Procurement. If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

- 5.5.1** The Interconnecting Transmission Owner has completed the Facilities Study pursuant to the Facilities Study Agreement;
- 5.5.2** The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.5.3 The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.6 Construction Commencement. The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

5.6.3 The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.6.4 The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.7 Work Progress. The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the LGIP, will provide written notice to the

Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. System Operator and Interconnecting Transmission Owner shall permit Interconnection Customer to operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities ("ICIF"). Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.10.1 Large Generating Facility Specifications. Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner and comment on such

specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Interconnecting Transmission Owner's Review. Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facilities. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Interconnecting Transmission Owner's Interconnection Facilities Construction. The Interconnecting Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the Interconnection Customer the following "as-built" drawings, information and documents for the

Interconnecting Transmission Owner's Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this LGIA.

The System Operator will obtain operational control of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at the incremental cost to another Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Administered Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer's expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

- 5.14 Permits.** System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.
- 5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend at any time all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that

prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Interconnecting Transmission Owner required under this LGIA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Initial Synchronization Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the LGIP. Notwithstanding the extensions permitted under Section 4.4.5 of the LGIP, the three-year period shall in no way result in an extension of the In-Service Date, the Initial Synchronization Date or the Commercial Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this LGIA shall be deemed terminated.

5.17 Taxes.

5.17.1 Payments Not Taxable. The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting

Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation;

provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1). For this purpose, (i) Current Taxes shall be computed based on Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed

by discounting Interconnecting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and Interconnecting Transmission Owner retains ownership of the

Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up

basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this LGIA, Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this LGIA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due

and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this LGIA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party: (i) sufficient information regarding such modification so that the other Party(ies) may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the LGIP, except as provided under and pursuant to the LGIP.

In the case of Large Generating Facility or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Interconnecting Transmission Owner shall provide, within

thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Large Generating Facility to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 6.3 Right to Observe Testing.** Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.
- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Standards.** Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 7.4 Testing of Metering Equipment.** Interconnecting Transmission Owner shall inspect and test all Interconnecting Transmission Owner-owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the

measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnecting Transmission Owner shall adjust the measurements, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

- 7.5 Metering Data.** At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour ("MWh") per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour ("kwh") or MWh registers to be read at month's end shall be the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection. Instantaneous metering is required for all Generators in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.

Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from an Intermittent Power Resource. The Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall provide meteorological and forced outage data to the System Operator to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The Interconnection Customer with an Intermittent Power Resource having wind as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with an Intermittent Power Resource having solar as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The System Operator and Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power product forecast. The Interconnection Customer whose Generating Facility is an Intermittent Power Resource also shall submit data to the System Operator regarding all forced outages to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the System Operator, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Intermittent Power Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the System Operator. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 Control Area Notification.** Before Initial Synchronization Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Large Generating Facility dispatched and operated from a remote Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area for dispatch and operations.
- 9.3 Interconnecting Transmission Owner and System Operator Obligations.** Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this LGIA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.5 Start-Up and Synchronization. The Interconnection Customer is responsible for the proper start-up and synchronization of the Large Generating Facility to the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall design the Large Generating Facility and all generating units comprising the Large Generating Facility, as applicable, to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all generators in the Control Area on a comparable basis and in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The requirements of this paragraph shall not apply to wind generators.

9.6.2 Voltage Schedules. Once the Interconnection Customer has synchronized the Large Generating Facility to the New England Transmission System, Interconnection Customer shall operate the Large Generating Facility at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

9.6.2.1 Voltage Regulators. The Interconnection Customer must keep and maintain a voltage regulator on all generating units comprising a Large Generating Facility in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers

that have, or are required to have, automatic voltage regulation shall normally operate the Large Generating Facility with its voltage regulators in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulator in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

9.6.2.2 Governor Control. The Interconnection Customer is obligated to provide and maintain a functioning governor on all generating units comprising the Large Generating Facility in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.2.3 System Protection. The Interconnection Customer shall install and maintain protection systems in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.3 Payment for Reactive Power.

Interconnection Customers shall be compensated for Reactive Power service in accordance with Schedule 2 of the Section II of the Tariff.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities

as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.1.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.2 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

9.7.3 Under-Frequency and Over Frequency Conditions. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with

the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.4 Each Party's protective relay design shall allow for tests required in Article 6.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.5 Requirements for Protection. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection

Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Large Generating Facility.

9.7.6 Power Quality. A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

9.8 Switching and Tagging Rules. Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Administered Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs

associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

- 9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 10. MAINTENANCE

- 10.1 Interconnecting Transmission Owner and Customer Obligations.** Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 10.2 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.
- 11.2 Interconnecting Transmission Owner's Interconnection Facilities.** Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.
- 11.3 Network Upgrades and Distribution Upgrades.** Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.
- 11.4 Cost Allocation; Compensation; Rights; Affected Systems**
- 11.4.1 Cost Allocation.** Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.
- 11.4.2 Compensation.** Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.
- 11.4.3 Rights.** Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission

credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

11.4.4 Special Provisions for Affected Systems. The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Generating Facility.

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.6 Interconnection Customer Compensation. If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this LGIA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.

Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 12. INVOICE

- 12.1 General.** Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire

transfer to a bank named and account designated by the invoicing Party. Payment of invoices by any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this LGIA.

- 12.4 Disputes.** In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

- 13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 13.2 Notice.** Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is known, the

notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

13.4 System Operator's and Interconnecting Transmission Owner's Authority.

13.4.1 General. System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's

Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Large Generating Facility or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

13.5 Interconnection Customer Authority. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the LGIA and the LGIP, the Interconnection Customer may take whatever actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an

Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

- 13.6 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this LGIA can be performed.

14.2 Governing Law.

- 14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This LGIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).

A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this LGIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this LGIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

18.1 Indemnity. Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s(ies’) action or inactions of their obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any

judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

18.3 Insurance. The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this LGIA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a

minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.

18.3.9 Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This LGIA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this LGIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA,

without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights

and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

22.1.3 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this LGIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral

deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from

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

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties’ Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

- 23.1** Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by System Operator and Interconnecting Transmission Owner.** The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.
- 24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no

later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Interconnecting Transmission Owner and System Operator for the Interconnection Feasibility Study, Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information and "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if

information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to the Interconnecting Transmission Owner for each individual generating unit in a station.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement, repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the “disclosing Party”) shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the “notifying Party”) shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this LGIA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the

other Party(ies), to audit at its own expense the other Party's(ies') accounts and records pertaining to a Party's performance or a Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's(ies') costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

- 26.1 General.** Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.
- 26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

- 27.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

ARTICLE 29. [OMITTED]

ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This LGIA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix of this LGIA, or such Section of the LGIP or such Appendix of the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 30.4 Entire Agreement.** Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other

agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries. This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

30.7 Headings. The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

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

30.9 Amendment. The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall

become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Consistent with Section 11.3 of the LGIP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this LGIA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this LGIA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

ISO New England Inc. (System Operator)

By:

Title:

Date:

***[Insert Name of]* (Interconnecting Transmission Owner)**

By:

Title:

Date:

***[Insert name of]* (Interconnection Customer)**

By:

Title:

Date:

APPENDICES TO LGIA

Appendix A	Interconnection Facilities, Network Upgrades and Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billings
Appendix G	Interconnection Requirements for a Wind Generating Plant

APPENDIX A TO LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

- a. **Point of Interconnection and Point of Change of Ownership.** The Point of Interconnection shall be at the point where *[insert description of location]*. See Appendix A-*[insert]*, which drawing is attached hereto and made part hereof.

The Point of Change of Ownership shall be at the point where *[insert description of location]*. See Appendix A – *[insert]*, which drawing is attached hereto and made part hereof.

If not located at the Point of Interconnection, the metering point(s) shall be located at: *[insert location]*.

- b. **Interconnection Customer's Interconnection Facilities (including metering equipment).** The Interconnection Customer shall construct *[insert Interconnection Customer's Interconnection Facilities]*. See Appendix A-*[insert]*.
- c. **Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment).** The Interconnecting Transmission Owner shall construct *[insert Interconnecting Transmission Owner's Interconnection Facilities]*. See Appendix – *[insert]*.

2. Network Upgrades:

- a. **Stand Alone Network Upgrades.** *[insert Stand Alone Network Upgrades]*.
- b. **Other Network Upgrades.** *[insert Other Network Upgrades]*.

3. **Distribution Upgrades.** *[insert Distribution Upgrades]*
4. **Affected System Upgrades.** *[insert Affected System Upgrades]*
5. **Contingency Upgrades List:**

a. Long Lead Facility-Related Upgrades. The Interconnection Customer's Large Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[insert list of upgrades]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this LGIA in accordance with Article 17.1, and the System Operator will initiate all necessary steps to terminate this LGIA, in accordance with Article 2.3.

- b. Other Contingency Upgrades.** *[e.g., list of upgrades associated with higher queued Interconnection Requests with LGIAs prior to this LGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Large Generating Facility.]*
6. **Post-Forward Capacity Auction Re-study Upgrade Obligations.** *[insert any change in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation through a Forward Capacity Auction.]*

APPENDIX B TO LGIA

Milestones

- 1. Selected Option Pursuant to Article 5.1:** Interconnection Customer selects the *[insert]*. Options as described in Articles 5.1.*[insert]*, 5.1.*[insert]*, and 5.1.*[insert]* shall not apply to this LGIA.
- 2. Milestones and Other Requirements for all Large Generating Facilities:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the LGIP and this LGIA. The referenced section of the LGIP or article of the LGIA should be reviewed by each Party to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	LGIP/LGIA Reference
1	Provide evidence of continued Site Control to System Operator, or \$250,000 non-refundable deposit to Interconnecting Transmission Owner	Interconnection Customer	Within 15 BD of final LGIA receipt	§ 11.3.1.1 of LGIP
2	Provide evidence of one or more milestones specified in § 11.3 of LGIP	Interconnection Customer	Within 15 BD of final LGIA receipt	§ 11.3.1.2 of LGIP
3	Commit to a schedule for payment of upgrades	Interconnection Customer	Within 15 BD of final LGIA receipt	§ 11.3.1.2 of LGIP
4	Provide either (1) evidence of Major Permits or (2) refundable deposit to Interconnecting Transmission Owner	Interconnection Customer	If (1) Within 15 BD of final LGIA receipt or if (2) At time of LGIA execution	§ 11.3.1.2 of LGIP
5	Provide certificate of insurance	Interconnection Customer and Interconnecting	Within 10 Calendar Days of execution of LGIA	§ 18.3.9 of LGIA

		Transmission Owner		
6	Provide siting approval for Generating Facility and Interconnection Facilities to Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of LGIP
7A	Receive Governmental Authority approval for any facilities requiring regulatory approval	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.1 of LGIA
7B	Obtain necessary real property rights and rights-of- way for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.2 of LGIA
7C	Provide to Interconnecting Transmission Owner written authorization to proceed with design, equipment procurement and construction	Interconnection Customer	As may be agreed to by the Parties	§ 5.5.2 and § 5.6.3 of LGIA
7D	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone 7C	§ 5.7 of LGIA

			and ending when the entire Large Generating Facility and all required Interconnection Facilities and Network Upgrades are in place	
8	Provision of Security to Interconnecting Transmission Owner pursuant to Section 11.5 of LGIA	Interconnection Customer	At least 30 Calendar Days prior to design, procurement and construction	§§ 5.5.3 and 5.6.4 of LGIA
9	Provision of Security Associated with Tax Liability to Interconnecting Transmission Owner pursuant to Section 5.17.3 of LGIA	Interconnection Customer	As may be agreed to by the Parties	§ 5.17.3 of LGIA
10	Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of LGIP
11A	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner	Interconnection Customer	180 Calendar Days prior to Initial Synchronization Date	§ 5.10.1 of LGIA § 7.5 of LGIP
11B	Provide comments on initial design, engineering and specification for	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of LGIA § 7.5 of LGIP

	Interconnection Customer's Interconnection Facilities			
12A	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner	Interconnection Customer	90 Calendar Days prior to Initial Synchronization Date	§ 5.10.1 of LGIA § 7.5 of LGIP
12B	Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of LGIA § 7.5 of LGIP
13	Deliver to Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities	Interconnection Customer	Within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of LGIA
14	Provide protective relay settings to Interconnecting Transmission Owner for coordination and verification	Interconnection Customer	At least 90 Calendar Days prior to Initial Synchronization Date	§§ 5.10.1 of LGIA
15	Commencement of construction of Interconnection Facilities	Interconnecting Transmission Owner	As may be agreed to by the Parties	§ 5.6 of LGIA
16	Submit updated data "as purchased"	Interconnection Customer	No later than 180 Calendar Days prior to Initial Synchronization Date	§ 24.3 of LGIA
17	In Service Date	Interconnection	Same as	§ 3.3.1 and 4.4.5

		Customer	Interconnection Request unless subsequently modified	of LGIP, § 5.1 of LGIA
18	Initial Synchronization Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of LGIP
19	Submit supplemental and/or updated data – “as built/as-tested”	Interconnection Customer	Prior to Commercial Operation Date	§ 24.4 of LGIA
20	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of LGIP
21	Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities	Interconnecting Transmission Owner	If requested, within 120 Calendar Days after Commercial Operation Date	§ 5.11 of LGIA
22	Provide Interconnection Customer final cost invoices	Interconnecting Transmission Owner	Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades	§ 12.2 of LGIA

3. Milestones Applicable Solely for CNR Interconnection Service and Long Lead Facility

Treatment. In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service and/or Long Lead Facility Treatment:

Item No.	Milestone Description	Responsible Party	Date	LGIP/LGIA Reference
1	If Long Lead Facility, all dates by which Critical Path Schedule upgrades will be submitted to System Operator (end date for New Capacity Show of Interest Submission)	Interconnection Customer		§ 3.2.3 of LGIP
2	If Long Lead Facility, dates by which Long Lead Facility Deposits will be provided to System Operator (each deadline for which New Generating Capacity Resource would be required to provide financial assurance under § III.13.1.9 of the Tariff)	Interconnection Customer		§ 3.2.3 of LGIP
3	If Long Lead Facility, Capacity Commitment Period (not to exceed the Commercial Operation Date)	Interconnection Customer		§ 1 and 3.2 of LGIP
4	Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of LGIP
5	Participate in a CNR Group Study	Interconnection Customer		§ 3.2.1.3 of LGIP
6	Qualify and receive a Capacity Supply	Interconnection Customer		§ 3.2.1.3 of LGIP

	Obligation in accordance with Section III.13 of the Tariff	Customer		
7	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation	System Operator		§ 3.2.1.3 of LGIP

APPENDIX C TO LGIA

Interconnection Details

1. Description of Interconnection:

Interconnection Customer shall install a *[insert]* MW facility, rated at *[insert]* MW gross and *[insert]* MW net, with all studies performed at or below these outputs. The Generating Facility is comprised of *[insert]* units in a *[insert description of facility type - combined cycle, wind farm, etc.]* rated at: *[insert]* MW each, and will located at *[insert location]*.

The Large Generating Facility shall receive:

Network Resource Interconnection Service for the NR Capability at a level not to exceed *[insert gross and net]* MW for Summer, and *[insert gross and net]* MW for Winter.

Capacity Network Resource Interconnection Service for: (i) the NR Capability at a level not to exceed *[insert gross and net at or above 50 degrees F]* MW for Summer and *[insert gross and net at or above 0 degrees F]* MW for Winter; and (ii) the CNR Capability at *[insert net]* MW for Summer and *[insert net]* MW for Winter, which shall not exceed *[insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter.]* The CNR Capability shall be the highest amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff and, if applicable, as specified in filings by the System Operator with the Commission pursuant to Section III.13 of the Tariff.

2. Detailed Description of Generating Facility and Generator Step-Up Transformer, if applicable:

Generator Data	
Number of Generators	
Manufacturer	
Model	

Designation of Generator(s)	
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
Generator Ratings	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	
Station Service Load For Each Unit	
Overexcited Reactive Power at Rated MVA and Rated Power Factor	
Underexcited Reactive Power at Rated MVA and Rated Power Factor	
Generator Short Circuit and Stability Data	
Generator MVA rating	
Generator AC Resistance	
Subtransient Reactance (saturated)	
Subtransient Reactance (unsaturated)	
Transient Reactance (saturated)	
Negative sequence reactance	
Transformer Data	
Number of units	

Self Cooled Rating	
Maximum Rating	
Winding Connection (LV/LV/HV)	
Fixed Taps	
Z1 primary to secondary at self cooled rating	
Z1 primary to tertiary at self cooled rating	
Z1 secondary to tertiary at self cooled rating	
Positive Sequence X/R ratio primary to secondary	
Z0 primary to secondary at self cooled rating	
Z0 primary to tertiary at self cooled rating	
Z0 secondary to tertiary at self cooled rating	
Zero Sequence X/R ratio primary to tertiary	

3. Meteorological and Forced Outage Data Requirements for a Generating Facility that is an Intermittent Power Resource:

An Interconnection Customer whose Generating Facility is an Intermittent Power Resource having wind as the energy resource (referred to here in as “Wind Plant”) will be required to provide the following meteorological and forced outage data to the System Operator in the manner specified in the ISO New England Operating Documents. Capitalized terms in this Appendix C.3 that are not defined in Section 1 of the Agreement shall have the meanings specified in the ISO New England Operating Documents.

A. Static Plant Data

Below are the static plant data requirements that describe the physical layout of the Wind Plant and any associated meteorological equipment as well as data relevant to the design and operation of the Wind Plant. The static plant data must be supplied to the System Operator in the manner specified in the ISO New England Operating Documents. The Interconnection Customer must keep the static plant data current and must inform the System Operator of any proposed datapoints changes.

1) Wind Plant:

a) Wind Turbine tower center coordinates (i.e., latitude and longitude in WGS84 DD-MM-SS.SS using GPS WAAS, or comparable, methodology) and ground elevation of turbines (in meters, to one decimal place).

- b) Number of turbines.
- c) Turbine model(s) including IEC wind class.
- d) Density dependent turbine nominal power curves for each type of turbine in the plant for standard test conditions (e.g., air density equaling 1.225 kg/m^3) and for three additional values of density (for which the density values must be supplied): one power curve for normal operation at the long-term average density expected for the plant and one power curve each for normal operation at approximately 85% (+/- 10%) and approximately 115% (+/- 10%), respectively of the expected long-term average Wind Plant air density.
- e) Hub height(s) (in meters to one decimal place).
- f) Maximum plant nameplate capacity (in MW to two decimal places).
- g) Cut-in wind speed(s) and time constants (if any, e.g., windspeed must be above 3.4 m/s for at least 5 minutes, etc.).
- h) Cut-out wind speed(s) and time constants (if any).
- i) Cut back in wind speed(s) and time constants (if any).
- j) Cold temperature cutoff threshold(s) (in Degrees C to one decimal place).
- k) High temperature cutoff threshold(s) (in Degrees C to one decimal place).
- l) Any cold weather operation packages and their effects on wind turbine operational envelope (e.g. blade and/or gearbox heaters, etc. that extends cold temperature cut-out to below xx degrees, etc.).
- m) Wind turbine icing behavior:
 - i. Triggers for icing related shutdowns (e.g., temperatures, relative humidities, out-of-balance conditions, etc.).
 - ii. Triggers for release from icing related shutdowns (e.g., manual reset, temperatures, hysteresis, etc.).
- n) For all plant wind speed and direction measuring devices (i.e., nacelle-level wind measuring devices):
 - i. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights) and calibration curves and/or reports.
 - ii. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data and the mitigation measures employed (e.g., diagram of location with respect to the nacelle and rotor).
- o) Descriptions of any permitting or administrative restrictions such as requirements to reduce or to cease power production during certain hours or during certain events or wind conditions.
- p) For model training purposes, any available historical information required by the wind power forecaster regarding plant power output, plant meteorological conditions, and conditions that may have caused power output to be below theoretical maximum power output given the experienced wind speeds may also be required to be provided.

2) Met gathering station(s):

- a. Center of structure(s) coordinates (using the same method listed above for turbine in the Wind Plant) and ground elevation of met station(s).
- b. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights).
- c. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data (e.g., met-tower dimensions and profile) and the mitigation measures employed (e.g. mounting arm dimensions and orientations).

B. Real-Time Data

Below is the real-time operational and meteorological data requirements for Wind Plant operators that must be provided to the System Operator. The real-time operational and meteorological data must be electronically and automatically transmitted to the System Operator over a secure network using the protocol specified in the ISO New England Operating Documents. This information is required with a high degree of accuracy and reliability.

1) Availability:

The Wind Plant operator's real-time data transfer process and data gathering equipment shall be designated to operate at all times.

2) Required Data:

- a) At a minimum, nacelle-level wind speed and wind direction measurements must be provided from the highest wind turbine (i.e., wind turbine hub elevation in terms of elevation above mean sea level) and a minimum of one wind turbine at the maximal value of each of the four true cardinal directions (i.e., the farthest true North, South, East, and West) in each Wind Turbine Group within the plant. Additionally, the wind turbine nearest the capacity-weighted centroid of the Wind Plant must also report wind speeds and directions. If any wind turbine within a Wind Turbine Group satisfies more than one of these conditions then it may be used to fulfill all conditions that it satisfies (e.g., if the highest wind turbine in a Wind Turbine Group is also the farthest North and the farthest East, it may be used to supply data for all three of these categories). Where more than one turbine satisfies these conditions, preference should be given to those turbines that will be least affected by Wind Plant wake effect from the prevailing wind direction(s). Finally, where a Wind Turbine Group contains 10 or less wind turbines only the nacelle-

level data from the highest wind turbine nacelle is required. The locations of wind turbines with nacelle-level equipment providing data must be referenced to the Static Plant Data supplied locations.

b) Ambient temperature, air pressure and relative humidity must be measured, at a minimum, at one location within the plant (preferably as near to the capacity-weighted centroid of the Wind Plant as possible) whose height above ground may be in the range of 2 m to 10 m (or up to 30 m above mean sea level for offshore Wind Plants) and the measurement height above ground (or mean sea level for offshore Wind Plants) must be stated to within 10 cm.

3) Frequency

Minimum frequencies of the real-time data Wind Plant operators must provide are specified in the ISO New England Operating Documents.

C. Outage Coordination

Wind Plants shall submit daily outages in advance to perform routine maintenance work, which in many cases may have no effect on their overall MW capability. Therefore:

1) All Wind Plants must submit Wind Plant Future Availability to the System Operator.

2) If the Wind Plant does not have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, and is not a Qualified Generator Reactive Resource, only Wind Plant Future Availability must be reported to the System Operator.

3) Any Wind Plant that does have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, or that is a Qualified Generator Reactive Resource, must report Wind Plant Future Availability, and also submit an outage request to the System Operator only when the outage will derate the plant to the point that the available nameplate is less than its Capacity Supply Obligation and/or Qualified VARs.

4. Other Description of Interconnection Plan and Facilities:

[Insert any other description relating to the Generating Facility, including, but not limited to switchyard, protection equipment, step-up transformer to the extent not described in Appendix A.]

APPENDIX D TO LGIA

Security Arrangements Details

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E TO LGIA

Commercial Operation Date

This Appendix E is a part of the LGIA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

[to be supplied]

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Re: _____ Large Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. _____. This letter confirms that [Interconnection Customer] commenced commercial operation of Unit No. _____ at the Large Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

APPENDIX F TO LGIA

Addresses for Delivery of Notices and Billings Notices:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:

Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

System Operator:

Facsimile: (413) 540-4203

E-mail: geninterconn@iso-ne.com

With copy to:

Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

APPENDIX G TO LGIA

Interconnection Requirements For A Wind Generating Plant

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this LGIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), after which, if the fault remains

following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT. Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing

time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the Interconnection System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the System Operator and Interconnecting Transmission Owner, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind generating plant is in operation. Wind generating plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Interconnection System Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind generating plant shall provide SCADA capability to transmit data and receive instructions from the System Operator and Local Control Center to protect system reliability. The System Operator, Interconnecting Transmission Owner and the wind generating plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind generating plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

APPENDIX 7
INTERCONNECTION PROCEDURES FOR WIND GENERATION

Appendix 7 sets forth procedures specific to a wind generating plant. All other requirements of this LGIP continue to apply to wind generating plant interconnections.

A. Special Procedures Applicable to Wind Generating Plants

The wind generating plant Interconnection Customer, in completing the Interconnection Request required by Section 3.3 of this LGIP, may provide to the System Operator a set of preliminary electrical design specifications depicting the wind generating plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind generating plant may enter the queue and receive the base case data as provided for in this LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind generating plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow the System Operator to complete the Interconnection System Impact Study.

SCHEDULE 23

**SMALL GENERATOR
INTERCONNECTION PROCEDURES**

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EXHIBIT 1 - Small Generator Interconnection Agreement (SGIA)

SECTION 1. APPLICATION

1.1 Applicability

1.1.1 The Small Generator Interconnection Procedures (“SGIP”) and Small Generator Interconnection Agreement (“SGIA”) shall apply to Interconnection Requests, as defined in Attachment 1, pertaining to Small Generating Facilities, except that the SGIP and SGIA shall not apply to: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer’s site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility’s owner intent is to sell 100% of the Qualifying Facility’s output to its interconnected electric utility. In the event the SGIP and SGIA do not apply, the Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections.

A request to interconnect a certified Small Generating Facility (See Attachments 3 and 4 for description of certification criteria) to the Interconnecting Transmission Owner’s Distribution System that is part of the Administered Transmission System shall be evaluated under the section 2 Fast Track Process if the eligibility requirements of section 2.1 are met. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kilowatts (kW) (solely as a Network Resource) shall be evaluated under the Attachment 5 10 kW Inverter Process. A request to interconnect a Small Generating Facility no larger than 20 megawatts (MW) that does not meet the eligibility requirements of section 2.1, or does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process.

1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures. To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for the purposes of generator interconnections under this Schedule 23. Capitalized terms in Schedule 23 that are not defined in Attachment 1 or the body of these procedures shall have the meanings specified in Section I.2.2 of the Tariff.

1.1.3 Neither these procedures nor the requirements included hereunder apply to Small Generating Facilities interconnected or approved for interconnection prior to May 9, 2006.

1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the Interconnection Customer may ask the System Operator's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The System Operator shall respond within fifteen (15) Business Days.

1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects all ISOs/RTOs, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

1.1.6 References in these procedures to interconnection agreement are to the SGIA.

1.2 Pre-Application

1.2.1 The System Operator shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The names, telephone numbers, and e-mail addresses of the System Operator's contact employees or offices shall be made available on the System Operator's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Administered Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The System Operator shall comply with reasonable requests for such information.

1.2.2 In addition to the information described in section 1.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form to the System

Operator along with a non-refundable fee of \$500 for a pre-application report on a proposed project at a specific site. Within two (2) Business Days of receiving the pre-application report request form, the System Operator shall provide a copy of the pre-application request form to the Interconnecting Transmission Owner. The System Operator in conjunction with the Interconnecting Transmission Owner shall provide the pre-application data described in section 1.2.3 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the \$500 fee. The pre-application report produced by the System Operator in conjunction with the Interconnecting Transmission Owner is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Administered Transmission System. The written pre-application report request form shall include the information in sections 1.2.2.1 through 1.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

1.2.2.1 Project contact information, including name, address, phone number, and email address.

1.2.2.2 Project location (street address with nearby cross streets and town)

1.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

1.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

1.2.2.5 Size (alternating current kW)

1.2.2.6 Single or three phase generator configuration

1.2.2.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

1.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

1.2.3 Using the information provided in the pre-application report request form in section 1.2.2., the System Operator in conjunction with the Interconnecting Transmission Owner will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. The selection by the System Operator in conjunction with the Interconnecting Transmission Owner does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. The Interconnecting Transmission Owner shall be responsible for determining whether the proposed Point of Interconnection is on a distribution facility that

is subject to the Tariff. If the pre-application report request form seeks information about a Point of Interconnection that is on a distribution facility that is not subject to the Tariff, the Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections. Subject to section 1.2.4, the pre-application report will include the following information:

1.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

1.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

1.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

1.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

1.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

1.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

1.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

1.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 2.4.4.1.1 below and absolute minimum load, when available.

1.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

1.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

1.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

1.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

1.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

1.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the System Operator or the Interconnecting Transmission Owner to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the System Operator in conjunction with the Interconnecting Transmission Owner cannot complete all or some of a pre-application report due to lack of available data, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on “available capacity” pursuant to section 1.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the System Operator in conjunction with the Interconnecting Transmission Owner shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

1.3 Interconnection Request

To initiate an Interconnection Request, the Interconnection Customer shall submit its Interconnection Request to the System Operator, together with the processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Interconnection Customer shall be notified of receipt by the System Operator within three (3) Business Days of receiving the Interconnection Request. The System Operator shall notify the Interconnection Customer within ten (10) Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the System Operator shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten (10) Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time

within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the System Operator.

The Interconnection Customer must submit a separate Interconnection Request for each site. The Interconnection Customer must comply with the requirements specified in this Section 1.3 for each Interconnection Request even when more than one request is submitted for a single site.

1.3.1 Within three (3) Business Days of receiving the Interconnection Request, the System Operator shall provide a copy of the Interconnection Request to the Interconnecting Transmission Owner. The System Operator, in consultation with the Interconnecting Transmission Owner, shall determine whether the Interconnection Request is complete or incomplete. If such request is to interconnect to a distribution facility, the Interconnecting Transmission Owner shall be responsible for determining whether the distribution facility is subject to the Tariff.

1.4 Site Control

Documentation of site control must be submitted with the Interconnection Request. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing ~~Large~~ Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Site control may be demonstrated through:

1.4.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;

1.4.2 An option to purchase or acquire an easement, a license or a leasehold interest in the site for such purpose; or

1.4.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose; or

1.4.4 Filed applications for required permits to site on federal or state property.

1.5 Queue Position

1.5.1 **General.** The System Operator shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. Except as otherwise provided in this Section 1.5, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study~~the order in which CNR Interconnection Requests will be included in the CNR Group Study~~; and (iii) the cost responsibility for the interconnection facilities and upgrades necessary to accommodate the Interconnection Request. The System Operator shall maintain a single queue. At the System Operator's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

1.5.2 ~~Implications~~**Order of Interconnection Requests in the CNR Group Study.** Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3 of Schedule 22 of Section II of the Tariff. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Attachment 2 to the SGIA for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service

Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

~~Where a CNR Interconnection Request with a lower Queue Position submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Request with a higher Queue Position does not submit a New Capacity Show of Interest Form for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Request with the higher Queue Position. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service that have submitted a New Capacity Show of Interest Form during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities, in accordance with Section 3.2.3 of Schedule 22 of Section II of the Tariff. Participation in a CNR Group Study shall be a prerequisite for a Generating Facility seeking to qualify as a New Generating Capacity Resource under Section III.13.1 of the Tariff to obtain CNR Interconnection Service. An Interconnection Customer with a CNR Interconnection Request for a Generating Facility that is treated as a Conditional Qualified New Generating Capacity Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Request having a higher Queue Position if the Conditional Qualified New Generating Capacity Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff. An Interconnection Customer with a lower queued CNR Interconnection Request for a Generating Facility that has achieved Commercial Operation and obtained a Capacity Supply Obligation through a Forward Capacity Auction may be responsible for additional facilities and upgrades if the related higher queued Generating Facility with a CNR Interconnection Request for a Long Lead Facility (as defined in Schedule 22 of Section II of the Tariff) achieves Commercial Operation and obtains a Capacity Supply Obligation through a Forward Capacity Auction. In such circumstance, Attachment 2 to the SGIA for the lower queued CNR Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation.~~

1.5.3 Transferability of Queue Position. An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the

Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

1.5.4 Modifications. Any modification to the Interconnection Request, including the information provided in the attachments, and to the machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the System Operator, in consultation with the Interconnecting Transmission Owner, and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the change are undertaken. A request to: (1) increase the energy capability or capacity capability output of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis.

Notwithstanding the foregoing, ~~in the circumstance in which the~~ Interconnection Customer with an Interconnection Request for CNR Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years from the date of the original Interconnection Request for CNR Interconnection Service to clear the entire ~~seeking New Generating Capacity Resource treatment for its Generating Facility (pursuant to Section III.13.1 of the Tariff) has offered into a Forward Capacity Auction the full~~ megawatt amount for which the CNR Interconnection Service was requested ~~in the original Interconnection Request~~ (or as that amount has been modified in accordance with this Section 1.5.4), ~~but the entire amount did not clear in that Auction, no~~ new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions. ~~if the Interconnection Customer seeks to offer the uncleared amount in a subsequent Forward Capacity Auction for which the associated Capacity~~

~~Commitment Period begins less than seven (7) years from the date of the original Interconnection Request.~~

1.6 Procedures for Transition

1.6.1 Queue Position for Pending Requests. Any Interconnection Customer assigned a Queue Position prior to February 1, 2009 shall retain that Queue Position subject to Section 1.6 of the SGIP.

1.6.1.1 If an Interconnection Study Agreement has not been executed prior to February 1, 2009, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this SGIP in effect on February 1, 2009 (or as revised thereafter).

1.6.1.2 If an Interconnection Study Agreement has been executed prior to February 1, 2009, such Interconnection Study shall be completed in accordance with the terms of such agreement.

1.6.2 Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an SGIA has neither been executed nor submitted to the Commission for approval prior to February 1, 2009), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the SGIP in effect as of February 1, 2009 (or as revised thereafter) within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term “outstanding Interconnection Request” herein shall mean any Interconnection Request, on February 1, 2009: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related SGIA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this SGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by the System Operator to the extent consistent with the intent and process provided for under this SGIP.

1.6.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009. An Interconnection Customer with an outstanding Interconnection Request will be

eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer's one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth Forward Capacity Auction. Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1. Interconnection Customers requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction – the prompt or near-term auction – pursuant to Sections 3.3.2 or 3.4.3, whichever is applicable.

1.6.4 Grandfathering.

1.6.4.1 An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this SGIP. If the Generating Facility does not meet the criteria set forth in Section 1.6.4.3 of this SGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 1.6.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the SGIA in Exhibit 1 of this SGIP.

1.6.4.2 An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 1.5.4 of this SGIP.

1.6.4.3 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this SGIP, up to the CNR Capability of the resource. The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

- (a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).
- (b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).
- (c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on the documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in 1.6.4.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 1.6.4.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the Show of Interest Window in accordance with Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

1.6.4.4 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Services in accordance with this SGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 1.6.4.3.

Where the governing document (as described by the hierarchy set forth in Section 1.6.4.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

1.7 Type of Interconnection Services

At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 1.7.1 and 1.7.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's Generating Facility NR Capability.

1.7.1 Capacity Network Resource Interconnection Service

1.7.1.1 **The Product.** The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR, and to participate in the New England Markets, in accordance with the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

1.7.1.2 **The Studies.** All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other CNRs [and Elective Transmission Upgrades with CNI Interconnection Service](#), in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The Interconnection Request may also be studied with the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

1.7.1.3 **Milestones for CNR Interconnection Service.** In addition to the requirements set forth in this SGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Attachment 4 of the SGIA as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified by Agreement with the System Operator pursuant to Section 1.5.4 of this SGIP), in accordance with the provisions of

Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study [and CNR Group Study](#) to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction, as applicable, through which the Interconnection Customer received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study has been completed, the completed Interconnection Study shall be subject to re-study, in accordance with the re-study provisions in this SGIP. If an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If an SGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this SGIP shall be subject to re-study. The Attachments to the SGIA shall be amended (pursuant to Article 12.2 of the SGIA) to reflect CNR Capability and the results of the re-study.

1.7.2 Network Resource Interconnection Service

1.7.2.1 The Product. The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network Resources. Notwithstanding the above, the portion of a Small Generating Facility that has been designated solely as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

1.7.2.2 **The Studies.** The Interconnection Studies for an Network Resource shall assure that the Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NR Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions.

However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnecting Transmission Owner why the study of non-peak load conditions is required for reliability purposes.

1.7.2.3 **Milestones for NR Interconnection Service.** An Interconnection Customer with an Interconnection Request for NR Interconnection Service shall complete the requirements in this SGIP prior to receiving NR Interconnection Service.

1.8 Withdrawal

1.8.1 The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to the Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this SGIP, except as provided in Section 4.2 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, if the Interconnection Customer wishes to dispute the withdrawal notice, the Interconnection Customer shall have fifteen (15) Business Days, unless otherwise provided elsewhere in this SGIP, in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue dispute resolution, and the System Operator shall notify the Interconnecting Transmission Owner and any Affected Parties of the same.

1.8.2 Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during dispute

resolution, the System Operator may eliminate the Interconnection Customer's Interconnection Request from the queue until such time that the outcome of dispute resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to the System Operator's receipt of notice described above. The Interconnection Customer must pay all monies due before it is allowed to obtain any interconnection study data or results.

1.8.3 The System Operator shall update the OASIS Queue Position posting. The System Operator and Interconnecting Transmission Owner shall: (i) arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred; or (ii) arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments. In the event of such withdrawal, the System Operator, subject to the confidentiality provisions of Section 4.5 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

SECTION 2. FAST TRACK PROCESS

2.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Distribution System that is part of the Administered Transmission System if the Small Generating Facility's capacity does not exceed the size limits identified in the table below. Small Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Small Generating Facility will pass the Fast Track screens in section 2.2.1 below or the Supplemental Review screens in section 2.4.4 below.

Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Small Generating Facilities connecting to lines greater than or equal to 69 kilovolt (kV) are ineligible for the Fast Track

Process regardless of size. All synchronous and induction machines must be no larger than 2 MW to be eligible for the Fast Track Process, regardless of location. For certified inverter-based systems, the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Small Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher thresholds according to the table below. In addition to the size threshold, the Interconnection Customer's proposed Small Generating Facility must meet the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the System Operator in conjunction with the Interconnecting Transmission Owner has to have reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

Fast Track Eligibility for Inverter-Based Systems		
Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline ¹ and ≤ 2.5 Electrical Circuit Miles from Substation ²
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤ 2 MW	≤ 3 MW
≥ 15 kV and < 30 kV	≤ 3 MW	≤ 4 MW
≥ 30 kV and < 69 kV	≤ 4 MW	≤ 5 MW

1. For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

2. An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.

2.2 Initial Review

Within fifteen (15) Business Days after the System Operator notifies the Interconnection Customer it has received a complete Interconnection Request, the System Operator in conjunction with the Interconnecting Transmission Owner shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the determinations under the screens.

2.2.1 Screens

2.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Interconnecting Transmission Owner's Distribution System that is subject to the Tariff.

2.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnecting Transmission Owner's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW.

2.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

2.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

2.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnecting Transmission Owner's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line	Type of Interconnection to	Result/Criteria
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Type	Primary Distribution Line	
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

2.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

2.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.

2.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

2.2.1.10 No construction of facilities by the Interconnecting Transmission Owner on its own system shall be required to accommodate the Small Generating Facility.

2.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved for Network Resource interconnection Service and the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer an executable SGIA within five (5) Business Days after the determination.

2.2.3 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer an

executable SGIA within five (5) Business Days after the determination. If the Interconnection Request is for Capacity Network Resource Interconnection Service, the Interconnection Customer must also comply with the milestones for CNR Interconnection Service specified in Section 1.7.1.3 of the SGIP.

2.2.4 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner, does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

2.3 Customer Options Meeting

If the System Operator in conjunction with the Interconnecting Transmission Owner determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the System Operator shall notify the Interconnection Customer of that determination within five (5) Business Days after the determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of such determination, the System Operator shall offer to convene a customer options meeting with the Interconnection Customer and Interconnecting Transmission Owner to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the determination, or at the customer options meeting:

2.3.1 The Interconnecting Transmission Owner shall offer to perform facility modifications or minor modifications to the Interconnecting Transmission Owner's electric system (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Interconnecting Transmission Owner's electric system. If the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within ten (10) Business Days of the customer options meeting; or

2.3.2 The System Operator shall offer to perform a supplemental review in accordance with section 2.4 and provide a non-binding good faith estimate of the costs of such review; or

2.3.3 The System Operator shall obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the section 3 Study Process.

2.4 Supplemental Review

2.4.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing and submit a deposit to the System Operator for the estimated costs of the supplemental review in the amount of the System Operator's and Interconnecting Transmission Owner's good faith estimate of the costs of such review, both within fifteen (15) Business Days of the offer. If the written agreement and deposit have not been received by the System Operator within that timeframe, the Interconnection Request shall continue to be evaluated under the section 3 Study Process unless it is withdrawn by the Interconnection Customer.

2.4.2 The Interconnection Customer must specify the order in which the System Operator in conjunction with the Interconnecting Transmission Owner will complete the screens in section 2.4.4.

2.4.3 The Interconnection Customer shall be responsible for the System Operator's and the Interconnecting Transmission Owner's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within twenty (20) Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the System Operator and Interconnecting Transmission Owner will return such excess within twenty (20) Business Days of the invoice without interest.

2.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the System Operator shall (1) in conjunction with the Interconnecting Transmission Owner, perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the System Operator's and Interconnecting Transmission Owner's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the System Operator shall notify the Interconnection Customer following the failure

of any of the screens, or if the System Operator in conjunction with the Interconnecting Transmission Owner is unable to perform the screen in section 2.4.4.1, within two (2) Business Days of making such determination to request Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 2.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility under section 3; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

2.4.4.1 Minimum Load Screen: Where twelve (12) months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the System Operator in conjunction with the Interconnecting Transmission Owner shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 2.4.4.

2.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 2.4.4.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV_systems utilizing tracking systems), while all other generation uses absolute minimum load.

2.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Interconnecting Transmission Owner's electric system will be considered as part of the aggregate generation.

2.4. 4.1.3 The System Operator and the Interconnecting Transmission Owner will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

2.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements

under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

2.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The System Operator in conjunction with the Interconnecting Transmission Owner shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

2.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

2.4.4.3.2 Whether the loading along the line section is uniform or even.

2.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

2.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

2.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

2.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

2.4.5 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Interconnection Request shall be approved and the System Operator in conjunction

with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within the timeframes established in sections 2.4.5.1 and 2.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the section 3 Study Process consistent with section 2.4.5.3 below.

2.4.5.1 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above and does not require construction of facilities by the Interconnecting Transmission Owner on its own system, the SGIA shall be provided within ten (10) Business Days after the notification of the supplemental review results.

2.4.5.2 If interconnection facilities or minor modifications to the Interconnecting Transmission Owner's system are required for the proposed interconnection to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, and the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the SGIA, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within fifteen (15) Business Days after receiving written notification of the supplemental review results.

2.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Interconnecting Transmission Owner's system to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the System Operator shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the section 3 Study Process unless the Interconnection Customer withdraws its Small Generating Facility.

SECTION 3. STUDY PROCESS

3.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Administered Transmission System if the Small Generating Facility is no larger than 20 MW and does not meet the eligibility requirements of section 2.1 or does not pass the Fast Track Process or the 10 kW Inverter Process.

3.2 Scoping Meeting

3.2.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The System Operator, the Interconnecting Transmission Owner, the Interconnection Customer and the Affected Party(ies) will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. Before participating in a scoping meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on the OASIS an advance notice of its intent to do so.

3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request, including: (i) the estimated timeline for completing all applicable Interconnection Studies, (ii) exchange pertinent information including any transmission data that would reasonably be expected to impact interconnection options, (iii) analyze such information, and (iv) determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. If a PSCAD model is required, the Parties shall discuss this at the Scoping Meeting. The Parties shall discuss whether the System Operator should perform an Interconnection Feasibility Study or proceed directly to an Interconnection System Impact Study, or an Interconnection Facilities Study, or an SGIA.

Within five (5) Business Days following the scoping meeting, the Interconnection Customer shall notify the System Operator, in writing: (i) whether it wants the Interconnection Feasibility Study to be completed, as a separate and distinct study or as part of the Interconnection System Impact Study, and (ii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement (Attachment 6), or the Interconnection System Impact Study Agreement (Attachment 7) if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested an Interconnection Feasibility Study must return the executed Interconnection Feasibility Study Agreement (or Interconnection System Impact Study Agreement if the Interconnection Customer elected not to pursue the Interconnection Feasibility Study), within fifteen (15) Business Days.

3.3 Interconnection Feasibility Study

3.3.1 Interconnection Feasibility Study Agreement. Within five (5) Business Days following the Interconnection Customer's request for an Interconnection Feasibility Study, the System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement signed by the System Operator and Interconnecting Transmission Owner, including an outline of the scope of the Interconnection Feasibility Study and a non-binding good faith estimate of the cost to perform the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than fifteen (15) Business Days after its receipt of the Interconnection Feasibility Study Agreement, the Interconnection Customer shall execute and deliver the agreement, including completed attachments, to System Operator and the Interconnecting Transmission Owner, together with the refundable deposit of the lesser of 50 percent of the good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Feasibility Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. System Operator shall continue to hold any amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.3.2 Scope of Interconnection Feasibility Study. The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study does not require detailed model development. The Interconnection Feasibility Study will consider the Base Cases as well as all generating facilities [and Elective Transmission Upgrades](#) (and with respect to (iii), any identified

Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System [and may have an impact on the Interconnection Request](#); and (iv) have no Queue Position but have executed an [Interconnection Agreement SGIA](#) or requested that an unexecuted [SGIA-Interconnection Agreement](#) be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct [the Interconnection Facilities and Network Upgrades](#); (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work [for Interconnection Facilities and Network Upgrades](#). To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.3, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

3.3.3 Interconnection Feasibility Study Procedures. The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than thirty (30) Business Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 3.3.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to

the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

3.3.4 Meeting with Parties. Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

If the feasibility study shows no potential for adverse system impacts, the System Operator shall send the Interconnection Customer an Interconnection Facilities Study Agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, an executable SGIA shall be tendered to the Interconnection Customer within five (5) Business Days of the provision of the Interconnection Feasibility Study report. If no Interconnection System Impact Study of the Administered Transmission System is required, as a result of the Interconnection Feasibility Study, but potential electric power Distribution System adverse system impacts are identified in the scoping meeting or shown in the Interconnection Feasibility Study, a distribution system impact study must be performed. The System Operator shall send the Interconnection Customer a distribution system impact study agreement within fifteen (15) Business Days of transmittal of the feasibility study report, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no Interconnection Feasibility Study is to be performed.

3.3.5 Re-Study. If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of [an Elective Transmission Upgrade associated with an Import Capacity Resource\(s\) or a Generating Facility](#) after ~~it~~ [the Import Capacity Resources\(s\) or the Generating Facility](#) receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall

take not longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement. The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

3.4 Interconnection System Impact Study

3.4.1 Interconnection System Impact Study Agreement. Within five (5) Business Days following the Interconnection Feasibility Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe to perform the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA.

3.4.2 Execution of Interconnection System Impact Study Agreement. The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement, including completed attachments, to the System Operator no later than fifteen (15) Business Days after its receipt along with (1) demonstration of Site Control, (2) a refundable deposit of 50 percent of the good faith estimated cost for the transmission portion of the Interconnection System Impact Study and 100 percent of the good faith estimated cost for the distribution portion of the Interconnection System Impact Study and (3) a PSCAD model if one was determined to be needed at the Scoping Meeting; provided that if a PSCAD model was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing [Large-Small](#) Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the

modification proposed in the Interconnection Request does not require additional real property. The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the SGIA.

The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the transmission portion of the Interconnection System Impact Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.4.3 Scope of Interconnection System Impact Study. The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all generating facilities [and Elective Transmission Upgrades](#) (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System [and may have an impact on the Interconnection Request](#); and (iv) have no Queue Position but have executed an [SGIA- Interconnection Agreement](#) or requested that an unexecuted [SGIA-Interconnection Agreement](#) be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request that elected to waive the Interconnection Feasibility Study may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the

Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement. The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility, (ii) a non-binding good faith estimated time to construct, (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.4.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

3.4.4 Interconnection System Impact Study Procedures. The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within forty-five (45) Business Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 3.4.2. At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the

System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

3.4.5 Meeting with Parties. Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study. Within five (5) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection.

If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the SGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date. Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

3.4.6 Re-Study. If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of [an Elective Transmission Upgrade associated with an Import Capacity Resource\(s\) or](#) a Generating Facility after ~~it~~ [the Import Capacity Resources\(s\) or the Generating Facility](#) receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall

take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

3.4.7 Operational Readiness. The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed ~~or reviewed, as deemed appropriate by the System Operator,~~ and that procedures are to be developed or updated ~~procedures~~ to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer. The System Operator is not obligated to perform the operational analyses described in this Section 3.4.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

3.5 Interconnection Facilities Study

3.5.1 Interconnection Facilities Study Agreement. The Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection and proceed with a SGIA in accordance with the requirements specified in Section 4.8. If the Interconnection Customer elects to proceed with an Interconnection Facilities Study, the System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Attachment 8 to this SGIP simultaneously with the delivery of the Interconnection System Impact Study report to the Interconnection Customer. The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. Within five (5) Business Days following the Interconnection Customer's Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer the Interconnection Facilities Study Agreement along with a non-binding good faith estimate of the cost

to perform the Interconnection Facilities Study. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement, including completed attachments, to the System Operator within thirty (30) Business Days after its receipt, together with the required refundable deposit of the non-binding good faith estimated costs for the Interconnection Facilities Study. The Interconnection Customer may request an extension of the deadline, not to exceed sixty (60) Business Days, by which to return the executed Interconnection Facilities Study Agreement. Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the SGIA. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.5.2 Scope of Interconnection Facilities Study. The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost, (ii) identify configurations of required facilities, and (iii) identify time requirements for construction and installation of required facilities. Design for any required Interconnection Facilities and/or Network Upgrades shall also be performed under the Interconnection Facilities Study. The Interconnection

Customer, the System Operator, the Interconnecting Transmission Owner, and the Affected Party(ies), if any, may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design shall be reviewed and may be modified prior to acceptance by the Interconnecting Transmission Owner, under the provisions of the Interconnection Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the System Operator and/or the Interconnecting Transmission Owner shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain any independent design and cost estimates for any necessary facilities.

3.5.3 Interconnection Facilities Study Procedures. The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: forty-five (45) Business Days if upgrades are necessary, or thirty (30) Business Days if upgrades are not necessary. At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required. The Interconnection Customer and appropriate Affected

Parties may, within thirty (30) Business Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

3.5.4 Meeting with Parties. Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study. Within thirty (30) Business Days of receipt of the study results, the Interconnection Customer shall provide written notice whether it agrees to pay for the Interconnection Facilities and upgrades identified in the Interconnection Facilities Study. An executable SGIA shall be tendered by the System Operator in conjunction with the Interconnecting Transmission Owner to the Interconnection Customer within five (5) Business Days of receipt of such agreement.

3.5.5 Re-Study. If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of

the upgrade responsibilities of [an Elective Transmission Upgrade associated with an Import Capacity Resources\(s\) or a Generating Facility](#) after ~~it~~ [the Import Capacity Resource\(s\) or the Generating Facility](#) receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall so notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

SECTION 4. PROVISIONS THAT APPLY TO ALL INTERCONNECTION REQUESTS

4.1 Reasonable Efforts

The System Operator and Interconnecting Transmission Owner shall make Reasonable Efforts to meet all time frames provided in these procedures unless the System Operator, the Interconnecting Transmission Owner and the Interconnection Customer agree to a different schedule. If the System Operator or Interconnecting Transmission Owner cannot meet a deadline provided herein, it shall notify the other Parties, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

4.2 Disputes

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

4.2.2 In the event of a dispute, the Party initiating the dispute resolution process shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

4.2.3 If the dispute has not been resolved within two (2) Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

4.2.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.

4.2.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its own costs and its pro rata share of any costs paid to the neutral party and any associated common negotiating costs.

4.2.6 If none of the Parties elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.

4.3 Interconnection Metering

Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Commission, state, or local regulatory requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

4.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards.

4.4.1 The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

4.5 Confidentiality

4.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party(ies) that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such. Confidential information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information

obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an SGIA.

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

4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.

4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

4.5.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission. The Party shall notify the other Party(ies) when it is notified by the Commission that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

4.6 Comparability

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this document. The System Operator and Interconnecting Transmission Owner shall use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Interconnecting Transmission Owner, its subsidiaries or affiliates, or others.

4.7 Record Retention

The System Operator shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

4.8 SGIA

In accordance with Section 3, the System Operator and the Interconnecting Transmission Owner shall tender to the Interconnection Customer a draft SGIA, together with draft attachments completed to the extent practicable. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form SGIA, including the attachments, within fifteen (15) Business Days. Within five (5) Business Days, the System Operator and the Interconnecting Transmission Owner shall issue a final draft of the SGIA to the Interconnection Customer. The Interconnection Customer and the Interconnecting Transmission Owner shall have fifteen (15) Business Days or another mutually agreeable timeframe to sign three (3) originals of and return the SGIA and return them to the System Operator, who will send an original fully executed SGIA to Interconnecting Transmission Owner and Interconnection Customer, or the Interconnection Customer shall request that an unexecuted SGIA be filed with the Commission. ~~If the Interconnection Customer does not sign the SGIA, or ask that it be filed unexecuted within thirty (30) Business Days after its receipt of the final draft of the SGIA, the Interconnection Request shall be deemed withdrawn. After the SGIA is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the SGIA.~~

The Interconnection Customer, the Interconnecting Transmission Owner and the System Operator shall be Parties to the SGIA.

4.9 Coordination with Affected Systems

The System Operator shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The System Operator will include such Affected System operators in all meetings held with the Interconnection Customer as required by the SGIP. The Interconnection Customer will cooperate with the System Operator and the Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies). The System Operator shall seek the cooperation of all Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Parties.

4.10 Evaluation of a Small Generating Facility Interconnection Request

4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total energy capability or capacity capability of the Small Generating Facility.

4.10.2 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.

4.10.3 The Interconnection Request shall be evaluated using the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System. However, if the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the System Operator's and Interconnecting Transmission Owner's agreement, with such agreement not to be unreasonably withheld, that the manner in which the

Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Administered Transmission System. If the System Operator and the Interconnecting Transmission Owner do not agree with the manner in which the Interconnection Customer proposes to implement the limit, then the Interconnection Request must be withdrawn or revised to specify the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System without such limitations. Furthermore, nothing in this section shall prevent the System Operator from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

Administered Transmission System – The PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Affected Party– The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affected System – Any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affiliate – With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

At-Risk Expenditure – Money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case – Base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists provided by System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements; such databases and lists shall include all generation projects and transmission projects, ~~including merchant transmission projects~~, that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. Base Cases also include data provided by the Interconnection Customer, where applicable, to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

Business Day – Monday through Friday, excluding Federal Holidays.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) – The criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) – That portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) – (i) In the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating

Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 1.6.4.3 of this SGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 1.6.4.3. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) – The study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) – The Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Commercial Operation – The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date – For a unit, the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Standard Small Generator Interconnection Agreement.

Distribution System – The Interconnecting Transmission Owner’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Interconnecting Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility that meets the eligibility requirements of section 2.1 and includes the section 2 screens, customer options meeting, and optional supplemental review.

Generating Facility – The Interconnection Customer’s device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

Initial Synchronization Date – The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date – The date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner – A Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnection Customer – Any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Small Generating Facility with the Administered Transmission System under the Standard Small Generator Interconnection Procedures.

Interconnection Facilities – The Interconnecting Transmission Owner’s Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include

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

Interconnection Facilities Study – A study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner’s Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5.2 of the Standard Small Generator Interconnection Procedures.

Interconnection Facilities Study Agreement – The form of agreement contained in Attachment 8 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study – A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

Interconnection Feasibility Study Agreement – The form of agreement contained in Attachment 6 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request – The Interconnection Request shall mean an Interconnection Customer's request, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP; (iii) make a modification to the operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected to the Administered Transmission System; (iv) commence participation in the wholesale markets by, an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service – The service provided by the System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Small Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study – Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Small Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement – Any of the following agreements: The Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, and the Interconnection Facilities Study Agreement attached to the Standard Small Generator Interconnection Procedures.

Interconnection System Impact Study – An engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Small Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

Interconnection System Impact Study Agreement – The form of agreement contained in Attachment 7 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

Network Capability Interconnection Standard (“NC Interconnection Standard”) – The minimum criteria required to permit the Interconnection Customer to interconnect [a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#) in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the [Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#) ~~Generating Facility~~, as detailed in the ISO New England Planning Procedures.

Network Resource (“NR”) – The portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability (“NR Capability”) – The maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 1.6.4.4 of this SGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 1.6.4.4.

Network Resource Interconnection Service (“NR Interconnection Service”) – The Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades – Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Administered Transmission System to accommodate the interconnection with the Small Generating Facility to the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

Notice of Dispute – A written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

Party– The System Operator, Interconnecting Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Administered Transmission System.

Queue Position – The order of a valid request in the New England Control Area, relative to all other pending valid requests in the New England Control Area, that is established based upon the date and time of receipt of the valid Interconnection Request by the System Operator. Requests are comprised of ~~Interconnection~~ [interconnection Requests](#) ~~requests for Generating Facilities~~, ~~requests for~~ Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. ~~For purposes of this SGIP, R~~references to a “higher-queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

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

Small Generating Facility – A Generating Facility having a maximum gross capability at or above zero degrees F of 20 MW or less.

Stand Alone Network Upgrades – Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement.

Study Process – The procedure for evaluating an Interconnection Request that includes the section 3 scoping meeting, Interconnection Feasibility Study, Interconnection System Impact Study, and Interconnection Facilities Study.

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

Upgrades – The required additions and modifications to the Administered Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

**SMALL GENERATOR INTERCONNECTION REQUEST
(Application Form)**

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP Section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the proposed modifications do not require additional real property.

_____Site Control is not provided because the proposed modification is to the Interconnection Customer's existing Small Generating Facility and, by checking this option, the Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.

Preamble and Instructions

An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the System Operator.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is \$4.50/kW (minimum of \$300 and maximum of \$7,500). The kW are the maximum gross kW of the Small Generating Facility. The Fast Track Process is limited to a Small Generating Facility that meets the eligibility requirements of section 2.1 and certain codes, standards and certification requirements.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the System Operator a non-refundable deposit of \$2,500 towards the cost of the scoping meeting, the development of the interconnection study agreements, interconnection studies, and development of the SGIA.

Interconnection Customer Information

Proposed Project Name: _____

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

ISO Customer ID# (if available): _____

Contact Person: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

- Application is for: _____ New Small Generating Facility
_____ Capacity addition to or modification of an Existing Small Generating Facility
_____ Commencement of participation in the wholesale markets by an Existing Small Generating Facility
_____ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service

If capacity addition to or modification of an existing facility, please describe: _____

If the capacity addition increases the maximum gross megawatt electrical output at an ambient temperature of 20 degrees F of the Generating Facility to more than 20 MW, the Interconnection Customer shall apply under Schedule 22.

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes ___ No ___

To Supply Power to the Interconnection Customer? Yes ___ No ___

To Supply Power to Others? Yes ___ No ___

Is the Interconnection Request for:

Service Type (check one):

_____ Capacity Network Resource Interconnection Service (energy capability and capacity capability)

or

_____ Network Resource Interconnection Service (energy capability only)

A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? Yes _____ No _____

A Qualifying Facility where 100% of the output will be sold to its host utility?

Yes _____ No _____

An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? Yes _____ No _____

An existing Small Generating Facility commencing participation in the wholesale markets?

Yes _____ No _____

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

(Local Electric Service Provider)

(Existing Account Number)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Small Generating Facility Information

Interconnection Customer's Requested Initial Synchronization Date: _____

Interconnection Customer's Requested In-Service Date: _____

Interconnection Customer's Requested Commercial Operation Date: _____

Proposed Point of Interconnection: _____

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: Solar Wind Hydro Hydro Type (e.g. Run-of-River): _____

Diesel Natural Gas Fuel Oil Other (state type) _____

Prime Mover: Fuel Cell Recip Engine Gas Turb Steam Turb

Microturbine PV Other

Type of Generator: Synchronous Induction Inverter

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

Will the generator have energy storage capacity? Yes No

If Yes, describe the energy storage device and specifications:

Provide the maximum output of each generator including each energy storage device: __

Generating Facility Capacity (MW):

	Maximum Net MW Electrical Output	Maximum Gross MW Electrical Output
At 90 degrees F or higher		
At 50 degrees F or higher		
At 20 degrees F or higher		
At zero degrees F or higher		

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? ___Yes ___No

Generator (or solar collector)

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: _____ Elevation: _____ ___Single phase ___Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

For all generation types: A completed fully functioning, non-proprietary or non-confidential Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet, must be supplied with this Interconnection Request. If additional non-proprietary or non-confidential data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous ___ or RMS? _____

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Generator AC resistance R_a _____

Direct Axis Synchronous Reactance, X_d : _____ P.U.

Direct Axis Transient Reactance, X'_d : _____ P.U.

Direct Axis Subtransient Reactance, X''_d : _____ P.U.

Negative Sequence Reactance, X_2 : _____ P.U.

Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

$I_2^2 t$ or K (Heating Time Constant): _____

Rotor Resistance, R_r : _____

Stator Resistance, R_s : _____

Stator Reactance, X_s : _____

Rotor Reactance, X_r : _____

Magnetizing Reactance, X_m : _____

Short Circuit Reactance, X_d'' : _____

Exciting Current: _____

Temperature Rise: _____

Frame Size: _____

Design Letter: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the System Operator prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? ___Yes ___No

Will the transformer be provided by the Interconnection Customer? ___Yes ___No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___ single phase ___ three phase? Size: _____ kVA
Transformer Impedance: _____% on _____ kVA Base

If Three Phase:

Transformer Primary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded
Transformer Secondary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded
Transformer Tertiary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____
Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	Setpoint Function	Minimum	Maximum
1.	_____	_____	_____
2.	_____	_____	_____

3. _____

4. _____

5. _____

6. _____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Manufacturer: _____

Type: _____ Accuracy Class: ____ Proposed Ratio Connection: ____

Potential Transformer Data (If Applicable):

Manufacturer: _____

Type: _____ Accuracy Class: ___ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: ___ Proposed Ratio Connection: _____

General Information

Enclose two copies of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Are two copies of One-Line Diagram Enclosed? ___Yes ___No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ___Yes ___No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? ___Yes ___No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

In order for a Small Generator Interconnection Request to be considered a valid request, it must:

- (a) Be accompanied by the applicable deposit, which shall be non-refundable;
- (b) Include documentation of Site Control, if applicable;
- (c) Include a detailed map (2 copies), such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;
- (d) Include two copies, signed and stamped by a licensed Professional Engineer, of the site electrical one-line diagram; and
- (e) Include all information and data required on the Interconnection Request form.

Certification Codes and Standards

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Certification of Small Generator Equipment Packages

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.
- 6.0 An equipment package does not include equipment provided by the utility.
- 7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

10 kW Inverter Process

Solely applicable for Network Resource Interconnection Service

- 1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the System Operator.
- 2.0 The System Operator acknowledges to the Customer receipt of the Application within three Business Days of receipt.
- 3.0 The System Operator in conjunction with the Interconnecting Transmission Owner evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.
- 4.0 The System Operator in conjunction with the Interconnecting Transmission Owner verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). The System Operator has 15 Business Days to complete this process. Unless the System Operator in conjunction with the Interconnecting Transmission Owner determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the System Operator approves the Application and returns it to the Customer. Note to Customer: Please check with the System Operator before submitting the Application if disconnection equipment is required.
- 5.0 After installation, the Customer returns the Certificate of Completion to the System Operator. Prior to parallel operation, the System Operator and Interconnecting Transmission Owner may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- 6.0 The System Operator in conjunction with the Interconnecting Transmission Owner notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Interconnecting Transmission Owner has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Interconnecting Transmission Owner is obligated to complete this witness test within ten Business Days of the

receipt of the Certificate of Completion. If the Interconnecting Transmission Owner does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.

- 7.0 Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the System Operator and the Interconnecting Transmission Owner, that contact information must be provided on the Application.
- 8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.
- 9.0 UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.

Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW

This Application is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Additional information to evaluate the Application may be required.

Processing Fee

A non-refundable processing fee of \$100 must accompany this Application.

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

Small Generating Facility Information

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Is the Interconnection Request for:

A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? Yes____No____

A Qualifying Facility where 100% of the output will be sold to its host utility?
Yes____No____

An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? Yes____No____

An existing Small Generating Facility commencing participation in the wholesale markets?
Yes____No____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell

Turbine Other _____

Energy Source: Solar Wind Hydro Diesel Natural Gas

Fuel Oil Other (describe) _____

Is the equipment UL1741 Listed? Yes____No____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small Generator Interconnection Procedures (SGIP), or the Interconnecting Transmission Owner has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Small Generating Facility

(For Internal use only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Interconnecting Transmission Owner Signature: _____

Title: _____ Date: _____

Application ID number: _____

Interconnecting Transmission Owner waives inspection/witness test? Yes ___ No ___

System Operator Signature: _____

Title: _____ Date: _____

Application ID number: _____

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes _____ No _____

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Interconnecting Transmission Owner: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert System Operator and Interconnecting Transmission Owner information below):

Name: _____

System Operator: _____

Address: _____

City, State ZIP: _____

Fax: _____

Name: _____

Interconnecting Transmission Owner:

Address: _____

City, State ZIP: _____

Fax: _____

Approval to Energize the Small Generating Facility

(For Internal use only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

Interconnecting Transmission Owner Signature: _____

Title: _____ Date: _____

System Operator Signature: _____

Title: _____ Date: _____

**Terms and Conditions for Interconnecting an Inverter-Based
Small Generating Facility No Larger than 10kW**

1.0 Construction of the Facility

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the System Operator approves the Interconnection Request (the "Application") and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may operate Small Generating Facility and interconnect with the Interconnecting Transmission Owner's (the "Company") electric system once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the System Operator and the Company, and

2.3 The Company has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what

steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Company waives the right to inspect the Small Generating Facility.

2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

3.0 **Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 **Access**

The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

5.0 **Disconnection**

The Company may temporarily disconnect the Small Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.

5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 **Insurance**

The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state.

8.0 **Limitation of Liability**

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

9.0 **Termination**

The agreement to operate in parallel may be terminated under the following conditions:

9.1 By the Customer

9.2 By providing written notice to the Company and the System Operator.

9.3 By the Company or the System Operator

9.4 If the Small Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.

10.0 **Permanent Disconnection**

In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

11.0 **Survival Rights**

This Agreement shall continue in effect after termination to the extent necessary to allow or require any Party to fulfill rights or obligations that arose under the Agreement.

12. **Assignment/Transfer of Ownership of the Facility**

This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the System Operator and the Company.

Attachment 6

Interconnection Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____
20__ by and between _____,
a _____ organized and existing under the laws of the State of
_____, ("Interconnection Customer,") and ISO New
England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System
Operator"), and _____, a _____
existing under the laws of the State of _____,
("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and
Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

WHEREAS, Interconnection Customer has requested the System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of

interconnecting the proposed Small Generating Facility with the facilities that are part of the Interconnecting Transmission Owner's Administered Transmission System, and of any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures ("SGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection Feasibility Study consistent the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with the standard Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the Interconnection Feasibility Study may be extended by agreement of the Parties.
- 5.0 In performing the study, the System Operator and Interconnecting Transmission Owner shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.

- 6.0 The Interconnection Feasibility Study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:
 - 6.1 Initial identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3 Initial review of grounding requirements and electric system protection; and
 - 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues [and length of time that would be necessary to construct the facilities.](#)
 - 6.5 To the extent the Interconnection Customer requested a preliminary analysis as described in Section 3.3.2 of the SGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.
- 7.0 The Interconnection Feasibility Study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
- 9.0 A deposit, paid to the System Operator, of the lesser of 50 percent of good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000 shall be required from the Interconnection Customer.
- 10.0 Once the Interconnection Feasibility Study is completed, an Interconnection Feasibility Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Feasibility Study must be completed and the Interconnection

Feasibility Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Feasibility Study.

11.0 The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$ [insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted. 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Miscellaneous.

13.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

13.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any

representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

13.3 Force Majeure, Liability and Indemnification.

13.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

13.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other

liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

13.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 13.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.
- 13.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 13.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 13.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 13.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

- 13.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 13.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 13.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.
- 13.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 13.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a

third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

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

13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

13.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

13.16 Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the

Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator]

[Insert name of Interconnection Customer]

Signed _____

Name (Printed):

Title _____

Signed _____

Name (Printed):

Title _____

[Insert name of Interconnecting Transmission Owner]

Signed _____

Name (Printed):

Title _____

Interconnection System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____
20__ by and between _____,
a _____ organized and existing under the laws of the State of
_____, ("Interconnection Customer,") and ISO New
England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System
Operator"), and
_____, a _____
existing under the laws of the State of _____,
("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and
Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or
generating capacity addition to an existing Small Generating Facility consistent with the Interconnection
Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the
Administered Transmission System;

WHEREAS, the System Operator and Interconnecting Transmission Owner have completed an
Interconnection Feasibility Study and provided the results of said study to the Interconnection Customer
(This recital to be omitted if the Parties have agreed to forego the Interconnection Feasibility Study.); and

WHEREAS, the Interconnection Customer has requested the System Operator and Interconnecting
Transmission Owner to perform an Interconnection System Impact Study(s) to assess the impact of
interconnecting the Small Generating Facility with the facilities that are part of the Interconnecting
Transmission Owner's Administered Transmission System, and of any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of an Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 An Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Interconnection Customer in the Interconnection Request. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 An Interconnection System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. An Interconnection System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. An Interconnection System Impact Study shall provide a list of facilities that are required as a result

of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

- 6.0 A distribution Interconnection System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 7.0 Affected Systems may participate in the preparation of an Interconnection System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon an Interconnection System Impact Study that covers potential adverse system impacts on their electric systems, and the System Operator and Interconnecting Transmission Owner have 20 additional Business Days to complete an Interconnection System Impact Study requiring review by Affected Systems.
- 8.0 If the System Operator uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the Interconnection System Impact Study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced.
- 8.1 Are directly interconnected with the Administered Transmission System; or
- 8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
- 8.3 Have a pending higher queued Interconnection Request to interconnect with the Administered Transmission System.
- 9.0 A distribution Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission Interconnection System Impact Study, if required, shall

be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties.

10.0 A deposit of the equivalent of the good faith estimated cost of a distribution Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer; and the one half the good faith estimated cost of a transmission Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer.

11.0 The total estimated cost of the performance of the Interconnection System Impact Study consists of \$[insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Miscellaneous.

13.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

13.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or

used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

13.3 Force Majeure, Liability and Indemnification.

13.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

13.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its

gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

13.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds

or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 13.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.
- 13.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 13.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

- 13.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 13.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 13.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 13.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 13.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.

- 13.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 13.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 13.15 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 13.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 13.16 Reservation of Rights. Subject to the TO Agreement, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with

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

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator] [Insert name of Interconnection Customer]

_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

[Insert name of Interconnecting Transmission Owner]

Signed_____
Name (Printed):

Title _____

**Attachment A to System
Impact Study Agreement**

Assumptions Used in Conducting the System Impact Study

The Interconnection System Impact Study shall be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, System Operator and Interconnecting Transmission Owner.

Interconnection Facilities Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____
20__ by and between _____,
a _____ organized and existing under the laws of the State of
_____, ("Interconnection Customer,") and ISO New
England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System
Operator"), and
_____, a _____
existing under the laws of the State of _____,
("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and
Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or
generating capacity addition to an existing Small Generating Facility consistent with the Interconnection
Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the
Administered Transmission System;

WHEREAS, the System Operator and Interconnecting Transmission Owner have completed an
Interconnection System Impact Study and provided the results of said study to the Interconnection
Customer; and

WHEREAS, the Interconnection Customer has requested the System Operator and Interconnecting
Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the
equipment, engineering, procurement and construction work needed to implement the conclusions of the
Interconnection System Impact Study in accordance with Good Utility Practice to physically and
electrically connect the Small Generating Facility with the facilities that are part of the Interconnecting

Transmission Owner's Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause an Interconnection Facilities Study consistent with the standard Small Generator Interconnection Procedures to be performed in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to data provided in Attachment A to this Agreement.
- 4.0 The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study(s). The Interconnection Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.
- 5.0 The System Operator and Interconnecting Transmission Owner may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 A deposit, paid to the System Operator, of the good faith estimated Interconnection Facilities Study costs shall be required from the Interconnection Customer.
- 7.0 In cases where Upgrades are required, the Interconnection Facilities Study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are

necessary, and the required facilities are limited to Interconnection Facilities, the Interconnection Facilities Study must be completed within 30 Business Days.

8.0 Once the Interconnection Facilities Study is completed, an Interconnection Facilities Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Facilities Study must be completed and the Interconnection Facilities Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Facilities Study.

9.0 The total estimated cost of the performance of the Interconnection Facility Study consists of \$ [insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.

11.0 Miscellaneous.

11.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

11.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility

Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

11.2 Force Majeure, Liability and Indemnification.

11.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

11.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or

omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 11.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be

reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 11.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 11.2 and 11.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall not be deemed third party beneficiaries of Sections 11.2 and 11.3.
- 11.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 11.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 11.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

- 11.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 11.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 11.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 11.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 11.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 11.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.

- 11.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 11.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 11.15 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 11.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 11.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 11.16 Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator] [Insert name of Interconnection Customer]

_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

[Insert name of Interconnecting Transmission Owner]

Signed_____

Name (Printed):

Title _____

**Attachment A to
Interconnection Facilities Study Agreement**

**Data to Be Provided by the Interconnection Customer
with the Interconnection Facilities Study Agreement**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location.
(Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes ____ No ____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes ____ No ____
(Please indicate on the one-line diagram).

What type of control system or Power Line Carrier (“PLC”) will be located at the Small Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Administered Transmission System.

Tower number observed in the field. (Painted on tower leg)*:

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Small Generating Facility located in Transmission Provider's service area?

Yes _____ No _____ If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers
receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

**STANDARD SMALL GENERATOR
INTERCONNECTION AGREEMENT (SGIA)**

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THIS STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT ("Agreement")

is made and entered into this _____ day of _____, 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Small Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnecting Transmission Owner"). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

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

Article 1. Scope and Limitations of Agreement

1.1 Applicability:

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

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Interconnecting Transmission Owner's facilities that are part of the Administered Transmission System.

1.3 No Agreement to Purchase or Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection

Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Party.

1.4 Limitations

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

1.5 Responsibilities of the Parties

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

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Interconnecting Transmission Owner shall construct, operate, and maintain its transmission facilities and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

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

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the

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

- 1.5.6 The System Operator, with input from the Interconnecting Transmission Owner, shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to the ISO New England Operating Documents, and the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

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

1.8 Reactive Power

- 1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of

Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similarly situated generators on a comparable basis and in accordance with Operating Requirements. The requirements of this paragraph shall not apply to wind generators.

1.8.2 Interconnection Customers shall be compensated for reactive power service in accordance with Schedule 2 of the Tariff.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms in Schedule 23 that are not defined in the Glossary of Terms shall have the meanings specified in Sections I.2.2. of the Tariff.

1.10 Scope of Service

1.10.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

NR for NR Interconnection Service (NR Capability Only)

CNR for CNR Interconnection Service (NR Capability and CNR Capability)

1.10.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service)

(a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR to participate in the New England Markets, in accordance with Market Rule 1,

Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

1.10.1.2 Network Resource Interconnection Service (NR Interconnection Service).

- (a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the NC Interconnection Standard.

NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets, in accordance with Market Rule, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of a Small Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

1.10.1.3 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Small Generating Facility at the Point of Interconnection.

1.10.1.4 Performance Standards. Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements

and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the SGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

1.10.1.5 No Transmission Service Delivery. The execution of this SGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

1.10.1.6 Transmission Delivery Service Implications. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Small Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Small Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Small Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Small Generating Facility's ability to provide any applicable Ancillary Services,

provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Small Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Network Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Small Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Small Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Small Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Small Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Small Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Small Generating Facility on the New England Transmission System of any amount of capacity

capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Small Generating Facility be undertaken, regardless of whether or not such Small Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource and regardless of changes in ownership of the Small Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Small Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

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

2.1 Equipment Testing and Inspection

- 2.1.1. The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the System Operator and the Interconnecting Transmission Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Interconnecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Interconnecting Transmission Owner a written test report when such testing and inspection is completed.
- 2.1.2. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Interconnecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices

owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

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

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities] without prior written authorization of the Interconnecting Transmission Owner. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

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

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous

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

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

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner shall promptly file this Agreement with the Commission upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and by mutual agreement of the Parties shall remain in effect for a period of _____ years, (Term to be specified in individual Agreements, but in no case should the term be less than ten years from the Effective Date or such other longer period as the Interconnection Customer may request) and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this Agreement (if required), which notice has been accepted for filing by the Commission.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the System Operator and Interconnecting Transmission Owner 20 Business Days written notice.
- 3.3.2 Each Party may terminate this Agreement after Default pursuant to article 7.6.
- 3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.
- 3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

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

3.4.1 Emergency Conditions

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, the Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the

Interconnection Customer's Interconnection Facilities. The System Operator and the Interconnecting Transmission Owner may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility in accordance with applicable provisions of the Operating Requirements. The System Operator and Interconnecting Transmission Owner shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the New England Transmission System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

3.4.2.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.3 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

3.4.3 Forced Outages

During any forced outage, the Interconnecting Transmission Owner [and the System Operator] may suspend interconnection service to effect immediate repairs on the New England Transmission System. The Interconnecting Transmission Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Interconnecting Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Interconnecting Transmission Owner shall notify the Interconnection Customer and the System Operator as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New England Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Interconnecting Transmission Owner may disconnect the Small Generating Facility. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from: (1) the Interconnecting Transmission Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Interconnecting Transmission Owner's Interconnection Facilities; and (2) the System Operator before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the New England Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the System Operator's or the Interconnecting Transmission Owner's, as appropriate, prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Interconnecting Transmission Owner shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Interconnecting Transmission Owner.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Interconnecting Transmission Owner's Interconnection Facilities.

4.2 Distribution Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer shall be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Distribution Upgrades, except to the extent that a retail tariff of, or an agreement with, the Interconnecting Transmission Owner or its distribution company affiliate, if appropriate, provides otherwise.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

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

5.2 Network Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Interconnecting Transmission Owner elects to pay for Network Upgrades, the actual

cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

5.2.1.1 Cost Allocation. Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.

5.2.1.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.

5.3 Special Provisions for Affected Systems

The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Small Generating Facility.

5.4 Rights Under Other Agreements

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

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

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Interconnecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by

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

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

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party(ies) of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Interconnecting Transmission Owner and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnection Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

7.1 Assignment

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

- 7.1.1 The Parties may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the other Parties of any such assignment.
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Interconnecting Transmission Owner or the System Operator, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and the System Operator of any such assignment.
- 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

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

7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2 Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, in no event shall a Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special,

indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

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

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or

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

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party(ies) shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance Requirements

8.1 General Liability

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Interconnecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Interconnecting Transmission Owner no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer

of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in the state where the interconnection is located having a Best Rating of “A-”. In addition, all insurance shall, (a) include Interconnecting Transmission Owner and System Operator as additional insureds; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Interconnecting Transmission Owner and System Operator shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to Interconnecting Transmission Owner and System Operator prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Interconnecting Transmission Owner and System Operator as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnection Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnection Customer’s written notice to Interconnecting Transmission Owner and System Operator, the requirements of clause (a) shall be waived.

8.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnection Customer.

The Interconnection Customer is responsible for providing the Interconnecting Transmission Owner and the System Operator with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Interconnecting Transmission Owner commencing work on Interconnection Facilities, Network Upgrades and Distribution Upgrades, the Interconnection Customer shall have its insurer furnish to the Interconnecting Transmission Owner and the System Operator certificates of insurance evidencing the insurance coverage required above. The Interconnection Customer shall notify and send to the Interconnecting Transmission Owner and the System Operator a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Transmission Owner and the System Operator may at their discretion require the Interconnection Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

8.4 Self Insurance

If Interconnection Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Interconnecting Transmission Owner and the System Operator:

- Interconnection Customer shall provide to Interconnecting Transmission Owner and System Operator, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnection Customer ceases to self-insure to the standards required hereunder, or if Interconnection Customer is unable to provide continuing evidence of Interconnection Customer's financial ability to self-insure, Interconnection Customer agrees to promptly obtain the coverage required under Article 8.1.

8.5 Interconnecting Transmission Owner Insurance

The Interconnecting Transmission Owner agrees to maintain general liability insurance or self-insurance consistent with the Interconnecting Transmission Owner's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Interconnecting Transmission Owner's liabilities undertaken pursuant to this Agreement.

Article 9. Confidentiality

- 9.1 Confidential Information shall include without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, and any confidential and/or proprietary information provided by a Party to the another Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party(ies) and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may,

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

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, a Party shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.
- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its pro-rata share of any costs paid to neutral third-parties.
- 10.6 If no Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's(ies') tax status. Nothing in this Agreement is intended to adversely affect the Interconnecting Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

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

12.2 Amendment

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

12.3 No Third-Party Beneficiaries

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

12.4 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

12.5 Entire Agreement

Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

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

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall (1) provide

the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

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

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

Consistent with Section 4.8 of Schedule 23, the Interconnecting Transmission Owner and the System Operator shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall

have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party(ies) and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

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

If to the Interconnection Customer:

[To be supplied]

If to the Interconnecting Transmission Owner:

[To be supplied]

If to the System Operator:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: _____ Fax: 413-540-4203

With a copy to:

Billing Department

ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

13.2 Billing and Payment

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

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner[To be supplied]

System Operator: ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department
One Sullivan Road
Holyoke, MA 01040-2841
Phone: _____ Fax: 413-540-4203

With a copy to:

Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

13.3 Alternative Forms of Notice

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

If to the Interconnection Customer:

Phone: _____ Fax: _____

E-mail: _____

If to the Interconnecting Transmission Owner:

Phone: _____ Fax: _____

E-mail: _____

If to the System Operator:

Phone: _____ Fax: 413-540-4203

E-mail: geninterconn@iso-ne.com

With a copy to:

Billing Department

Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

[To be supplied]

Interconnecting Transmission Owner's Operating Representative:

[To be supplied]

System Operator's Operating Representative:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: _____ Fax: (413) 540-4203

E-mail: geninterconn@iso-ne.com

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

13.5 Changes to the Notice Information

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

Article 14. Signatures

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

***[Insert name of]*(Interconnecting Transmission Owner)**

Name: _____

Title: _____

Date: _____

***[Insert name of]*(Interconnection Customer)**

Name: _____

Title: _____

Date: _____

ISO New England Inc (System Operator)

Name: _____

Title: _____

Date: _____

ATTACHMENTS TO SGIA

Attachment 1	Glossary of Terms
Attachment 2	Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment
Attachment 3	One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment and Upgrades
Attachment 4	Milestones
Attachment 5	Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs
Attachment 6	Interconnecting Transmission Owner's Description of its Upgrades, and Best Estimates of Upgrade Costs
Attachment 7	Commercial Operation Date

Glossary of Terms

Administered Transmission System – The PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Affected Party– The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affected System – Any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affiliate – With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Standards – The requirements and guidelines of NERC, NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Systems.

At-Risk Expenditure – Money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (1) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and survey, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case – Base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists provided by System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements; such databases and lists shall include all generation projects and transmission projects, ~~including merchant transmission projects~~ that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. Base Cases also include data provided by the Interconnection Customer, where applicable, to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

Business Day – Monday through Friday, excluding Federal Holidays.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) – The criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the ~~Generating Facility~~ Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intrazonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) – That portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) -- (i) In the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the

System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 1.6.4.3 of the Small Generator Interconnection Procedures (“SGIP”), the total megawatt amount determined pursuant to the hierarchy established in Section 1.6.4.3. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) – The study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) -- The Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Commercial Operation – The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date – The date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.

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

Distribution System – The Interconnecting Transmission Owner’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators

or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Interconnecting Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility – The Interconnection Customer’s device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

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

Initial Synchronization Date – The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date – The date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner – A Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnection Customer – Any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Small Generating Facility with the Administered Transmission System under the Standard Small Generator Interconnection Procedures.

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

Interconnection Facilities Study – A study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner’s Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5 of the Standard Small Generator Interconnection Procedures.

Interconnection Facilities Study Agreement – The form of agreement contained in Attachment 8 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study – A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the

Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

Interconnection Feasibility Study Agreement – The form of agreement contained in Attachment 6 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request – The Interconnection Request (a) shall mean an Interconnection Customer's request, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP; (iii) make a modification to the operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected to the Administered Transmission System; (iv) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service – The service provided by the System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Small Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study – Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Small Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement – Any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, and the Interconnection Facilities Study Agreement attached to the Standard Small Generator Interconnection Procedures.

Interconnection System Impact Study – An engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Small Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and 3.4.

Interconnection System Impact Study Agreement – The form of agreement contained in Attachment 7 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

Network Capability Interconnection Standard (“NC Interconnection Standard”)– The minimum criteria required to permit the Interconnection Customer to interconnect [a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#) in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the ~~Generating Facility~~ [Generating Facility seeking Network](#)

[Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service](#), as detailed in the ISO New England Planning Procedures.

Network Resource (“NR”) – The portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability (“NR Capability”) – The maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 1.6.4.4 of this SGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 1.6.4.4.

Network Resource Interconnection Service (“NR Interconnection Service”) – The Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades – Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Administered Transmission System to accommodate the interconnection of the Small Generating Facility with the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

Notice of Dispute – A written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

Operating Requirements – Any operating and technical requirements that may be applicable due to System Operator or the Interconnecting Transmission Owner’s requirements, including those set forth in

the Small Generator Interconnection Agreement, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

Party– The System Operator, Interconnecting Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Administered Transmission System.

Queue Position -- The order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of [Interconnection](#) [interconnection Requests](#)~~requests, requests~~ for [Generating Facilities](#), Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. ~~For purposes of the SGIP, r~~References to a “higher-queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

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

Small Generating Facility – A Generating Facility having a maximum gross capability at or above zero degrees F of 20 MW or less.

Stand Alone Network Upgrades – Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement.

Tariff – The System Operator’s or Affected System’s Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

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

Upgrades – The required additions and modifications to the Administered Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

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

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Interconnecting Transmission Owner. The Interconnecting Transmission Owner will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

I. DESCRIPTION OF MAJOR COMPONENTS

A. Small Generating Facility

(1) Description of Small Generating Facility.

[insert]

(2) The Small Generating Facility shall receive:

___ Network Resource Interconnection Service for the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer, and [insert gross and net at or above 0 degrees F] MW for Winter.

___ Capacity Network Resource Interconnection Service for: (a)(i) the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer and [insert gross and net at or above 0 degrees F] MW for Winter; and (ii) the CNR Capability at [insert net] MW for Summer and [insert net] MW for Winter, which shall not exceed [insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter]. The CNR Capability shall be the amount

of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff and, if applicable, as specified in filings by the System Operator with the Commission pursuant to Section III.13 of the Tariff.

- (3) Detailed Description of Small Generating Facility and Generator Step-Up Transformer, if applicable:

Generator Data	
Number of Generators	
Manufacturer	
Model	
Designation of Generator(s)	
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
Generator Ratings	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	
Station Service Load For Each Unit	
Overexcited Reactive Power at Rated MVA and Rated Power Factor	
Underexcited Reactive Power at Rated MVA and Rated Power Factor	

Generator Short Circuit and Stability Data	
Generator MVA rating	
Generator AC Resistance	
Subtransient Reactance (saturated)	
Subtransient Reactance (unsaturated)	
Transient Reactance (saturated)	
Negative sequence reactance	
Transformer Data	
Number of units	
Self Cooled Rating	
Maximum Rating	
Winding Connection (LV/LV/HV)	
Fixed Taps	
Z1 primary to secondary at self cooled rating	
Z1 primary to tertiary at self cooled rating	
Z1 secondary to tertiary at self cooled rating	
Positive Sequence X/R ratio primary to secondary	
Z0 primary to secondary at self cooled rating	
Z0 primary to tertiary at self cooled rating	
Z0 secondary to tertiary at self cooled rating	
Zero Sequence X/R ratio primary to	

tertiary	
----------	--

B. Interconnection Facilities

[insert]

C. Metering Equipment

[insert]

D. Other Components

[insert]

II. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION AND MAINTENANCE

A. Point of Change of Ownership; Point of Interconnection

[insert]

B. Description of Responsibilities

[insert]

III. PRICING ESTIMATES

A. Interconnection Facilities

[insert]

B. Metering Equipment

[insert]

C. Operation and Maintenance

[insert]

Attachment 3

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

[insert]

Milestones

- 1. Milestones and Other Requirements:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the SGIP and this SGIA. The referenced section of the SGIP or article of the SGIA should be reviewed to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Submit updated data “as purchased”	Interconnection Customer	No later than 180 Calendar Days prior to Initial Synchronization Date	
2	Submit supplemental and/or updated data “as built/as-tested”	Interconnection Customer	Prior to Commercial Operation Date	
3	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone #3 below and ending when the entire Small Generating	

			Facility and all required Interconnection Facilities and Network Upgrades are in place	
4	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facility	Interconnection Customer	If requested, within 120 Calendar Days after Commercial Operation date	

2. Milestones Applicable If Facilities Study Has Been Waived by Interconnection Customer:

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Siting approval for the Generating Facility and Interconnection Facilities	Interconnection Customer	As agreed to by the Parties	SGIP § 3.4.5(i)
2	Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner	Interconnection Customer	As agreed to by the Parties	SGIP § 3.4.5(ii)
3	Commit to the	Interconnection	As agreed to by	SGIP § 3.4.5(iii)

	ordering of long lead time material for Interconnection Facilities and system upgrades	Customer	the Parties	
4	In-Service Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	
5	Initial Synchronization Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.5(iv)
6	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.5(v)

3. Milestones Applicable Solely for CNR Interconnection Service. In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service:

Item #	Milestone	Responsible Party	Date	SGIP/SGIA Reference
1	Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		1.7.1.3(i)
2	Participate in a CNR Group Study	Interconnection		1.7.1.3(ii)

		Customer; System Operator		
3	Qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer		1.7.1.3(iii)
4	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction, Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation	System Operator		1.7.1.3(iv)

**Additional Operating Requirements for the
New England Transmission System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Interconnecting Transmission Owner shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the New England Transmission System.

I. OPERATING REQUIREMENTS

[Insert]

**Interconnecting Transmission Owner's
Description of its Upgrades
and Best Estimate of Upgrade Costs**

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

I. DESCRIPTION OF UPGRADES

A. Distribution Upgrades

[Insert]

B. Network Upgrades

[Insert]

(1) Stand Alone Network Upgrades

(2) Other Network Upgrades

C. Affected System Upgrades

[Insert]

D. Contingency Upgrades

(1) Long Lead Facility-Related Upgrades. The Interconnection Customer's Small Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer

shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[insert list of upgrades]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this SGIA in accordance with Article 7, and the System Operator will initiate all necessary steps to terminate this SGIA, in accordance with Article 3.

(2) Other Contingency Upgrades. *[e.g., list of upgrades associated with higher queued Interconnection Requests with SGIA's prior to this SGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Small Generating Facility.]*

E. Post-Forward Capacity Auction Re-study Upgrade Obligations.

[Insert any changes in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation in accordance with the Tariff.]

Commercial Operation Date

This Attachment 7 is a part of the SGIA between System Operator, Interconnecting Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Re: _____ Small Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. ____.
This letter confirms that [Interconnection Customer] commenced commercial operation of Unit No. ____ at the Small Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

SCHEDULE 25

ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION PROCEDURES

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APPENDIX 6 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

SECTION I. DEFINITIONS.

The definitions contained in this section are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in this Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under this Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England Control Area.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

Base Case shall have the meaning specified in Section 2.3.

Base Case Data shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Import Capability (“CNI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the aggregate highest megawatt amount of Capacity Supply Obligation obtained by the Import

Capacity Resource(s) associated with the External Elective Transmission Upgrade in accordance with Section III.13 of the Tariff. The Capacity Network Import Capability shall be the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Capacity Capability Interconnection Standard and shall not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures.

Capacity Network Import Interconnection Service (“CNI Interconnection Service”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Commercial Operation shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

Commercial Operation Date shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Elective Transmission Upgrade ("ETU") shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which the Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

Elective Transmission Upgrade Interconnection Agreement ("ETU IA") shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer’s Interconnection Facilities.

Engineering & Procurement (“E&P”) Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

External Elective Transmission Upgrade (“External ETU”) shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

Generating Facility is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities.

Interconnecting Transmission Owner shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

Interconnecting Transmission Owner’s Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner’s Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Elective Transmission Upgrade with the

Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, the scope of which is described in Section 6 of the Elective Transmission Upgrade Interconnection Procedures. The

Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Elective Transmission Upgrade Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; or (iii) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System. Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

Interconnection Service shall mean the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional

Interconnection Study described in the Elective Transmission Upgrade Interconnection Procedures.
Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to Elective Transmission Upgrade Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection of an Elective Transmission Upgrade on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Elective Transmission Upgrade were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Elective Transmission Upgrade Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection System Impact Study.

Internal Elective Transmission Upgrade (“Internal ETU”) shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

IRS shall mean the Internal Revenue Service.

Long Lead Time Facility (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected

or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively,

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

Material Modification shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard (“NC Interconnection Standard”) shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Import Capability (“NI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Network Capability Interconnection Standard and shall be for an amount not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures. The Network Import Capability shall be equal to or greater than the Capacity Network Import Capability.

Network Import Interconnection Service (“NI Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued" Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange

information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property where the Elective Transmission Upgrade's terminal locations will be located at the Point of Interconnection within the New England Control Area.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

Trial Operation Date shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.

2.1 Application of Elective Transmission Upgrade Interconnection Procedures.

The ETU IP and ETU IA shall apply to Interconnection Requests pertaining to Elective Transmission Upgrades. Except as expressly provided in the ETU IP and ETU IA, nothing in the ETU IP or ETU IA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

2.2. Comparability.

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this ETU IP. The System Operator and Interconnecting Transmission Owner will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the ETU is owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

2.3 Base Case Data.

System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall provide Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists upon request to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator is permitted to require that the third party consultant or non-market affiliate sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information. To the extent that any applicable information is not covered by any applicable

confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer. Such databases and lists, hereinafter referred to as Base Cases, shall include all generation and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

2.4 No Applicability to Transmission Service.

Nothing in this ETU IP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

2.5 Treatment of Elective Transmission Upgrades for Transmission, Operations, and Scheduling Purposes.

All ETUs must be categorized as PTF, Non-PTF, MTF or OTF. External ETUs will be treated for transmission, operations and scheduling purposes by the System Operator in a manner consistent with similarly situated PTF, Non-PTF, MTF or OTF under the Tariff. Internal ETUs will be operated and scheduled by the System Operator without recognition of physical transmission rights.

2.6 Time Requirements.

Parties that must perform a specific obligation under a provision of the ETU IP or ETU IA within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.3.1. The Interconnection Customer shall submit a separate

Interconnection Request(s) for each Elective Transmission Upgrade of a: (a) specific technology to be interconnected at a designated Point of Interconnection for a specific capability; or (b) specific objective to facilitate the operation of specific Generating Facility(ies), including achieving CNR Interconnection Service, to increase transfer capability between two specific endpoints, or another specific and clearly defined discrete objective that the ISO, at its sole discretion, determines that it is appropriate to propose in a single Interconnection Request. The Interconnection Customer must comply with the requirements specified in Section 3.3.1 for each Interconnection Request even when more than one request is submitted.

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.2 Type of Interconnection Services and Long Lead Time Facility Treatment.

Interconnection Service for all Elective Transmission Upgrades is the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include CNI Interconnection Service or NI Interconnection Service. An External ETU Merchant Transmission Facility or Other Transmission Facility is a controllable facility if it employs technology that, in the judgment of the System Operator, enables full control over the direction and amount of power flow on the Elective Transmission Upgrade without adjusting the dispatch of resources within or outside of the New England

Control Area, and can be scheduled, curtailed and operated independently from any other interface that interconnects the New England Control Area with another Control Area.

An External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility seeking to import capacity and/or energy into the New England Control Area must select either CNI Interconnection Service or NI Interconnection Service at the time the Interconnection Request is submitted, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNI Interconnection Service shall obtain NI Interconnection Service up to the NI Capability upon completion of all requirements for NI Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNI Interconnection Service, the Interconnection Customer shall also receive CNI Interconnection Service for CNI Capability. An Interconnection Customer that meets the requirements to obtain NI Interconnection Service shall receive NI Interconnection Service for the Interconnection Customer's NI Capability. At the time the Interconnection Request is submitted, the Interconnection Customer may also request Long Lead Facility treatment in accordance with Section 3.2.3.

Interconnection Studies for Elective Transmission Upgrades shall assure that the Interconnection Customer's Elective Transmission Upgrade interconnects to the Administered Transmission System consistent with the objectives specified in the ETU Interconnection Request and in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Elective Transmission Upgrade.

3.2.1 Capacity Network Import Interconnection Service.

3.2.1.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to

enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNI Capability or as otherwise provided in the Tariff.

3.2.1.2 The Studies.

All Interconnection Studies for CNI Interconnection Service shall assure that the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the facility. The CNR Group Study for CNI Interconnection Service shall assure that the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.1.3 Milestones for Capacity Network Import Interconnection Service.

In addition to the requirements set forth in this ETU IP, an Interconnection Customer with an Interconnection Request for CNI Interconnection Service or its counterparty (i.e., Import Capacity Resource) as required shall complete the following milestones prior to receiving CNI Interconnection Service for the CNI Capability, such milestones to be specified in Appendix B of the ETU IA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of the ETU IP) in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Elective Transmission Upgrade's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the

Interconnection Customer's counterparty received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study has been completed, the completed Interconnection Study shall be subject to re-study, in accordance with the re-study provisions in this ETU IP. If an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If an ETU IA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this ETU IP shall be subject to re-study. The Appendices to the ETU IA shall be amended (pursuant to Article 30 of the ETU IA) to reflect CNI Capability and the results of the re-study.

3.2.2 Network Import Interconnection Service.

3.2.2.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect a controllable Merchant Transmission Facility or Other Transmission Facility External ETU under the NC Interconnection Standard. Notwithstanding the above, the portion of a controllable Merchant Transmission Facility or Other Transmission Facility External ETU that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource's participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

3.2.2.2 The Studies.

The Interconnection Studies for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall assure that the Interconnection Customer's External ETU satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain

in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.2.3 Milestones for Network Import Interconnection Service.

An Interconnection Customer with an Interconnection Request for NI Interconnection Service shall complete the requirements in this ETU IP prior to receiving NI Interconnection Service.

3.2.3 Long Lead Time Facility Treatment.

3.2.3.1 Treatment of Long Lead Facility.

Long Lead Facilities receive the treatment described herein in connection with the associated request of the Interconnection Customer for CNR Interconnection Service for its Large Generating Facility or CNI Interconnection Service for its External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility. Long Lead Facility treatment provides for the Interconnection Customer's Generating Facility or controllable Merchant Transmission Facility or Other Transmission Facility External ETU, after the completion of the Interconnection System Impact Study, to be modeled in the Base Cases for the next CNR Group Study to determine whether the Long Lead Facility would have qualified or enabled the qualification of an Import Capacity Resource to participate in the Forward Capacity Auction associated with that CNR Group Study, in accordance with Section III.13.1.2 of the Tariff, but for the Long Lead Facility's development cycle (which shall include development of required transmission upgrades). If the Long Lead Facility is deemed to qualify or have enabled an associated Import Capacity Resource to qualify, the Long Lead Facility shall be included in the re-study pursuant to Section 3.2.1.3(iv) in order to determine the facilities and upgrades that would be necessary in order to accommodate the Interconnection Request of the Long Lead Facility, and for which costs the Interconnection Customer must be responsible. In order to maintain Long Lead Facility status, the Interconnection Customer must commit to the completion of these facilities and upgrades in time to allow the Long Lead Facility to achieve its Commercial Operation Date by the start of the associated Capacity Commitment Period. In addition, the Long Lead Facility will be treated as a New Generating Capacity Resource in the case of a Generating Facility or as if an Import Capacity Resource associated with the Long Lead Facility cleared in the case of an External ETU for the sole purpose of inclusion of the Long Lead Facility in the CNR Group Studies for the Forward Capacity Auctions that precede the Forward Capacity Auction for the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation. If an earlier-queued Generating Facility seeking CNR Interconnection Service or an Import Capacity Resource associated with an Elective Transmission

Upgrade that is seeking CNI Interconnection Service obtains a Capacity Supply Obligation in a Forward Capacity Auction prior to or simultaneous with the Forward Capacity Auction in which the Long Lead Facility or its contractual counterparty in the case of an Elective Transmission Upgrade obtains a Capacity Supply Obligation, the Long Lead Facility will be re-studied in order to determine whether any additional facilities and upgrades to those identified prior to the CNR Group Study must be completed, at the Interconnection Customer's cost, prior to its Commercial Operation Date. A Long Lead Facility's cost responsibility for the facilities necessary to accommodate the Interconnection Request shall not be impacted by a Generating Facility or an External ETU with a Queue Position lower than the Long Lead Facility or its counterparty in the case of an External ETU that clears in a Forward Capacity Auction, in accordance with Section III.13.2 of the Tariff, prior to the clearance of the Long Lead Facility.

3.2.3.2 Request for Long Lead Facility Treatment.

An Interconnection Customer requesting CNR Interconnection Service for its proposed Generating Facility or CNI Interconnection Service for its proposed controllable Merchant Transmission Facility or Other Transmission Facility External ETU, which the Interconnection Customer projects to have a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) may elect or request Long Lead Facility treatment in the following manner:

(a) An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service of 100 MW or more may elect Long Lead Facility treatment at the time the Interconnection Request is submitted, together with the critical path schedule and deposits required in Section 3.2.3.3.

(b) An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service under 100 MW may request Long Lead Facility treatment by submitting a written request to the System Operator for its review and approval, explaining why the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU cannot achieve Commercial Operation by the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for Long Lead Facility treatment is made), together with the critical path schedule and deposits required in Section 3.2.3.3. In reviewing the request, the System

Operator shall evaluate the feasibility of the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU achieving Commercial Operation to meet an earlier Capacity Commitment Period based on the information provided in the request and the critical path schedule submitted pursuant to Section 3.2.3.3, in a manner similar to that performed under Section III.13.3.2 of the Tariff. Within forty-five (45) Business Days after its receipt of the request for Long Lead Facility treatment, the System Operator shall notify the Interconnection Customer in writing whether the request has been granted or denied. If the System Operator determines that the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU can achieve a Commercial Operation Date prior to the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction, the Interconnection Customer's request shall be denied. The dispute resolution provisions of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU are not available for disputes or claims associated with the ISO's determination to deny an Interconnection Customer's request for Long Lead Facility treatment.

(c) An Interconnection Customer that did not request Long Lead Facility treatment at the time the Interconnection Request was submitted, may thereafter submit a request for treatment as a Long Lead Facility, together with the critical path schedule and deposits required in Section 3.2.3.3 and, if applicable, a request for an extension of the Commercial Operation Date specified in the Interconnection Request in accordance with Sections 4.4.4 and 4.4.5. A request for Long Lead Facility treatment that is submitted after the initial Interconnection Request will not be eligible to participate in any Forward Capacity Auction prior to the Forward Capacity Auction associated with the extended Commercial Operation Date. The Long Lead Facility will be modeled in the Base Cases for the CNR Study Group associated with the near term Forward Capacity Auction unless that CNR Study Group is underway, in which case the Long Lead Facility will be modeled in the next CNR Study Group.

3.2.3.3 Critical Path Schedule and Deposits for Long Lead Facility Treatment.

At the time an Interconnection Customer submits an election or request for Long Lead Facility treatment, the Interconnection Customer must submit, together with the request:

(1) **Critical Path Schedule.** A critical path schedule, in writing, for the Long Lead Facility (with a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the

Long Lead Facility is made) that meets the requirements set forth in Section III.13.1.1.2.2.2 of the Tariff. The Interconnection Customer must submit annually, in writing, an updated critical path schedule to the System Operator by the closing deadline of each New Capacity Show of Interest Submission Window that precedes the Forward Capacity Auction associated with the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation, prior to the inclusion of the Long Lead Facility in the Base Case for the CNR Group Study associated with the corresponding New Capacity Show of Interest Submission Window. With its annual update, for each critical path schedule milestone achieved since the submission of the previous critical path schedule update, the Interconnection Customer must include in the critical path update documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule.

(2) Long Lead Facility Deposits.

(a) Deposits. In addition to the deposits required elsewhere in the LGIP in the case of a Generating Facility or the ETUP IP for External ETU, at the time of its request for Long Lead Facility treatment, in accordance with Section 3.2.3.3, and by each deadline for which a New Generating Capacity Resource is required to provide financial assurance under Section III.13.1.9.1 of the Tariff, the Interconnection Customer must provide a separate deposit in the amount of $0.25 * (\text{Forward Capacity Auction Starting Price} / 2) * \text{requested CNR Capability or CNI Capability}$. For each calculation of the deposit, the System Operator shall use the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction at the time of that calculation, pursuant to Section III.13.2.4 of the Tariff, or the Forward Capacity Auction Starting Price for the previous Forward Capacity Auction in the case where the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction has not yet been calculated. The total amount of deposits shall not exceed the Non-Commercial Capacity Financial Assurance Amount that the Long Lead Facility would be required to provide if the Long Lead Facility or its counterparty cleared in the upcoming Forward Capacity Auction, in accordance with Section III.13.1.9.1 of the Tariff. The Long Lead Facility deposits will be fully refunded (with interest to be calculated in accordance with Section 3.6) (i) if the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within thirty (30) Calendar Days of the Scoping Meeting or of the completion of the System Impact Study (including restudy of the System Impact Study), pursuant to Section 7, or (ii) once the Long Lead Facility or its counterparty clears in a Forward Capacity Auction.

(b) Reductions. Ten (10) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) after the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear in the Forward Capacity Auction that follows the first Forward Capacity Auction for which the Long Lead Facility or its counterparty could qualify based on the Commercial Operation Date specified in the initial critical path schedule for the Long Lead Facility. An additional five (5) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) following each subsequent Forward Capacity Auction in which the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear such Forward Capacity Auction, not to exceed the maximum period allowed under Sections 3.3.1, 4.4.4 and 4.4.5. The non-refundable portions of the deposits shall be credited to the revenue requirements under Schedule 1 of Section IV of the Tariff.

3.2.3.4 Withdrawal and Refunds After Expenditures for Upgrades.

An Interconnection Customer that provides documentation in the critical path schedule update to be submitted in accordance with Section 3.2.3.3(1), showing expenditures of the required amounts for upgrades identified in the Interconnection Studies for the Long Lead Facility, may submit a withdrawal of the Interconnection Request for the Long Lead Facility, in accordance with Section 3.6, at any time up to thirty (30) Calendar Days, after the Long Lead Facility's or its counterparty's failure to clear in any Forward Capacity Auction. In such instance, the Interconnection Customer shall receive a refund from the System Operator of the Long Lead Facility deposits (with interest to be calculated in accordance with Section 3.6) as adjusted pursuant to 3.2.3.3(2), if appropriate, and from the Interconnecting Transmission Owner a refund of the payments for the upgrades that exceed the costs incurred by the Interconnecting Transmission Owner. If the Interconnection Customer withdraws only its election or request for Long Lead Facility treatment, such withdrawal will be considered a Material Modification and the Long Lead Facility will lose its Queue Position unless its withdrawal occurs within one of the thirty (30)-day periods described in Section 3.2.3.3(2) of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU.

3.2.3.5 Additional Requirements to Maintain Long Lead Facility Treatment.

An Interconnection Customer with a Long Lead Facility must begin payment as required by the transmission expenditure schedule for the transmission upgrade costs that have been identified in the pertinent Interconnection Studies. The Interconnection Request for CNI Interconnection Service shall be deemed withdrawn under Section 3.6 if the Interconnection Customer fails to comply with the requirements for Long Lead Facility treatment, including the milestones specified in Section 3.2.1.4. In this circumstance, the conditions specified in an Interconnection Agreement for a Generating Facility seeking CNR Interconnection Service or External ETU seeking CNI Interconnection Service that had an Interconnection Request of a Queue Position lower than the Long Lead Facility, but cleared (in the case of the Elective Transmission Upgrade, the Import Capacity Resource) in a Forward Capacity Auction prior to the Long Lead Facility, shall be removed.

3.2.3.6 Participation in Earlier Forward Capacity Auctions.

An Interconnection Customer with a Long Lead Facility may, without loss of Queue Position, elect to participate in an earlier Forward Capacity Auction than originally anticipated, but only if the election to accelerate is made to the System Operator in writing within thirty (30) Calendar Days of the Scoping Meeting or within thirty (30) Calendar Days of the completion of the System Impact Study (but before the Long Lead Facility and the results of the associated System Impact Study are incorporated into the Base Cases). Otherwise, such an election shall be considered a Material Modification.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following to the System Operator: (i) an initial deposit of \$50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.2, and (iv) demonstration of Site Control or a posting of an additional deposit of \$10,000 in lieu of Site Control for all Interconnection Request except those requesting CNI Interconnection Service, in which case Site Control is required. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification to existing Pool Transmission Facility that is not owned by the Interconnection Customer. The portions of the deposit of \$50,000 that have not been applied as provided in this Section 3.3.1 shall be refundable if (i) the

Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within ten (10) Business Days of the Scoping Meeting, or (ii) if the Interconnection Customer executes an ETU IA. Otherwise, any unused balance of the deposit of \$50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers with lower Queue Positions that are subject to re-study, as determined by the System Operator in accordance with the provisions of this ETU IP, as a result of the withdrawal of an Interconnection Request with a higher Queue Position.

The deposit of \$50,000 shall be applied toward the costs incurred by the System Operator associated with the Interconnection Request and Long Lead Facility treatment, as well as, the costs of the Interconnection Feasibility Study and/or the Interconnection System Impact Study, including the cost of developing the study agreements and their attachments, and the cost of developing the ETU IA.

If, in the case of a request that is not for CNI Interconnection Service, the Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.3.3 after submitting its Interconnection Request, the additional deposit of \$10,000 shall be refundable; otherwise, that deposit shall be applied as provided in Section 3.1, including, toward the costs of any Interconnection Studies pursuant to the Interconnection Request, the cost of developing the study agreement(s) and associated attachment(s), and the cost of developing the ETU IA.

The expected Trial Operation Date of the new Elective Transmission Upgrade, or the increase in capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System, or of the implementation of a Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless the Interconnection Customer demonstrates that such time required to actively engineer, permit and construct the new Elective Transmission Upgrade or increase in capability of the existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System or implement the Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System will take longer than the seven year period. Upon such demonstration, the Trial Operation Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as the Interconnection

Customer, System Operator, and Interconnecting Transmission Owner agree; such agreement shall not be unreasonably withheld.

Within sixty (60) days of submitting an Interconnection Request to the System Operator, the Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect. Notwithstanding any other provision in this ETU IP, if such evidence is not provided within a period not to exceed sixty (60) days, the Interconnection Request will immediately be deemed withdrawn.

3.3.2 Acknowledgment of Interconnection Request.

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement. With the System Operator's acknowledgement of a valid Interconnection Request, the System Operator shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2 or an Interconnection System Impact Study Agreement in the form of Appendix 3.

3.3.3 Deficiencies in Interconnection Request.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the System Operator shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6.

3.3.4 Scoping Meeting.

Within ten (10) Business Days after receipt of a valid Interconnection Request, System Operator shall establish a date agreeable to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, for a Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be (i) to discuss the estimated timeline for completing all applicable Interconnection Studies, and alternative interconnection options, (ii) to exchange pertinent information including any transmission data that would reasonably be expected to impact such interconnection options, (iii) to analyze such information, (iv) to determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. If a PSCAD model is required, the Parties shall discuss this at the Scoping Meeting.

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall notify the System Operator, in writing, (i) whether it wants the Interconnection Feasibility Study to be completed as a separate and distinct study or as part of the Interconnection System Impact Study; and (ii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.4 OASIS Posting.

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum net summer and winter megawatt electrical output; (ii) the location by county and state of the Point of Interconnection; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Trial Operation Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNI Interconnection Service or NI Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Elective Transmission Upgrade to be constructed (e.g.,

Internal ETU, External ETU, controllable, non-controllable); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an ETU IA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted ETU IA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Elective Transmission Upgrade's Trial Operation Date.

3.5 Coordination with Affected Systems.

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this ETU IP. The System Operator will include such Affected Parties in all meetings held with the Interconnection Customer as required by this ETU IP. The Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies).

The System Operator shall seek the cooperation of all Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Party(ies).

3.6 Withdrawal.

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting

Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this ETU IP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, if the Interconnection Customer wishes to dispute the withdrawal notice, the Interconnection Customer shall have fifteen (15) Business Days, unless otherwise provided elsewhere in this ETU IP, in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same. Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate the Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to System Operator's receipt of notice described above. The Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

The System Operator shall update the OASIS Queue Position posting. Except as otherwise provided elsewhere in this ETU IP, the System Operator and the Interconnecting Transmission Owner shall arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

SECTION 4. QUEUE POSITION.

4.1 General.

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.3.3, then System Operator shall assign Interconnection Customer a Queue Position based on the date the application form was originally filed. A Material Modification pursuant to Section 4.4.2 shall be treated in accordance with Section 4.4.

Except as otherwise provided in this Section 4.1, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study; and (iii) the cost responsibility for the facilities and upgrades necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed “earlier” in the queue in relation to another Interconnection Request that is lower queued.

4.1.1 Order of Interconnection Requests in the CNR Group Study.

Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Appendix A to the Interconnection Agreement for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

4.2 Reserved.

4.3 Transferability of Queue Position.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Elective Transmission Upgrade identified in the Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

4.4 Modifications.

The Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1 or 4.4.4, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party of such modifications.

A new Interconnection Request shall be required to: (1) increase the capability of an Elective Transmission Upgrade above that specified in an Interconnection Request, or an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission); (2) change from NI Interconnection Service to CNI Interconnection Service, in which case a new Interconnection Request for CNI Interconnection Service shall be required; or (3) change the objective specified in an Interconnection Request. Such new Interconnection Request will receive the lowest Queue Position available at the time the Interconnection Request is submitted for purposes of cost allocation and study analysis.

Notwithstanding the foregoing, an Interconnection Customer with an Interconnection Request for CNI Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years (or the years agreed to pursuant to Section 3.3.1 or Section 4.4.5) from the date of the original Interconnection Request for CNI Interconnection Service for an Import Capacity Resource(s) associated with its Elective Transmission Upgrade to clear the entire megawatt amount for which CNI Interconnection Service was requested. A new Interconnection Request

for CNI Interconnection Service will be required for the Elective Transmission Upgrade to enable the participation of an Import Capacity Resource in any subsequent auctions.

During the course of the Interconnection Studies, either the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and the Interconnecting Transmission Owner shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to System Operator, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent in the capability of the proposed project; (b) modifying the technical parameters associated with the Elective Transmission Upgrade technology or characteristics; and (c) modifying the interconnection configuration.

4.4.2 Prior to making any modification other than those specifically permitted by Sections 4.4.1 and 4.4.4, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at the Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.3 Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4, the System Operator in consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission Owner, or Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

4.4.4 Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator.

4.4.5 Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request relates or any extension of a duration that results in the Trial Operation Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless the Interconnection Customer demonstrates to the System Operator due diligence in pursuit of permitting, licensing and construction of the Elective Transmission Upgrade to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by the Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress, including the previous four (4) months. If the evidence demonstrates that the Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Trial Operation Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

SECTION 5. PROCEDURES FOR TRANSITION.

5.1 Queue Position for Pending Requests.

5.1.1 An Interconnection Customer with a request for Elective Transmission Upgrade submitted prior to February 16, 2015, shall be assigned a Queue Position pursuant to the following provisions.

5.1.1.1 If the Interconnection Customer's Elective Transmission Upgrade has received an approval pursuant to Section I.3.9 of the Tariff prior to February 16, 2015:

5.1.1.1.1 The Interconnection Request shall be assigned a Queue Position based on the date of the Elective Transmission Upgrade's approval pursuant to Section I.3.9 of the Tariff and shall be respected by all Interconnection Requests with a lower Queue Position than the Elective Transmission Upgrade's assigned Queue Position. The assigned Queue Position for an Interconnection Request of an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for NI Interconnection Service. Within sixty (60) days from February 16, 2015, the Interconnection Customer must: (a) proceed as directed in Section 8 of this ETU IP, and (b) submit a deposit of \$47,500 for the difference between the former Elective Transmission Upgrade application deposit (*i.e.*, \$ 2,500) and the new Elective Transmission Upgrade Interconnection Request deposit (*i.e.*, \$50,000) to be applied toward the costs of developing the ETU IA. Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request will be deemed withdrawn.

5.1.1.1.2 The Interconnection Request shall be assigned a placeholder to establish a separate Queue Position for CNI Interconnection Service if the Interconnection Customer proposing an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility submits a valid Interconnection Request for CNI Interconnection Service within sixty (60) days from February 16, 2015. The Interconnection Customer's Interconnection Request for CNI Interconnection Service may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. The placeholder for such Queue Position shall be at the bottom of the queue as of February 16, 2015, in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.1.2. Notwithstanding any other provision in this ETU IP, if a

valid Interconnection Request for CNI Interconnection Service is not submitted within a period not to exceed sixty (60) days from February 16, 2015, the placeholder Queue Position shall be deemed withdrawn.

5.1.1.2 If the Interconnection Customer's Elective Transmission Upgrade has not received an approval pursuant to Section I.3.9 of the Tariff prior to February 16, 2015:

5.1.1.2.1 An Interconnection Request with a System Impact Study Agreement that has been executed prior to February 16, 2015, and has been recognized by the System Operator as actively under study, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.1.2 and in relative order based on the date of the former Elective Transmission Upgrade application submitted pursuant to Section II.47.5 of the Tariff, with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.1. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer indicates in its updated Interconnection Request that it only seeks NI Interconnection Service. The System Impact Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the ETU IP in effect on February 16, 2015 (or as revised thereafter), including potential re-study to accommodate the revised queue. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall submit: (a) an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, completion of the System Impact Study, and (b) a deposit of \$250,000 minus any amounts already paid to the System Operator for estimated costs of the System Operator and the Interconnecting Transmission Owner to be applied toward the costs of the remaining study work and development of the ETU IA. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include in its updated Interconnection Request a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.

5.1.1.2.2 An Interconnection Customer with a System Impact Study Agreement that has been executed prior to February 16, 2015, but is not recognized by the System Operator as actively under study, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.2.1 and in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.2. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer indicates in its updated Interconnection Request that it only seeks NI Interconnection Service. The System Impact Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the ETU IP in effective on February 16, 2015 (or as revised thereafter), including potential re-study to accommodate the revised queue. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall submit: (a) an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, conduct of the System Impact Study, and (b) \$250,000 to be applied toward the costs of the System Impact Study and development of the ETU IA. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include in its updated Interconnection Request a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Notwithstanding any other provision in this ETU IA, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.

5.1.1.2.3 An Interconnection Customer that does not have an executed System Impact Study Agreement prior to February 16, 2015, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.2.2 and in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.3. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer provides written notification to the System Operator that it seeks only NI Interconnection

Service. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall: (a) submit an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, conduct of the Interconnection Studies, (b) submit a deposit of \$47,500 for the difference between the former Elective Transmission Upgrade application deposit (i.e., \$ 2,500) and the new Elective Transmission Upgrade Interconnection Request deposit (i.e., \$50,000) to be applied toward the costs of the Interconnection Studies and development of the ETU IA, and (c) proceed as directed in Section 6 of this ETU IP. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Interconnection Studies shall be processed in accordance with the version of the ETU IP in effective on February 16, 2015 (or as revised thereafter). Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.

5.2 Reserved.

5.3 New System Operator or Interconnecting Transmission Owner.

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this ETU IP shall be paid by or refunded to the Interconnection Customer, as appropriate. The System Operator shall coordinate with the successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft ETU IA to the Interconnection Customer but the Interconnection Customer has not either executed the ETU IA or

requested the filing of an unexecuted ETU IA with the Commission, unless otherwise provided, the Interconnection Customer must complete negotiations with the successor transmission owner.

SECTION 6. INTERCONNECTION FEASIBILITY STUDY.

6.1 Interconnection Feasibility Study Agreement.

The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study under this Section 6, or as part of the Interconnection System Impact Study under Section 7. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the System Operator's and Interconnecting Transmission Owner's receipt from the Interconnection Customer of its designation of the Point(s) of Interconnection and of the type of study to be performed pursuant to Section 3.3.4, System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than thirty (30) Calendar Days after its receipt of the Interconnection Feasibility Study Agreement, (a) the Interconnection Customer shall execute and deliver the agreement to System Operator and the Interconnecting Transmission Owner, (b) the Interconnection Customer shall also deliver the refundable deposit for the Interconnection Feasibility Study to the System Operator, and (c) the technical data called for in Appendix 1, Attachment B. The deposit for the study shall be 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall

issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold any amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection Feasibility Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment B. If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection Feasibility Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection Feasibility Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection Feasibility Study Agreement or deposit.

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to the Parties, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

6.2 Scope of Interconnection Feasibility Study.

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study does not require detailed model development.

The Interconnection Feasibility Study will consider the base case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNI Interconnection Service Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities, and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct the Interconnection Facilities and Network Upgrades; (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work for Interconnection Facilities and Network Upgrades. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.3 Interconnection Feasibility Study Procedures.

The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 6.1. At the request of the Interconnection Customer or at any

time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator with input from the Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow and short circuit databases for the Interconnection Feasibility Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

6.3.1 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

6.4 Re-Study.

If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-designation of the Point of Interconnection pursuant to Section 6.1, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take not longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the

Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement.

The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

SECTION 7. INTERCONNECTION SYSTEM IMPACT STUDY.

7.1 Interconnection System Impact Study Agreement.

If the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the Interconnection Feasibility Study results meeting, or subsequent to the Scoping Meeting within five (5) Business Days following the receipt of designation of the Point(s) of Interconnection and type of study to be performed pursuant to Section 3.3.4, if the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA.

7.2 Execution of Interconnection System Impact Study Agreement.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after its receipt along with a demonstration of Site Control and the technical data called for in Appendix 1, Attachment A, and the Interconnection Customer shall also deliver simultaneously a refundable deposit. An Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification of an existing Pool Transmission Facility that is not owned by the Interconnection Customer. The deposit for the study shall be the greater of 100 percent of the estimated cost of the study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the ETU IA. If the Interconnection Customer elects the deposit described in (ii) above, the System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection System Impact Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A; provided that if a PSCAD model was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting or the Interconnection Feasibility Study, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to each Party, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement or Interconnection System Impact Study depending on whether Interconnection Customer requested that the Interconnection Feasibility Study be completed as a separate and distinct study or as part of the Interconnection System Impact Study, as specified pursuant to Section 3.3.4, shall be the substitute.

7.3 Scope of Interconnection System Impact Study.

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the base case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNI Interconnection Service Interconnection Request

may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

7.4 Interconnection System Impact Study Procedures.

The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the

Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 7.2.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

7.5 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study.

Within five (5) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the ETU IA: (i) Siting process and approval schedule for the Elective Transmission Upgrade and Interconnection Facilities; (ii) Engineering of Interconnection Facilities and Elective Transmission

upgrade approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Trial Operation Date; and (v) Commercial Operation Date.

Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

7.6 Re-Study.

If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) re-designation of the Point of Interconnection pursuant to Section 7.2, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing.

Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

7.7 Operational Readiness.

The System Operator shall, as close to the Interconnection Customer's actual Trial Operation Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Elective Transmission Upgrade. The operational

analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System is remote and speculative.

SECTION 8. INTERCONNECTION FACILITIES STUDY.

8.1 Interconnection Facilities Study Agreement.

The Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that the Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an ETU IA in accordance with the requirements specified in Section 11.

If the Interconnection Customer waives the Interconnection Facilities Study, the Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Interconnection Facilities Study as described in Section 8.2 below.

The System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this ETU IP simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer.

The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA. Within three (3) Business Days following the Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty

(30) Calendar Days after its receipt, together with the required technical data and the refundable deposit for the Interconnection Facilities Study. In accordance with Section 8.3, the Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be the greater of twenty-five percent of the estimated cost of the study or \$250,000.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the ETU IA. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by the Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

8.3 Interconnection Facilities Study Procedures.

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- 20 percent good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if the Interconnection Customer requests a +/- 10 percent good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's

statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

8.4 Meeting with Parties.

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

8.5 Re-Study.

If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities

Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

SECTION 9. ENGINEERING & PROCUREMENT (“E&P”) AGREEMENT.

Prior to executing an ETU IA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party shall offer the Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party shall not be obligated to offer an E&P Agreement if the Interconnection Customer is in Dispute Resolution as a result of an allegation that the Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the ETU IP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer’s Queue Position or Trial Operation Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If the Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, the Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party shall refund the Interconnection Customer any amounts paid by the Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to the Interconnection Customer, in which event the Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

SECTION 10. OPTIONAL INTERCONNECTION STUDY.

10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study report and no later than five (5) Business Days after the study results meeting to review the report, the Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that the Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify the Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been

incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

10.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

10.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of the Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection

Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

10.4 Meeting with Parties.

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.

If the ETU IA for an Elective Transmission Upgrade is based on the results of an Optional Interconnection Study, the ETU IA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

SECTION 11. ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT (ETU IA).

11.1 Tender.

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that the Interconnection Customer has no comments on the draft Interconnection Facilities Study report or on the draft Interconnection System Impact Study report if the Interconnection Customer waived the Interconnection Facilities Study, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the ETU IA, the System Operator shall initiate the development of the ETU IA process within fifteen (15) Calendar Days after the comments are submitted or waived, by tendering to the Interconnection Customer a draft ETU IA, together with draft appendices completed by

the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft ETU IA shall be in the form of the System Operator's Commission-approved standard form ETU IA which is in Appendix 6 to Schedule 25. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form of ETU IA, including the appendices, in Appendix 6 of Schedule 25 that the Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator.

11.2 Negotiation.

Notwithstanding Section 11.1, at the request of the Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with the Interconnection Customer concerning the appendices to the ETU IA at any time after the Interconnection Facilities Study is complete or after the Interconnection System Impact Study is complete if the Interconnection Customer intends to waive the Interconnection Facilities Study. The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft ETU IA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft ETU IA pursuant to Section 11. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft ETU IA pursuant to Section 11.1 and request submission of the unexecuted ETU IA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted ETU IA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the ETU IA, requested filing of an unexecuted ETU IA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of by the System Operator of the draft ETU IA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer a final ETU IA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of ETU IA.

11.3.1 Evidence to be Provided by Interconnection Customer.

11.3.1.1 Site Control. Within fifteen (15) Business Days after receipt of the final ETU IA, the Interconnection Customer shall provide (A) to the System Operator, reasonable evidence of continued Site Control, or (B) to the Interconnecting Transmission Owner posting of \$250,000 non-refundable additional security, which shall be applied toward future construction costs. If multiple Interconnecting Transmission Owners, the \$250,000 non-refundable additional security shall be distributed evenly among them. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification of an existing Pool Transmission Facility that is not owned by the Interconnection Customer.

11.3.1.2 Development Milestones. Within fifteen (15) Business Days after receipt of the final ETU IA, the Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Elective Transmission Upgrade, to be elected by the Interconnection Customer, has been achieved: (i) the submission of filings for regulatory siting; (ii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Elective Transmission Upgrade; (iii) execution of an agreement regarding the use of the Elective Transmission Upgrade; (iv) application for environmental or land use permit.

At the same time, the Interconnection Customer shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement and either: (A) provide evidence of approvals for all Major Permits for the Elective Transmission Upgrade, as defined in Section III.13.1.1.2.2(a) of the Tariff, or (B) provide a refundable deposit to the Interconnecting Transmission Owner at execution of the ETU IA, of 20 percent of the total costs for the Interconnection Facilities and other upgrades identified in the Interconnection Studies or an E&P Agreement, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than 20 percent of the total upgrade costs, in which case the scheduled initial payment must instead be made at time of ETU IA execution. If the Interconnection Customer selects option (B) above, it shall also commit in the ETU IA to the achievement of: (i) milestones for the completion of Major Permit approvals, and (ii) in the case of a CNR Interconnection Request, milestones to align the ETU IA with the fulfillment of terms outlined in Section III.13 of the Tariff for participation in the Forward Capacity Market.

11.3.2 Execution and Filing of ETU IA. Within fifteen (15) Business Days after receipt of the final ETU IA, (i) the Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered ETU IA, and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) the Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an ETU IA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered ETU IA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted ETU IA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the ETU IA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to the Interconnection Customer under the ETU IA. An unexecuted ETU IA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted ETU IA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 25, the ETU IA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and the Interconnection Customer. If the Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific ETU IA, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of ETU IA in Appendix 6 or cannot otherwise agree to the terms and conditions of the ETU IA for such Elective Transmission Upgrade, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission

Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

11.3.3 The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this ETU IP and the standard form of ETU IA in Appendix 6 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or the Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the ETU IA, subject to modification by the Commission. Upon submission of an unexecuted ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted ETU IA, subject to modification by the Commission.

11.5 Other Regulatory Arrangements.

Prior to achieving Commercial Operation, the Elective Transmission Upgrade must be under the Operational Authority of the System Operator pursuant to a Transmission Operating Agreement and establish a schedule under the ISO OATT pursuant to which service will be offered over the Elective Transmission Upgrade.

SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.

12.1 Schedule.

The Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

12.2 Construction Sequencing.

12.2.1 General. In general, the Trial Operation Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer. An Interconnection Customer with an executed or unexecuted, but filed with the Commission, ETU IA, in order to maintain its Trial Operation Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Trial Operation Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the ETU IA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party has not refunded to the Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The

Interconnecting Transmission Owner or appropriate Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the ETU IA.

12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator. An Interconnection Customer with an ETU IA, in order to maintain its Trial Operation Date, may request that Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Trial Operation Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party any associated expediting costs.

12.2.4 Amended Interconnection System Impact Study. An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested Trial Operation Date. This amended study will include those transmission and Generating Facilities that are expected to be in service on or before the requested Trial Operation Date. The ETU IA will also be amended to reflect the results of the Amended Interconnection System Impact Study and any changes in obligations, including financial support, of the Parties.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the ETU IA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

13.1.2 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the ETU IP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

13.1.9 Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s(ies’) Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

13.1.11 The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

The System Operator and Interconnecting Transmission Owner, or any Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this ETU IP. The Party using the services of a subcontractor shall remain primarily liable to the Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this ETU IP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

13.3 Obligation for Study Costs.

The System Operator and the Interconnecting Transmission Owner shall charge, and the Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. The System Operator and Interconnecting Transmission Owner shall not be obligated to perform or continue to perform any studies unless the Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4, 8.3 or 10.3 that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request, which request will not be unreasonably denied,

that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition. In all cases, use of a third party consultant shall be in accord with Article 26 of the ETU IA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, the Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon the Interconnection Customer's request subject to the confidentiality provision in Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this ETU IP, Article 26 of the ETU IA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission. In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the ETU IA, the ETU IP, or their performance, such Party (the “Disputing Party”) shall provide the other Party(ies) with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party’s(ies’) receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the ETU IA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the ETU IP, the System Operator may terminate the Interconnection Request and the Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 25.

13.5.2 External Arbitration Procedures. Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

13.5.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the ETU IA and ETU IP and shall have no power to modify or change any provision of the ETU IA and ETU IP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

13.5.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

13.6 Local Furnishing Bonds.

13.6.1 Facilities Financed by Local Furnishing Bonds. This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this ETU IA and ETU IP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to the Interconnection Customer pursuant to this ETU IA and ETU IP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service. If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by the Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection

Request. The Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

APPENDICES TO ETU IP

APPENDIX 1 INTERCONNECTION REQUEST FOR ELECTIVE TRANSMISSION UPGRADE

APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 6 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

APPENDIX 1
INTERCONNECTION REQUEST
FOR ELECTIVE TRANSMISSION UPGRADE

The undersigned Interconnection Customer submits this request to interconnect its Elective Transmission Upgrade (“ETU”) to the Administered Transmission System under Schedule 25 – Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) of Section II to the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

PROJECT INFORMATION

Proposed Project Name: _____

1) Description of the ETU objective (select one of a, b, c, d, or e):

a. Addition of a specific technology:

i) Type of new facility (check all applicable):

DC AC controllable non-controllable Other (Explain):

ii) Address(es) or Location(s) of the ETU (including Town/City, County & State or a map detailing such information):

iii) Location(s) of the proposed Point(s) of Interconnection and associated terminals:

iv) Transmission transfer capability, including:

(1) Energy transfer capability and direction(s) of flow

(2) Capacity transfer capability and direction(s) of flow

(3) Other:

v) Indicate whether the study should consider:

(1) Both directions of flow

(2) One direction of flow only

(3) Explain:

b. _____ Modification to existing PTF, MTF or OTF that is part of or interconnected to the Administered Transmission System. Explain.

c. _____ Specific performance objective associated with specific Generating Facility(ies)/resources:

i) Identify Generating Facility(ies)/resources, including Queue Positions:

ii) Identify the specific performance goals/objectives of the ETU (e.g., energy integration):

d. Increase in transfer capability between points, including:

i) Transfer points (from/to)

ii) Energy transfer capability increase and direction(s) of flow

iii) Capacity transfer capability increase and direction(s) of flow

iv) Other

e. Other specific and clearly described discrete objective:

2) Projected Dates:

a. Commercial Operation: _____

b. Trial Operation: _____

c. In-Service: _____

3) This request is for (check either Internal ETU or External ETU options):

a. An Internal ETU (check one of i or ii):

i) The interconnection of proposed new (check one):

(1) PTF;

(2) OTF or MTF.

ii) A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (check one):

(1) existing internal PTF;

(2) existing internal MTF or OTF that is interconnected to the Administered Transmission System.

b. An External ETU (check i or ii or iii and specify the other Control Area interconnecting to _____)

i) The interconnection of proposed new (check one):

(1) PTF;

(2) OTF or MTF.

ii) A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (check one):

(1) existing external PTF

(2) existing external MTF or OTF.

iii) A change from NI Interconnection Service to CNI Interconnection Service for a controllable MTF or OTF (no physical change to facilities).

4) For External controllable OTF or MTF in the importing direction, applicant requests (check one):

a. NI Interconnection Service (i.e., energy only): _____ MW

b. CNI Interconnection Service (i.e., capacity and energy): _____ MW

i) If CNI Interconnection Service, does the Interconnection Customer request Long Lead Facility treatment? Yes or No

If yes, provide to ISO-NE, together with this Interconnection Request, the Long Lead Facility deposit and other required information as specified in Section 3.2.3 of the ETU IP, including a justification for Long Lead Facility treatment.

5) Evidence of Site Control (check one):

a. If for CNI Interconnection Service, Site Control is included with this Interconnection Request form, as required.

b. If for NI Interconnection Service (check one):

i) Site Control is provided with this Interconnection Request form.

ii) In lieu of evidence of Site Control, a \$10,000 deposit is provided with this Interconnection Request form (refundable within the cure period as described in Section 3.3.3 of the ETU IP).

iii) Site Control is not provided because the proposed modification is either: a) to existing MTF, OTF or PTF and by checking this option, the Interconnection Customer certifies that the proposed modification does not require additional real property, or b) to PTF and the Interconnection Customer does not own such PTF.

6) This Interconnection Customer requests (check one):

a. A Feasibility Study to be completed as a separate and distinct study, or

b. A System Impact Study with the Feasibility Study to be performed as the first step of the study.

c. If seeking CNI Interconnection Service, does the Interconnection Customer request a preliminary non-binding, analysis to identify potential upgrades that may be necessary to qualify resources for participation in a Forward Capacity Auction? Yes or No

Note: The above selection of a or b is not required as part of the initial Interconnection Request; however, the Interconnection Customer shall select either option and may revise this selection up to within five (5) Business Days following the Scoping Meeting.

7) The ETU technical data specified within the applicable attachment to this form (check one):

- a. Is included with the submittal of this Interconnection Request.**
 - b. Will be provided on or before the execution and return of the Feasibility Study Agreement (Attachment B) or the System Impact Study Agreement (Attachment A), as applicable.**
-
-

CUSTOMER INFORMATION

	<u>Interconnection Customer</u>	<u>Customer Representative</u>
<u>Company Name:</u>		
<u>Address: (PO Box)</u>		
<u>(Street)</u>		
<u>(City, State, ZIP)</u>		
<u>Phone:</u>		
<u>FAX:</u>		
<u>Email:</u>		

ISO Customer ID# (if available): _____

This Interconnection Request is submitted by:

Authorized Signature: _____ **Date:** _____

Name (type or print): _____

Title: _____

Company: _____

In order for an Interconnection Request to be considered a valid request, it must:

- (a) Be accompanied by a deposit of \$50,000.00, which may be refundable in accordance with Section 3.3.1 of the ETU IP;**

(b) For CNI Interconnection Service, include documentation demonstrating Site Control. If for NI Interconnection Service, demonstrate Site Control or post an additional deposit of \$10,000. If the Interconnection Customer with an Interconnection Request for NI Interconnection Service demonstrates Site Control within the cure period specified in Section 3.3.3 of the ETU IP, the additional deposit of \$10,000 shall be refundable (An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing PTF, MTF or OTF facility where the Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property);

(c) Include a detailed map (2 copies), such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;

(d) Include a one-line diagram of the facilities (2 copies);

(e) Include all information required on the Interconnection Request form; and

(f) Include the deposit and all information required for Long Lead Facility treatment, if such treatment is requested in accordance with Section 3.2.3 of the ETU IP.

In addition, within sixty (60) days of submitting an Interconnection Request to the System Operator, the Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect.

All Interconnection Requests must be sent to the System Operator by any of the following methods:

By Mail to:

ISO New England Inc.

1 Sullivan Road

Holyoke MA 01040-2841

Attention: Transmission Strategy & Services

By FAX to:

413 540-4203

Attention: Transmission Strategy & Services

By Email to:

IRTT@iso-ne.com

ISO New England Inc. Use

Date Elective Transmission Upgrade Request Received: _____

Received By: _____

Deficient **Date Cured: _____**

Date Deemed Valid Application: _____

Deemed Valid By: _____

Attachment A (page 1)
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Interconnection Request
Technical Data Required For
Interconnection System Impact Study

The technical data required below must be submitted no later than the date of execution of the System Impact Study Agreement pursuant to Section 7.2 of the ETU IP. Submit additional data sheets as necessary.

ELECTIVE TRANSMISSION UPGRADES:

GEOGRAPHIC MAP

Geographic map which clearly illustrates the location of the proposed Elective Transmission Upgrade facilities and which includes the location of the proposed Point(s) of Interconnection and a specific transmission line or transmission cable route if applicable.

ONE LINE DIAGRAM

Detailed one-line diagram of the proposed Elective Transmission Upgrades facilities showing the connectivity between all new proposed equipment (i.e., circuit breakers, instrument transformers, surge arresters, transformers, shunt-connected capacitor banks, shunt-connected reactors, dynamic reactive power supply systems, transmission lines, etc.) and the proposed bus configuration at the Point(s) of Interconnection. Equipment grounding configuration should be depicted on the one-line (i.e., for transformers show winding and grounding arrangement)

PROPOSED POINT(S) OF INTERCONNECTION

(include additional points as necessary)

Point of Interconnection A:

Voltage Level: _____ kV

Point of Interconnection B:

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Interconnection System Impact Study

<u>Voltage Level:</u> _____ <u>Kv</u>
<u>Point of Interconnection C:</u>
<u>Voltage Level:</u> _____ <u>kV</u>
<u>AC TRANSMISSION LINE DATA</u> <u><i>(include data for segments between the POI and converter station(s) as necessary)</i></u>
<u>Transmission line length:</u> _____ <u>Miles</u>
<u>AC transmission tower design illustrating tower type, conductor type, number of conductors per bundle, spacing of conductors within bundle, phase spacing between conductors or conductor bundles, and conductor or conductor bundle clearances.</u>
<u>Voltage level:</u> _____ <u>kV</u>
<u>Transmission line MVA base:</u> _____ <u>MVA</u>
<u>Positive sequence impedances on transmission line MVA base:</u> <u>R: _____ p.u. X: _____ p.u. B: _____ p.u.</u>
<u>Zero sequence impedances on transmission line MVA base):</u> <u>R: _____ p.u. X: _____ p.u. B: _____ p.u.</u>
<u>Line Rating:</u> <u>Normal/LTE/STE Rating _____ MVA / _____ MVA / _____ MVA</u>

Attachment A (page 3)
To Appendix 1
Interconnection Request
Technical Data Required For
Interconnection System Impact Study

TRANSFORMER DATA

(include data for converter station power transformer(s) as necessary)

Transformer Rating:

OA/FA/FOA Rating _____ MVA / _____ MVA / _____ MVA

Voltage Ratio: High-side/Low-side/Tertiary _____ kV / _____ kV / _____ kV

Winding Connections (Delta, Wye, or Wye-Grounded):

High-side Winding / Low-side Winding / Tertiary Winding _____ / _____ / _____

Fixed or Variable Taps:

Tap Range:

Two-Winding Transformer Impedances:

Positive Sequence Impedance on transformer OA MVA base: _____ % _____ X/R

Zero Sequence Impedance on transformer OA MVA base: _____ % _____ X/R

Three-Winding Transformer Impedances:

Positive Sequence Impedance on transformer OA MVA base

Z1_{H-L} (on self-cooled MVA rating) _____ %, X/R

Z1_{H-T} (on self-cooled MVA rating) _____ %, X/R

Z1_{L-T} (on self-cooled MVA rating) _____ %, X/R

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Zero Sequence Impedance on transformer OA MVA base

Z0_{H-L} (on self-cooled MVA rating) _____ %, X/R _____

Z0_{H-T} (on self-cooled MVA rating) _____ %, X/R _____

Z0_{L-T} (on self-cooled MVA rating) _____ %, X/R _____

FIXED OR SWITCHED SHUNT CAPACITOR BANK DATA

Capacitor Bank Rating: _____ MVA_r

Positive sequence susceptance on capacitor bank rating base: B: _____ p.u.

Zero sequence susceptance on capacitor bank rating base: B: _____ p.u.

FIXED OR SWITCHED SHUNT REACTOR DATA

Nameplate Reactor Rating: _____ MVA_r

Positive sequence susceptance on reactor rating base: B: _____ p.u.

Zero sequence susceptance on reactor rating base: B: _____ p.u.

DYNAMIC SHUNT REACTIVE SUPPLY SYSTEM

Device Type (i.e., SVC, STATCOM, etc.):

Reactive power supply reference point:

Maximum leading reactive power supply capability: _____ MVA_r

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<u>Maximum lagging reactive power supply capability: _____ MVA_r</u>
<u>DC TRANSMISSION SYSTEMS (LINE-COMMUTATED CONVERTER TECHNOLOGY)</u>
<u>Nameplate power transmission capacity: _____ MW _____ MVA</u>
<u>Minimum power transmission capacity: _____ MW</u>
<u>Maximum power transmission ramp rate: _____ MW/min</u>
<u>Point-to-point or back-to-back transmission:</u>
<u>Monopolar or bipolar transmission configuration:</u>
<u>Unidirectional or bidirectional power transmission:</u> <u>(identify rectifier station for detail to be submitted below):</u>
<u>Rated DC voltage: _____ kV</u>
<u>Rated DC current: _____ A</u>
<u>Power controlling converter station and real power reference location:</u>
<u>Converter station losses (including auxiliary power demand) at nameplate power:</u> <u>Rectifier: _____ kW Inverter: _____ kW</u>
<u>Transmission line or cable losses at nameplate power: _____ kW</u>
<u>Nominal rectifier firing angle (alpha): _____ deg</u>
<u>Nominal inverter extinction angle (gamma): _____ deg</u>

Attachment A (page 6)
To Appendix 1
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<p><u>Converter station total reactive power supply (including filtering system) at nameplate active power:</u></p> <p>Rectifier: _____ MVar Inverter: _____ MVar</p>
<p><u>Number of switched filter or reactive power supply devices:</u></p> <p>Rectifier: _____ Inverter: _____</p>
<p><u>Size of largest switched filter or reactive power supply device:</u></p> <p>Rectifier: _____ MVar Inverter: _____ MVar</p>
<p><u>DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.</u></p>
<p><u>DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.</u></p>
<p><u>Pole conductor resistance at maximum operating temperature: _____ ohms</u></p>
<p><u>DMNR conductor resistance at maximum operating temperature : _____ ohms</u></p>
<p style="text-align: center;"><u>DC TRANSMISSION SYSTEMS (VOLTAGE SOURCE CONVERTER TECHNOLOGY)</u></p>
<p><u>Nameplate power transmission capacity: _____ MW _____ MVA</u></p>
<p><u>Point-to-point or back-to-back transmission:</u></p>

Attachment A (page 7)
To Appendix 1
Interconnection Request
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<u>Transmission configuration (i.e., mono-pole, bi-pole or other):</u>
<u>Unidirectional or bidirectional power transmission:</u> <u>(identify rectifier station for detail to be submitted below):</u>
<u>Maximum power transmission ramp rate: _____ MW/min</u>
<u>Rated DC voltage: _____ kV</u>
<u>Rated DC current: _____ A</u>
<u>Real power controlling converter and reference location:</u>
<u>Converter station losses (including auxiliary power demand) at nameplate power: _____ kW</u>
<u>Transmission line or cable losses at nameplate power: _____ kW</u>
<u>Passive filter size:</u> <u>Rectifier: _____ Fixed: _____ MVar Switched at de-block: _____ MVar</u> <u>Inverter: _____ Fixed: _____ MVar Switched at de-block: _____ MVar</u>
<u>Maximum converter station leading reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:</u> <u>Rectifier: _____ MVar Inverter: _____ MVar</u>

Attachment A (page 8)
To Appendix 1
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Interconnection System Impact Study

Maximum converter station lagging reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:

Rectifier: _____ MVar Inverter: _____ MVar

Provide reactive capability curve.

DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.

DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.

Pole conductor resistance at maximum operating temperature: _____ ohms

POWER SYSTEM SIMULATION MODELS

Update and delivery of all necessary, fully-functioning, non-proprietary or non-confidential, PSS/E models required for accurate steady-state, dynamic, and short-circuit simulation of the proposed Elective Transmission Upgrade facilities operation and performance within the bulk power system.

OTHER TRANSMISSION FACILITY DATA

System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Facilities Study.

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

Attachment B (page 1)
To Appendix 1
Interconnection Request
Technical Data Required For
Interconnection Feasibility Study

The technical data required below must be submitted no later than the date of execution of the Feasibility Study Agreement pursuant to Section 6.1 of the ETU IP. Submit additional data sheets as necessary.

ELECTIVE TRANSMISSION UPGRADES:

GEOGRAPHIC MAP

Geographic map which clearly illustrates the location of the proposed Elective Transmission Upgrade facilities and which includes the location of the proposed Point(s) of Interconnection and a conceptual transmission line or transmission cable route if applicable.

ONE LINE DIAGRAM

Conceptual one-line diagram of the proposed Elective Transmission Upgrades facilities showing the connectivity between all new proposed equipment (i.e., circuit breakers, transformers, shunt-connected capacitor banks, shunt-connected reactors, dynamic reactive power supply systems, transmission lines, etc.) and the proposed bus configuration at the Point(s) of Interconnection.

PROPOSED POINT(S) OF INTERCONNECTION

(include additional points as necessary)

Point of Interconnection A:

Voltage Level: _____ kV

Point of Interconnection B:

Voltage Level: _____ kV

Attachment B (page 2)
To Appendix 1
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Interconnection Feasibility Study

<u>Point of Interconnection C:</u>
<u>Voltage Level: _____ kV</u>
<u>AC TRANSMISSION LINE DATA</u> <i><u>(include data for segments between the POI and converter station(s) as necessary)</u></i>
<u>Estimated transmission line length: _____ Miles</u>
<u>Conceptual AC transmission tower design illustrating tower type, conductor type, number of conductors per bundle, spacing of conductors within bundle, phase spacing between conductors or conductor bundle spacing, and conductor or conductor bundle clearances.</u>
<u>Voltage level: _____ kV</u>
<u>Transmission line MVA base: _____ MVA</u>
<u>Estimated positive sequence impedances on transmission line MVA base:</u> R: _____ p.u. X: _____ p.u. B: _____ p.u.
<u>Estimated zero sequence impedances on transmission line MVA base):</u> R: _____ p.u. X: _____ p.u. B: _____ p.u.
<u>Line Rating:</u> <u>Normal/LTE/STE Rating _____ MVA / _____ MVA / _____ MVA</u>

TRANSFORMER DATA

(include data for converter station power transformer(s) as necessary)

Estimated Transformer Rating:

OA/FA/FOA Rating _____ MVA / _____ MVA / _____ MVA

Voltage Ratio: High-side/Low-side/Tertiary _____ kV / _____ kV / _____ kV

Winding Connections (Delta, Wye, or Wye-Grounded):

High-side Winding / Low-side Winding / Tertiary Winding _____ / _____ / _____

Fixed or Variable Taps:

Estimated Tap Range:

Estimated Two-Winding Transformer Impedances:

Positive Sequence Impedance on transformer OA MVA base: _____ % _____ X/R

Zero Sequence Impedance on transformer OA MVA base: _____ % _____ X/R

Estimated Three-Winding Transformer Impedances:

Positive Sequence Impedance on transformer OA MVA base

$Z1_{H-L}$ (on self-cooled MVA rating) _____ %, X/R

$Z1_{H-T}$ (on self-cooled MVA rating) _____ %, X/R

$Z1_{L-T}$ (on self-cooled MVA rating) _____ %, X/R

Attachment B (page 4)
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Zero Sequence Impedance on transformer OA MVA base

Z₀_{H-L} (on self-cooled MVA rating) _____ %, X/R _____

Z₀_{H-T} (on self-cooled MVA rating) _____ %, X/R _____

Z₀_{L-T} (on self-cooled MVA rating) _____ %, X/R _____

FIXED OR SWITCHED SHUNT CAPACITOR BANK DATA

Capacitor Bank Rating: _____ MVA_r

Estimated positive sequence susceptance on capacitor bank rating base: B: _____ p.u.

Estimated zero sequence susceptance on capacitor bank rating base: B: _____ p.u.

FIXED OR SWITCHED SHUNT REACTOR DATA

Nameplate Reactor Rating: _____ MVA_r

Estimated positive sequence susceptance on reactor rating base: B: _____ p.u.

Estimated zero sequence susceptance on reactor rating base: B: _____ p.u.

DYNAMIC SHUNT REACTIVE SUPPLY SYSTEM

Device Type (i.e., SVC, STATCOM, etc.):

Reactive power supply reference point:

Maximum leading reactive power supply capability: _____ MVA_r

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Interconnection Feasibility Study

Maximum lagging reactive power supply capability: _____ MVar

DC TRANSMISSION SYSTEMS (LINE-COMMUTATED CONVERTER TECHNOLOGY)

Nameplate power transmission capacity: _____ MW _____ MVA

Minimum power transmission capacity: _____ MW

Maximum power transmission ramp rate: _____ MW/min

Point-to-point or back-to-back transmission:

Monopolar or bipolar transmission configuration:

Unidirectional or bidirectional power transmission:

(identify rectifier station for detail to be submitted below):

Rated DC voltage: _____ kV

Rated DC current: _____ A

Power controlling converter station and real power reference location:

Estimated converter station losses (including auxiliary power demand) at nameplate power:

Rectifier: _____ kW

Inverter: _____ kW

Estimated transmission line or cable losses at nameplate power: _____ kW

Nominal rectifier firing angle (alpha): _____ deg

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<u>Nominal inverter extinction angle (gamma): _____ deg</u>
<u>Estimated converter station total reactive power supply (including filtering system) at nameplate active power:</u> <u>Rectifier: _____ MVar Inverter: _____ MVar</u>
<u>Estimated number of switched filter or reactive power supply devices:</u> <u>Rectifier: _____ Inverter: _____</u>
<u>Estimated size of largest switched filter or reactive power supply device:</u> <u>Rectifier: _____ MVar Inverter: _____ MVar</u>
<u>Conceptual DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.</u>
<u>Conceptual DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.</u>
<u>Estimated pole conductor resistance at maximum operating temperature: _____ ohms</u>
<u>Estimated DMNR conductor resistance at maximum operating temperature : _____ ohms</u>
<u>DC TRANSMISSION SYSTEMS (VOLTAGE SOURCE CONVERTER TECHNOLOGY)</u>
<u>Nameplate power transmission capacity: _____ MW _____ MVA</u>
<u>Point-to-point or back-to-back transmission:</u>

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To Appendix 1
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<u>Transmission configuration (i.e., mono-pole, bi-pole or other):</u>
<u>Unidirectional or bidirectional power transmission:</u> <u>(identify rectifier station for detail to be submitted below):</u>
<u>Maximum power transmission ramp rate: _____ MW/min</u>
<u>Rated DC voltage: _____ kV</u>
<u>Rated DC current: _____ A</u>
<u>Real power controlling converter and reference location:</u>
<u>Estimated converter station losses (including auxiliary power demand) at nameplate power:</u> <u>_____ kW</u>
<u>Estimated transmission line or cable losses at nameplate power: _____ kW</u>
<u>Estimated passive filter size:</u> <u>Rectifier: _____ Fixed: _____ MVar Switched at de-block: _____ MVar</u> <u>Inverter: _____ Fixed: _____ MVar Switched at de-block: _____ MVar</u>
<u>Estimated maximum converter station leading reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:</u> <u>Rectifier: _____ MVar Inverter: _____ MVar</u>

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Estimated maximum converter station lagging reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:

Rectifier: _____ MVar Inverter: _____ MVar

Provide reactive capability curve.

Conceptual DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.

Conceptual DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.

Estimated pole conductor resistance at maximum operating temperature: _____ ohms

POWER SYSTEM SIMULATION MODELS

Delivery of all necessary, fully-functioning, non-proprietary or non-confidential, PSS/E models required for accurate steady-state, and short-circuit simulation of the proposed Elective Transmission Upgrade facilities operation and performance within the bulk power system.

OTHER TRANSMISSION FACILITY DATA

System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study.

Applicant Signature _____

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment B to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

APPENDIX 2
INTERCONNECTION FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner(s) to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Elective Transmission Upgrade to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

2.0 Interconnection Customer elects and System Operator shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the ETU IP in accordance with the Tariff.

3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in Attachment B to the Interconnection Request, as may be modified as the result of the Scoping Meeting. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the ETU IP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the ETU IP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.

5.0 The Interconnection Feasibility Study report shall provide the following information:

- preliminary identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
- preliminary identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
- initial review of grounding requirements and electric system protection;
- preliminary description and non-binding estimated cost of and the time to construct the facilities required to interconnect the Elective Transmission Upgrade to the Administered Transmission System and to address the identified short circuit and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2 of the ETU IP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to

qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

In accordance with the ETU IP, in performing the Interconnection Feasibility Study, System Operator and Interconnecting Transmission Owner shall coordinate with each other and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study and the development of this Interconnection Feasibility Study Agreement and its attachment(s). Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection Feasibility Study Agreement is [insert date].

The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$ _____ which is comprised of the System Operator's estimated cost of \$ _____ and the Interconnecting Transmission Owner's estimated cost of \$ _____. Any difference between the deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Feasibility Study System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.

Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the

information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or an Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or an Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or

Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the

Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their
duly authorized officers or agents on the day and year first above written.

[System Operator] _____ [Insert name of Interconnection Customer]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Interconnecting Transmission Owner

[Insert name of ITO] _____ [Insert name of ITO]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY

The Interconnection Feasibility Study will be based upon the information set forth in the
Interconnection Request and agreed upon in the Scoping Meeting held on _____ :

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be
provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 3

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System;

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study (the “Feasibility Study”) and provided the results of said study to the Interconnection Customer, or Interconnection Customer has requested that the Feasibility Study be completed as part of the System Impact Study pursuant to Section 6.1 of the ETU IP, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”)(This recital is to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study); and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection System Impact Study to assess the impact of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedure (“ETU IP”).
- 2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study consistent with Section 7.0 of the ETU IP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, and the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the ETU IP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Interconnection System Impact Study report shall provide the following information:
 - identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
 - initial review of grounding requirements and electric system protection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Elective Transmission Upgrade to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.4 of the ETU IP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.0 The Interconnection Customer is providing herewith a deposit equal to the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection System Impact Study and the development of this Interconnection System Impact Study Agreement and its attachment(s) and the ETU IA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date].

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$ _____ which is comprised of the System Operator's estimated cost of \$ _____ and the Interconnecting Transmission Owner's estimated cost of \$ _____.

Any difference between the deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.

System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the ETU IP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the

Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the

Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their
duly authorized officers or agents on the day and year first above written.

[System Operator] _____ [Insert name of Interconnection Customer]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Interconnecting Transmission Owner

[Insert name of ITO] _____ [Insert name of ITO]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment A
To Appendix 3
Interconnection System Impact
Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, subject to any modifications in accordance with Section 4.4 of the ETU IP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 4
INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection System Impact Study (the “System Impact Study”) and provided the results of said study to the Interconnection Customer; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Elective Transmission Upgrade to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the ETU IP to be performed in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Elective Transmission Upgrade to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 The Interconnection Customer is providing herewith a deposit equal to the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the ETU IA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$_____ which is comprised of the System Operator’s estimated cost of \$_____ and the Interconnecting Transmission Owner’s estimated cost of \$_____.
Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate.
Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall

pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice. In accordance with the ETU IP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study.

Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the

Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their
duly authorized officers or agents on the day and year first above written.

[System Operator] _____ [Insert name of Interconnection Customer]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Interconnecting Transmission Owner

[Insert name of ITO] _____ [Insert name of ITO]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment A
To Appendix 4
Interconnection Facilities
Study Agreement

INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE
INTERCONNECTION FACILITIES STUDY

Interconnection Customer elects (check one):

- +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.
- +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER
WITH THE
INTERCONNECTION FACILITIES STUDY AGREEMENT

Provide location plan and simplified one-line diagram of the Elective Transmission Upgrade, including terminal facilities. For staged projects, please indicate future equipment, etc.

One set of metering is required for each ETU connection to the new ring bus or existing New England Transmission System station. Number of connections:

On the one line indicate the required capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the ETU side of the metering require that each meter set be designed for the total ETU capacity? Yes _____ No _____

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s ETU?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle of the site. Sketch the facility, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from facility to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the ETU in Interconnecting Transmission Owner's service area?

Yes _____ No _____ Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Trial Operation Date:

Commercial Operation Date:

APPENDIX 5
OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

WHEREAS, Interconnection Customer has submitted to System Operator an Interconnection Request; and

WHEREAS, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 _____ When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade

Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the ETU IP to be performed in accordance with the Tariff.

3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Optional Interconnection Study shall be performed solely for informational purposes.

5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.

In accordance with the ETU IP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System Operator’s good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$ _____ which is comprised of the System Operator’s estimated cost of \$ _____ and the Interconnecting Transmission Owner’s estimated cost of \$ _____.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner

or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in,

or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.

7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator] _____ [Insert name of Interconnection Customer]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Interconnecting Transmission Owner

[Insert name of ITO] _____ [Insert name of ITO]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment A

Appendix 5

Optional Interconnection

Study Agreement

ASSUMPTIONS USED IN CONDUCTING

THE OPTIONAL INTERCONNECTION STUDY

[To be completed by Interconnection Customer consistent with Section 10 of the ETU IP.]

APPENDIX 6
ELECTIVE TRANSMISSION UPGRADE
INTERCONNECTION AGREEMENT

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THIS ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

(“Agreement”) is made and entered into this _____ day of _____ 20____, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnection Customer” with an Elective Transmission Upgrade Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnecting Transmission Owner”). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, System Operator is the central dispatching agency provided for under the Transmission Operating Agreement (“TOA”) which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

WHEREAS, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Elective Transmission Upgrade identified in Appendix C to this Agreement; and

WHEREAS, System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Elective Transmission Upgrade Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England Control Area.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

Base Case shall have the meaning specified in Section 2.3.

Base Case Data shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Import Capability (“CNI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the aggregate highest megawatt amount of Capacity Supply Obligation obtained by the Import

Capacity Resource(s) associated with the External Elective Transmission Upgrade in accordance with Section III.13 of the Tariff. The Capacity Network Import Capability shall be the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Capacity Capability Interconnection Standard and shall not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures.

Capacity Network Import Interconnection Service (“CNI Interconnection Service”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Commercial Operation shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

Commercial Operation Date shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Elective Transmission Upgrade ("ETU") shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which the Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

Elective Transmission Upgrade Interconnection Agreement ("ETU IA") shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer’s Interconnection Facilities.

Engineering & Procurement (“E&P”) Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

External Elective Transmission Upgrade (“External ETU”) shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

Generating Facility is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities.

Interconnecting Transmission Owner shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

Interconnecting Transmission Owner’s Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner’s Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Elective Transmission Upgrade with the

Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, the scope of which is described in Section 6 of the Elective Transmission Upgrade Interconnection Procedures. The

Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Elective Transmission Upgrade Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; or (iii) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System. Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

Interconnection Service shall mean the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional

Interconnection Study described in the Elective Transmission Upgrade Interconnection Procedures.
Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to Elective Transmission Upgrade Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection of an Elective Transmission Upgrade on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Elective Transmission Upgrade were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Elective Transmission Upgrade Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection System Impact Study.

Internal Elective Transmission Upgrade (“Internal ETU”) shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

IRS shall mean the Internal Revenue Service.

Long Lead Time Facility (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected

or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively,

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

Material Modification shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard (“NC Interconnection Standard”) shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Import Capability (“NI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Network Capability Interconnection Standard and shall be for an amount not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures. The Network Import Capability shall be equal to or greater than the Capacity Network Import Capability.

Network Import Interconnection Service (“NI Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued" Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange

information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property where the Elective Transmission Upgrade's terminal locations will be located at the Point of Interconnection within the New England Control Area.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

Trial Operation Date shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This ETU IA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner, shall promptly and jointly file this ETU IA with the Commission upon execution in accordance with Section 11.3 of the ETU IP and Article 3.1, if required.

2.2 Term of Agreement. This ETU IA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of _____ years from the Effective Date (*term to be specified in individual Agreement, but in no case should the term be less than ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request*) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This ETU IA may be terminated by the Interconnection Customer, subject to continuing obligations of this ETU IA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after the Elective Transmission Upgrade retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this ETU IA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Elective Transmission Upgrade permanently ceases Commercial Operation.

2.3.2 Default. Each Party may terminate this ETU IA in accordance with Article 17.

Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this ETU IA, which notice has been accepted for filing by the Commission. Termination of the ETU IA shall not supersede or alter any requirements for deactivation or retirement of an Elective Transmission Upgrade under ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

2.4 Termination Costs. If a Party elects to terminate this ETU IA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this ETU IA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this ETU IA, unless otherwise ordered or approved by the Commission:

2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this ETU IA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties

incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this ETU IA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.

2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this ETU IA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection. Upon termination of this ETU IA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Elective Transmission Upgrade from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this ETU IA or such non-terminating Party otherwise is responsible for these costs under this ETU IA.

2.6 Survival. This ETU IA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this ETU IA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this ETU IA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this

ETU IA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The System Operator and Interconnecting Transmission Owner shall jointly file this ETU IA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the ETU IP. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this ETU IA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 Interconnection Product Options. Interconnection Customer with an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility (import direction) has selected the following (checked) type(s) of Interconnection Service:

Check: NI Interconnection Service (NI Capability Only)

 CNI Interconnection Service (CNI Capability and NI Capability)

4.1.1 Capacity Network Import Interconnection Service (CNI Interconnection Service).

4.1.1.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows the Interconnection Customer's External

ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNI Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff.

4.1.2 Network Import Interconnection Service (NI Interconnection Service).

4.1.2.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the NC Interconnection Standard.

NI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the NI Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource's(s') participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

4.2 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Elective Transmission Upgrade at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this ETU IA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this ETU IA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend

the ETU IA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

4.4 **No Transmission Delivery Service.** The execution of this ETU IA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 **Transmission Delivery Service Implications.** Interconnection Service allows the Interconnection Customer's Elective Transmission Upgrade to be interconnected to the Administered Transmission System. Although Interconnection Service does not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Elective Transmission Upgrade. An Elective Transmission Upgrade may also be used to provide Ancillary Services, in accordance with the Tariff, after technical studies and/or periodic analyses are performed with respect to the Elective Transmission Upgrade's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Elective Transmission Upgrade. However, an Interconnection Customer's Elective Transmission Upgrade cannot be required to provide Ancillary Services except to the extent such requirements extend to all Elective Transmission Upgrades that are similarly situated.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver electricity to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Elective Transmission Upgrade shall be subject to the applicable congestion management procedures for the New England Transmission System.

Once an Interconnection Customer satisfies the requirements for obtaining Interconnection Service, as long as the Elective Transmission Upgrade has not been deemed to be retired, any future transmission service request for delivery of electricity from the Elective Transmission

Upgrade to the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Elective Transmission Upgrade be undertaken, and regardless of changes in ownership of the Elective Transmission Upgrade. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Elective Transmission Upgrade outside the New England Transmission System, or if the Elective Transmission Upgrade has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

4.6 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this ETU IA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

**ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING,
PROCUREMENT, AND CONSTRUCTION**

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Trial Operation Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the ETU IP; and select either Standard Option or Alternate Option set forth below for completion of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as set forth in Appendix A, and such dates and selected option shall be set forth in Appendix B (Milestones). In accordance with Section 8 of the ETU IP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

5.1.1 Standard Option. The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.

If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Trial Operation Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. The System Operator, Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the ETU IA. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3 (Option to Build), Interconnection Customer shall so notify Interconnecting Transmission Owner within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Interconnecting Transmission Owner is responsible for the

design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades pursuant to 5.1.1 (Standard Option).

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

(1) the Interconnection Customer shall engineer, procure equipment, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Interconnecting Transmission Owner;

(2) Interconnection Customer's engineering, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Interconnecting Transmission Owner would be subject in the engineering, procurement or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Interconnecting Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner a schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Interconnecting Transmission Owner;

(5) at any time during construction, Interconnecting Transmission Owner shall have the right to gain unrestricted access to the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Interconnecting Transmission Owner, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) the Interconnection Customer shall indemnify the Interconnecting Transmission Owner for claims arising from the Interconnection Customer's construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 (Indemnity);

(8) the Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner;

(10) Interconnecting Transmission Owner shall approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Interconnecting Transmission Owner "as built" drawings, information, and any other documents that are reasonably required by Interconnecting Transmission Owner to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by Interconnecting Transmission Owner.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not

completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which the Interconnecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this ETU IA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an ETU IA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including, but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the

Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. If a Power System Stabilizer or other frequency damping control equipment is required to be installed on the Elective Transmission Upgrade for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate such equipment in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers or other frequency damping control equipment, subject to the design and operating limitations of the Elective Transmission Upgrade. If the Elective Transmission Upgrade's Power System Stabilizers or other frequency damping control equipment are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative.

5.5 Equipment Procurement. If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 The Interconnecting Transmission Owner has completed the Facilities Study pursuant to the Facilities Study Agreement;

5.5.2 The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.5.3 The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.6 Construction Commencement. The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

5.6.3 The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.6.4 The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.7 Work Progress. The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the ETU IP, will provide written notice to the

Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Elective Transmission Upgrade, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies to determine the extent to which the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this ETU IA. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the operating studies and permit Interconnection Customer to operate the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Elective Transmission Upgrade ("ETU") and Interconnection Customer's Interconnection Facilities ("ICIF"). Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.10.1 Elective Transmission Upgrade Specifications. Interconnection Customer shall submit initial specifications for the ETU and ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Trial Operation Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Trial Operation Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements

of the Interconnecting Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Interconnecting Transmission Owner's Review. Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the ETU or the ICIF. Interconnection Customer shall make such changes to the ETU or the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

5.10.3 ETU and ICIF Construction. The ETU and ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner "as-built" drawings, information and documents for the ETU and ICIF, such as: a one-line diagram, a site plan showing the ETU and the ICIF, plan and elevation drawings showing the layout of the ETU and ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the ETU and the ICIF, and the impedances (determined by factory tests) for any associated transformers. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for any and all controls, automatic voltage regulating equipment or controls, ETU control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Interconnecting Transmission Owner's Interconnection Facilities Construction. The Interconnecting Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the Interconnection Customer "as-built" drawings, information and documents for the

Interconnecting Transmission Owner's Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this ETU IA.

The System Operator will obtain operational control of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at the incremental cost to another Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Elective Transmission Upgrade with the Administered Transmission System; (ii) operate and maintain the Elective Transmission Upgrade, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this ETU IA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer's expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

5.14 Permits. System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation or transmission facilities, if any.

5.15 Early Construction of Base Case Facilities. Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.

5.16 Suspension. Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend at any time all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this ETU IA with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this ETU IA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that

prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so. Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Interconnecting Transmission Owner required under this ETU IA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this ETU IA on or before the expiration of three (3) years following commencement of such suspension, this ETU IA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the ETU IP. Notwithstanding the extensions permitted under Section 4.4.5 of the ETU IP, the three-year period shall in no way result in an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this ETU IA shall be deemed terminated.

5.17 Taxes.

5.17.1 Payments Not Taxable. The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity transmitted on the Elective Transmission Upgrade will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting

Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Elective Transmission Upgrade. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this ETU IA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation;

provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1). For this purpose, (i) Current Taxes shall be computed based on Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed

by discounting Interconnecting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this ETU IA terminates and Interconnecting Transmission Owner retains ownership of

the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the

preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this ETU IA, Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon.

(ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this ETU IA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of

competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this ETU IA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party: (i) sufficient information regarding such modification so that the other Party(ies) may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Elective Transmission Upgrade. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the ETU IP, except as provided under and pursuant to the ETU IP.

In the case of Elective Transmission Upgrade or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to

submit an Interconnection Request. Interconnecting Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this ETU IA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Elective Transmission Upgrade or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and

modifications. Interconnection Customer shall transmit test energy to or from the Elective Transmission Upgrade only if it has arranged for the transfer of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications. Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Elective Transmission Upgrade to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

6.3 Right to Observe Testing. Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Elective Transmission Upgrade and Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.

6.4 Right to Inspect. Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

ARTICLE 7. METERING

- 7.1 **General.** Interconnection Customer and Interconnecting Transmission Owner shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.
- 7.2 **Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this ETU IA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 **Standards.** Interconnection Customer and Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 7.4 **Testing of Metering Equipment.** Interconnection Customer and Interconnecting Transmission Owner shall inspect and test all of their respectively owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer and Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection

Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnection Customer and the Interconnecting Transmission Owner shall adjust the measurements of their respective equipment, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

7.5 Metering Data. At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour ("MWh") per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour ("kwh") or MWh registers to be read at month's end shall be the official measurement of the amount of energy transmitted from the Elective Transmission Upgrade to the Point of Interconnection. Instantaneous metering is required in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 8. COMMUNICATIONS

8.1 Interconnection Customer Obligations. Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

8.2 Remote Terminal Unit. Prior to the Trial Operation Date of the Elective Transmission Upgrade, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor

documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.

Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 **No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 **Reserved.**

ARTICLE 9. OPERATIONS

9.1 **General.** Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 **Control Area Notification.** Before Trial Operation Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Elective Transmission Upgrade dispatched and operated from a remote Control Area other than the Control Area in which the Elective Transmission Upgrade is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this ETU IA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Elective Transmission Upgrade in the other Control Area for dispatch and operations.

9.3 Interconnecting Transmission Owner and System Operator Obligations. Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this ETU IA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this ETU IA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this ETU IA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.5 Start-Up and Trial Operation. The Interconnection Customer is responsible for the proper start-up and Trial Operation of the Elective Transmission Upgrade as part of the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall design the Elective Transmission Upgrade and Interconnection Facilities that are capable of voltage control to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging or any reactive power or power factor requirement specified in the Interconnection System Impact Study for the Elective Transmission Upgrade, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similar-situated facilities in the Control Area on a comparable basis and in accordance

with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.2 Voltage Schedules. Once the Interconnection Customer has commenced Trial Operation of the Elective Transmission Upgrade to the New England Transmission System, Interconnection Customer shall operate the Elective Transmission Upgrade at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

9.6.2.1 Voltage Regulating Equipment. The Interconnection Customer must keep and maintain voltage regulating equipment on all voltage-controlling elements of the Elective Transmission Upgrade and Interconnection Facilities any voltage control requirements specified in the Interconnection System Impact Study and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers that have, or are required to have, voltage regulating equipment shall normally operate the voltage regulating equipment in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulating equipment and function in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

9.6.2.2 Governor Control. The Interconnection Customer is obligated to provide and maintain a functioning governor or frequency regulation on all elements of the Elective Transmission Upgrade and Interconnection Facilities that are capable of frequency regulation in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

It is the responsibility of the Interconnection Customer to maintain the frequency regulating equipment and function in good operating condition and promptly

report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

9.6.2.3 System Protection. The Interconnection Customer shall install and maintain protection systems in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.3 Payment for Reactive Power.

Interconnection Customers shall be compensated for Reactive Power service in accordance with Schedule 2 of the Section II of the Tariff.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.1.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.2 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System

Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

9.7.3 Under-Frequency and Over Frequency Conditions. Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Elective Transmission Upgrade and the Interconnection Facilities as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Elective Transmission Upgrade response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.4 Each Party's protective relay design shall allow for tests required in Article 6.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.5 Requirements for Protection. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Elective Transmission Upgrade to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Elective Transmission Upgrade and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Elective Transmission Upgrade and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Elective Transmission Upgrade and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Elective Transmission Upgrade. Relays and other equipment that protect for other conditions such as over- or under-frequency, over- or under-voltage, and overloads shall be coordinated with the protective requirements of the New England Transmission System.

9.7.6 Power Quality. A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

9.8 Switching and Tagging Rules. Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or

allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Elective Transmission Upgrade or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 10. MAINTENANCE

10.1 Interconnecting Transmission Owner and Customer Obligations. Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

10.2 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

ARTICLE 11. PERFORMANCE OBLIGATION

11.1 Interconnection Customer's Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.

11.2 Interconnecting Transmission Owner's Interconnection Facilities. Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades. Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.

11.4 Cost Allocation; Compensation; Rights; Affected Systems

11.4.1 Cost Allocation. Cost allocation of ETU related upgrades shall be in accordance with Schedules 11 and 12 of Section II of the Tariff.

11.4.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its ETU and associated system upgrades shall be determined in accordance with Sections II and III of the Tariff.

11.4.3 Rights. Notwithstanding any other provision of this ETU IA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

11.4.4 Special Provisions for Affected Systems. The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s)

that are necessary for safe and reliable interconnection of the Interconnection Customer's Elective Transmission Upgrade.

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with the Tariff. In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.6 Interconnection Customer Compensation. If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this ETU IA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 12. INVOICE

12.1 General. Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this ETU IA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this ETU IA.

12.4 Disputes. In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this ETU IA as long as Interconnection Customer: (i) continues to

make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

13.1 Obligations. Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

13.2 Notice. Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

13.4 System Operator's and Interconnecting Transmission Owner's Authority.

13.4.1 General. System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations and equipment capabilities, require the Elective Transmission Upgrade to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Elective Transmission Upgrade; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Elective Transmission Upgrade real power and reactive power output within the manufacturer's design limitations of the Elective Transmission Upgrade's equipment that is in service

and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Elective Transmission Upgrade, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

13.5 Interconnection Customer Authority. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the ETU IA and the ETU IP, the Interconnection Customer may take whatever actions or inactions with regard to the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or

inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.6 Limited Liability. Except as otherwise provided in Article 11.6.1 of this ETU IA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this ETU IA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this ETU IA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this ETU IA can be performed.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this ETU IA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This ETU IA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this ETU IA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).
A Party may change the notice information in this ETU IA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this ETU IA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this ETU IA by written notice at any time until

cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this ETU IA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this ETU IA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

18.1 Indemnity. Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s(ies’) action or inactions of their obligations under this ETU IA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified

Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

18.3 Insurance. The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this ETU IA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this ETU IA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this ETU IA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this ETU IA.

18.3.9 Within ten (10) days following execution of this ETU IA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this ETU IA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this ETU IA.

ARTICLE 19. ASSIGNMENT

19.1 **Assignment.** This ETU IA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this ETU IA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this ETU IA; and provided further that the Interconnection Customer shall have the right to assign this ETU IA, without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Elective Transmission Upgrade, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement

entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this ETU IA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this ETU IA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this ETU IA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research

and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this ETU IA, and for a period of three (3) years after the expiration or termination of this ETU IA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this ETU IA; or (6) is required, in accordance with Article 22.1.7 of the ETU IA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

22.1.3 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this ETU IA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this ETU IA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other

Party(ies) may seek an appropriate protective order or waive compliance with the terms of this ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this ETU IA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this ETU IA, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the

information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this ETU IA prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this ETU IA (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties’ Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Elective Transmission Upgrade or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

24.1 **Information Acquisition.** Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 **Information Submission by System Operator and Interconnecting Transmission Owner.** The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 **Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date. Interconnection Customer shall submit a completed copy of the Elective Transmission Upgrade data requirements contained in Appendix 1 to the ETU IP. It shall also include any additional

information provided to Interconnecting Transmission Owner and System Operator for the Interconnection Feasibility Study, Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Elective Transmission Upgrade design or expected performance data. Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Elective Transmission Upgrade information and "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Elective Transmission Upgrade as required by Good Utility Practice to verify proper operation of the Elective Transmission Upgrade's voltage regulation capability, and of other automatic controls for which the Elective Transmission Upgrade is reliant upon for acceptable performance, as described and requested by the System Operator. Documentation of the test results will be provided to the System Operator.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement, repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's

Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 Information Access. Each Party (the “disclosing Party”) shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this ETU IA; and (ii) carry out its obligations and responsibilities under this ETU IA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this ETU IA.

25.2 Reporting of Non-Force Majeure Events. Each Party (the “notifying Party”) shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this ETU IA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this ETU IA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this ETU IA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party(ies), to audit at its own expense the other Party’s(ies’) accounts and records pertaining to a Party’s performance or a Party’s satisfaction of obligations under this ETU IA. Such audit rights shall include audits of the other Party’s(ies’) costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party’s actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party’s performance and satisfaction of obligations under this ETU IA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this ETU IA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

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

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this ETU IA. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the

Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this ETU IA. Any applicable obligation imposed by this ETU IA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

27.1 Submission. In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this ETU IA or its performance, such Party (the "disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this ETU IA.

27.2 External Arbitration Procedures. Any arbitration initiated under this ETU IA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the

American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this ETU IA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Elective Transmission Upgrade, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this ETU IA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this ETU IA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this ETU IA, to become a Party hereto and to perform its obligations hereunder. This ETU IA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this ETU IA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this ETU IA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this ETU IA, and it will provide to any Governmental Authority notice of any actions under this ETU IA that are required by Applicable Laws and Regulations.

ARTICLE 29. [OMITTED]

ARTICLE 30. MISCELLANEOUS

30.1 Binding Effect. This ETU IA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts. In the event of a conflict between the body of this ETU IA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this ETU IA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This ETU IA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this ETU IA, and reference to a

person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this ETU IA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this ETU IA or such Appendix of this ETU IA, or such Section of the ETU IP or such Appendix of the ETU IP, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this ETU IA as a whole and not to any particular Article or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

30.4 Entire Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this ETU IA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this ETU IA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this ETU IA.

30.5 No Third Party Beneficiaries. This ETU IA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this ETU IA to insist, on any occasion, upon strict performance of any provision of this ETU IA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this ETU IA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this ETU IA. Termination or Default of this ETU IA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this ETU IA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this ETU IA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this ETU IA.

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

30.9 Amendment. The Parties may by mutual agreement amend this ETU IA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this ETU IA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this ETU IA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Consistent with Section 11.3 of the ETU IP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this ETU IA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to

modify this ETU IA pursuant to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this ETU IA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This ETU IA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this ETU IA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

ISO New England Inc. (System Operator)

By: _____

Title: _____

Date: _____

[Insert Name of (Interconnecting Transmission Owner(s))

By: _____

Title: _____

Date: _____

[Insert name of] (Interconnection Customer)

By: _____

Title: _____

Date: _____

APPENDICES TO ETU IA

Appendix A Interconnection Facilities, Network Upgrades and Distribution Upgrades

Appendix B Milestones

Appendix C Interconnection Details

Appendix D Security Arrangements Details

Appendix E Commercial Operation Date

Appendix F Addresses for Delivery of Notices and Billings

APPENDIX A TO ETU IA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

a. Point(s) of Interconnection

List and identify each Point of Interconnection (e.g., first, second, etc.)

The Point of Interconnection for the first terminal location shall be at the point where [insert description of the first location internal to New England Control Area]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Interconnection for the second terminal location shall be at the point where [insert description of the second location internal to New England Control Area or the location external to New England Control Area]. See Appendix A-2, which drawing is attached hereto and made part hereof.

b. Point(s) of Change of Ownership

List and identify the Point of Change of Ownership for each Point of Interconnection (e.g., first, second, etc.)

The Point of Change of Ownership for the first terminal location shall be at the point where [insert description of the first location internal to New England Control Area]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Change of Ownership for the second terminal location shall be at the point where [insert description of the second location internal to New England Control Area or the location external to New England Control Area]. See Appendix A-2, which drawing is attached hereto and made part hereof.

c. Metering

List and identify the metering point for each Point of Interconnection (e.g., first, second, etc.)

The metering point for the first terminal location shall be located at where [insert description of the first location internal to New England Control Area]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The metering point for the second terminal location shall be located at where [insert description of the second location internal to New England Control Area or the location external to New England Control Area]. See Appendix A-2, which drawing is attached hereto and made part hereof.

d. Interconnection Customer's Interconnection Facilities (including metering equipment).

List and identify the Interconnection Customer's Interconnection Facilities for each Point of Interconnection (e.g., first, second, etc.)

The Interconnection Customer's Interconnection Facilities for the first terminal location shall include [insert Interconnection Customer's Interconnection Facilities]. See Appendix A-1.

The Interconnection Customer's Interconnection Facilities for the second terminal location shall include [insert Interconnection Customer's Interconnection Facilities for the second terminal location]. See Appendix A-2.

e. Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment).

List and identify the Interconnecting Transmission Owner's Interconnection Facilities for each Point of Interconnection (e.g., first, second, etc.)

The Interconnecting Transmission Owner's Interconnection Facilities for the first terminal location shall include [insert Interconnecting Transmission Owner's Interconnection Facilities for the first terminal location]. See Appendix –1.

The Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location shall include [insert Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location]. See Appendix –2.

2. Network Upgrades:

- a. **Stand Alone Network Upgrades.** [insert Stand Alone Network Upgrades associated with the first terminal location]
- b. **Other Network Upgrades.** [insert Other Network Upgrades associated with the first terminal location].
- c. **Stand Alone Network Upgrades.** [insert Stand Alone Network Upgrades associated with the second terminal position if it is internal to the New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades].
- d. **Other Network Upgrades.** [insert Other Network Upgrades associated with the second terminal position if it is internal to New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades].

3. Distribution Upgrades.

- a. [insert Distribution Upgrades associated with the first terminal position]
- b. [insert Distribution Upgrades associated with the second terminal position if it is internal to New England Control Area, list all Distribution Upgrades for terminal locations external to New England Control Area as Affected System Upgrades]

4. Affected System Upgrades.

a. [insert Affected System Upgrades associated with the first terminal position]

b. [insert Affected System Upgrades associated with the second terminal position]

5. Contingency Upgrades List:

a. Long Lead Facility-Related Upgrades.

The Interconnection Customer's Elective Transmission Upgrade is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the ETU IP. Pursuant to Section 4.1.1 of the ETU IP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and its counterparty obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[insert]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's associated) counterparty's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this ETU IA in accordance with Article 17.1, and the System Operator will initiate all necessary steps to terminate this ETU IA, in accordance with Article 2.3.

b. Other Contingency Upgrades. [e.g., list of upgrades associated with higher queued Interconnection Requests and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Elective Transmission Upgrade]

c. Post-Forward Capacity Auction Re-study Upgrade Obligations. [insert any change in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation through a Forward Capacity Auction]

APPENDIX B TO ETU IA

Milestones

1. Selected Option Pursuant to Article 5.1: Interconnection Customer selects the *[insert]*.

Options as described in Articles 5.1.[insert], 5.1.[insert], and 5.1.[insert] shall not apply to this ETU IA.

2. Milestones and Other Requirements for all Elective Transmission Upgrades: The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the ETU IP and this ETU IA. The referenced section of the ETU IP or article of the ETU IA should be reviewed by each Party to understand the requirements of each milestone.

<u>Item No.</u>	<u>Milestone Description</u>	<u>Responsible Party</u>	<u>Date</u>	<u>ETU IP/ETU IA Reference</u>
<u>1</u>	<u>Provide evidence of continued Site Control to System Operator, or \$250,000 non-refundable deposit to the Interconnecting Transmission Owner</u>	<u>Interconnection Customer</u>	<u>Within 15 BD of final ETU IA receipt</u>	<u>§ 11.3.1.1 of ETU IP</u>
<u>2</u>	<u>Provide evidence of one or more milestones specified in § 11.3 of ETU IP to the System Operator and to the Interconnecting Transmission Owner</u>	<u>Interconnection Customer</u>	<u>Within 15 BD of final ETU IA receipt</u>	<u>§ 11.3.1.2 of ETU IP</u>
<u>3</u>	<u>Commit to a schedule for payment of upgrades to the Interconnecting</u>	<u>Interconnection Customer</u>	<u>Within 15 BD of final ETU IA receipt</u>	<u>§ 11.3.1.2 of ETU IP</u>

	<u>Transmission Owner</u>			
<u>4</u>	<u>Provide either (1) evidence of Major Permits to the System Operator and the Interconnecting Transmission Owner or (2) a refundable deposit to the Interconnecting Transmission Owner</u>	<u>Interconnection Customer</u>	<u>If (1) Within 15 BD of final ETU IA receipt or if (2) At time of ETU IA execution</u>	<u>§ 11.3.1.2 of ETU IP</u>
<u>5</u>	<u>Provide certificate of insurance to each Party</u>	<u>Interconnection Customer and Interconnecting Transmission Owner</u>	<u>Within 10 Calendar Days of execution of ETU IA</u>	<u>§ 18.3.9 of ETU IA</u>
<u>6A</u>	<u>Provide siting process approval schedule for the Elective Transmission Upgrade to System Operator and Interconnecting Transmission Owner</u>	<u>Interconnection Customer</u>	<u>As may be agreed to by the Parties</u>	<u>§ 7.5 of ETU IP</u>
<u>6B</u>	<u>Provide siting process approval schedule for Interconnection Customer's Interconnection Facilities at the first terminal location to System Operator and Interconnecting Transmission Owner</u>	<u>Interconnection Customer</u>	<u>As may be agreed to by the Parties</u>	<u>§ 7.5 of ETU IP</u>
<u>6C</u>	<u>Provide siting process</u>	<u>Interconnection Customer</u>	<u>As may be</u>	<u>§ 7.5 of</u>

	<u>approval schedule for Interconnection Customer's Interconnection Facilities at the second terminal location to System Operator and Interconnecting Transmission Owner</u>		<u>agreed to by the Parties</u>	<u>ETU IP</u>
<u>7A</u>	<u>Receive Governmental Authority approvals for a the Elective Transmission Upgrade facilities requiring regulatory approval</u>	<u>Interconnection Customer</u>	<u>If needed, as may be agreed to by the Parties</u>	
<u>7B</u>	<u>Receive Governmental Authority approvals for any facilities associated with the first terminal location requiring regulatory approval</u>	<u>Interconnection Customer and/or Interconnecting Transmission Owner</u>	<u>If needed, as may be agreed to by the Parties</u>	<u>§ 5.6.1 of ETU IA</u>
<u>7C</u>	<u>Receive Governmental Authority approvals for any facilities associated with the second terminal location requiring regulatory approval</u>	<u>Interconnection Customer and/or Interconnecting Transmission Owner</u>	<u>If needed, as may be agreed to by the Parties</u>	<u>§ 5.6.1 of ETU IA</u>
<u>8A</u>	<u>Obtain necessary real property rights and rights-of-way associated with the first terminal location for</u>	<u>Interconnection Customer and/or Interconnecting Transmission Owner</u>	<u>If needed, as may be agreed to by the Parties</u>	<u>§ 5.6.2 of ETU IA</u>

	<u>the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades</u>			
<u>8B</u>	<u>Obtain necessary real property rights and rights-of-way associated with the second terminal location for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades</u>	<u>Interconnection Customer and/or Interconnecting Transmission Owner</u>	<u>If needed, as may be agreed to by the Parties</u>	<u>§ 5.6.2 of ETU IA</u>
<u>9A</u>	<u>Provide to Interconnecting Transmission Owner associated with the first terminal position written authorization to proceed with design, equipment procurement and construction</u>	<u>Interconnection Customer</u>	<u>As may be agreed to by the Parties</u>	<u>§ 5.6.3 of ETU IA</u>
<u>9B</u>	<u>Provide to owner associated with the second terminal position written authorization to</u>	<u>Interconnection Customer</u>	<u>As may be agreed to by the Parties</u>	<u>§ 5.6.3 of ETU IA</u>

	<u>proceed with design, equipment procurement and construction</u>			
<u>10</u>	<u>Provide quarterly written progress reports</u>	<u>Interconnection Customer and Interconnecting Transmission Owner</u>	<u>15 Calendar Days after the end of each quarter beginning the quarter that includes earlier of the dates for Milestones 9A or 9B and ending when the entire Elective Transmission Upgrade and all required Interconnection Facilities and Network Upgrades are in place</u>	<u>§ 5.7 of ETU IA</u>
<u>11A</u>	<u>Provision of Security associated with the first terminal position to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA</u>	<u>Interconnection Customer</u>	<u>At least 30 Calendar Days prior to design, procurement and construction</u>	<u> §§ 5.5.3 and 5.6.4 of ETU IA</u>
<u>11B</u>	<u>Provision of Security associated with the second terminal position, if it is internal</u>	<u>Interconnection Customer</u>	<u>At least 30 Calendar Days prior to design, procurement</u>	<u> §§ 5.5.3 and 5.6.4 of ETU IA</u>

	<u>to ISO-NE, to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA</u>		<u>and construction</u>	
<u>12A</u>	<u>Provision of Security Associated with Tax Liability associated with the first terminal position to Interconnecting Transmission Owner pursuant to Section 5.17.3 of ETU IA</u>	<u>Interconnection Customer</u>	<u>As may be agreed to by the Parties</u>	<u>§ 5.17.3 of ETU IA</u>
<u>12B</u>	<u>Provision of Security Associated with Tax Liability associated with the second terminal position, if it is internal to ISO-NE, to Interconnecting Transmission Owner pursuant to Section 5.17.3 of ETU IA</u>	<u>Interconnection Customer</u>	<u>As may be agreed to by the Parties</u>	<u>§ 5.17.3 of ETU IA</u>
<u>13A</u>	<u>Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades associated with the first terminal position</u>	<u>Interconnection Customer</u>	<u>As may be agreed to by the Parties</u>	<u>§ 7.5 of ETU IP</u>
<u>13B</u>	<u>Commit to the ordering</u>	<u>Interconnection Customer</u>	<u>As may be</u>	<u>§ 7.5 of</u>

	<u>of long lead time material for Interconnection Facilities and Network Upgrades associated with the second terminal position, if it is internal to ISO-NE</u>		<u>agreed to by the Parties</u>	<u>ETU IP</u>
<u>14A</u>	<u>Provide initial design, engineering and specification for the Elective Transmission Upgrade</u>	<u>Interconnection Customer</u>	<u>180 Calendar Days prior to Trial Operation Date</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>
<u>14B</u>	<u>Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to the Interconnecting Transmission Owner</u>	<u>Interconnection Customer</u>	<u>180 Calendar Days prior to Trial Operation Date</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>
<u>C</u>	<u>Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE,</u>	<u>Interconnection Customer</u>	<u>180 Calendar Days prior to Trial Operation Date</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>

	<u>to the Interconnecting Transmission Owner</u>			
<u>15A</u>	<u>Provide comments on initial design, engineering and specification for the Elective Transmission Upgrade</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 30 Calendar Days of receipt</u>	<u>§ 5.10.1 of ETU IA</u> <u>§ 7.5 of ETU IP</u>
<u>15B</u>	<u>Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 30 Calendar Days of receipt</u>	<u>§ 5.10.1 of ETU IA</u> <u>§ 7.5 of ETU IP</u>
<u>15C</u>	<u>Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 30 Calendar Days of receipt</u>	<u>§ 5.10.1 of ETU IA</u> <u>§ 7.5 of ETU IP</u>
<u>16A</u>	<u>Provide final design, engineering and specification for Interconnection</u>	<u>Interconnection Customer</u>	<u>90 Calendar Days prior to Trial Operation Date</u>	<u>§ 5.10.1 of ETU IA</u> <u>§ 7.5 of ETU IP</u>

	<u>Customer's Interconnection Facilities associated with the first terminal position to Interconnecting Transmission Owner(s)</u>			
<u>16B</u>	<u>Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to Interconnecting Transmission Owner(s)</u>	<u>Interconnection Customer</u>	<u>90 Calendar Days prior to Trial Operation Date</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>
<u>16C</u>	<u>Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner</u>	<u>Interconnection Customer</u>	<u>90 Calendar Days prior to Trial Operation Date</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>
<u>17A</u>	<u>Provide comments on final design, engineering and specification for</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 30 Calendar Days of receipt</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>

	<u>Interconnection Customer's Interconnection Facilities associated with the first terminal position</u>			
<u>17B</u>	<u>Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 30 Calendar Days of receipt</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>
<u>17C</u>	<u>Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 30 Calendar Days of receipt</u>	<u>§ 5.10.1 of ETU IA § 7.5 of ETU IP</u>
<u>18A</u>	<u>Deliver to Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's</u>	<u>Interconnection Customer</u>	<u>Within 120 Calendar Days of Commercial Operation date</u>	<u>§ 5.10.3 of ETU IA</u>

	<u>Interconnection Facilities associated with the first terminal position</u>			
<u>18B</u>	<u>Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE</u>	<u>Interconnection Customer</u>	<u>Within 120 Calendar Days of Commercial Operation date</u>	<u>§ 5.10.3 of ETU IA</u>
<u>19A</u>	<u>Provide protective relay settings associated with the first terminal position to the Interconnecting Transmission Owner for coordination and verification</u>	<u>Interconnection Customer</u>	<u>At least 90 Calendar Days prior to Trial Operation Date</u>	<u>§§ 5.10.1 of ETU IA</u>
<u>19B</u>	<u>Provide protective relay settings associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner for coordination and verification</u>	<u>Interconnection Customer</u>	<u>At least 90 Calendar Days prior to Trial Operation Date</u>	<u>§§ 5.10.1 of ETU IA</u>

<u>20A</u>	<u>Commencement of construction of Interconnection Facilities associated with the first terminal position</u>	<u>Interconnecting Transmission Owner(s)</u>	<u>As may be agreed to by the Parties</u>	<u>§ 5.6 of ETU IA</u>
<u>20B</u>	<u>Commencement of construction of Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE</u>	<u>Interconnecting Transmission Owner(s)</u>	<u>As may be agreed to by the Parties</u>	<u>§ 5.6 of ETU IA</u>
<u>21</u>	<u>Submit updated data “as purchased”</u>	<u>Interconnection Customer</u>	<u>No later than 180 Calendar Days prior to Trial Operation Date</u>	<u>§ 24.3 of ETU IA</u>
<u>22A</u>	<u>In Service Date of first terminal position</u>	<u>Interconnection Customer</u>	<u>Same as Interconnection Request unless subsequently modified</u>	<u>§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA</u>
<u>22B</u>	<u>In Service Date of second terminal position</u>	<u>Interconnection Customer</u>	<u>Same as Interconnection Request unless subsequently modified</u>	<u>§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA</u>
<u>23</u>	<u>Trial Operation Date</u>	<u>Interconnection Customer</u>	<u>Same as Interconnection Request unless subsequently modified</u>	<u>§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP</u>

<u>24A</u>	<u>Submit supplemental and/or updated data – “as built/as-tested” associated with first terminal position</u>	<u>Interconnection Customer</u>	<u>Prior to Commercial Operation Date</u>	<u>§ 24.4 of ETU IA</u>
<u>24B</u>	<u>Submit supplemental and/or updated data – “as built/as-tested” associated with second terminal position</u>	<u>Interconnection Customer</u>	<u>Prior to Commercial Operation Date</u>	<u>§ 24.4 of ETU IA</u>
<u>25</u>	<u>Commercial Operation Date</u>	<u>Interconnection Customer</u>	<u>Same as Interconnection Request unless subsequently modified</u>	<u>§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP</u>
<u>26A</u>	<u>Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities associated with first terminal position</u>	<u>Interconnecting Transmission Owner</u>	<u>If requested, within 120 Calendar Days after Commercial Operation Date</u>	<u>§ 5.11 of ETU IA</u>
<u>26B</u>	<u>Deliver to Interconnection Customer “as built” drawings, information and documents regarding</u>	<u>Interconnecting Transmission Owner</u>	<u>If requested, within 120 Calendar Days after Commercial Operation Date</u>	<u>§ 5.11 of ETU IA</u>

	<u>Interconnecting Transmission Owner's Interconnection Facilities associated with the second terminal position</u>			
<u>27A</u>	<u>Provide Interconnection Customer final cost invoices associated with first terminal position</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades</u>	<u>§ 12.2 of ETU IA</u>
<u>27B</u>	<u>Provide Interconnection Customer final cost invoices associated with the second terminal position, if it is internal to ISO-NE</u>	<u>Interconnecting Transmission Owner</u>	<u>Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades</u>	<u>§ 12.2 of ETU IA</u>

3. Milestones Applicable Solely for CNI Interconnection Service and Long Lead Facility

Treatment. In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNI Interconnection Service and/or Long Lead Facility Treatment:

<u>Item No.</u>	<u>Milestone Description</u>	<u>Responsible Party</u>	<u>Date</u>	<u>ETU IP/ETU IA Reference</u>
1	<u>If Long Lead Facility, all dates by which Critical Path Schedule upgrades will be submitted to System Operator (end date for New Capacity Show of Interest Submission)</u>	<u>Interconnection Customer</u>		<u>§ 3.2.3 of ETU IP</u>
2	<u>If Long Lead Facility, dates by which Long Lead Facility Deposits will be provided to System Operator (each deadline for which New Generating Capacity Resource would be required to provide financial assurance under § III.13.1.9 of the Tariff)</u>	<u>Interconnection Customer</u>		<u>§ 3.2.3 of ETU IP</u>
3	<u>If Long Lead Facility, Capacity Commitment Period (not to exceed the Commercial Operation Date)</u>	<u>Interconnection Customer</u>		<u>§ 1 and 3.2 of ETU IP</u>
4	<u>Counterparty to submit necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff</u>	<u>Interconnection Customer</u>		<u>§ 3.2.1.3 of ETU IP</u>
5	<u>Participate in a CNR Group Study</u>	<u>Interconnection Customer</u>		<u>§ 3.2.1.3 of ETU IP</u>
6	<u>Counterparty to qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff</u>	<u>Interconnection Customer</u>		<u>§ 3.2.1.3 of ETU IP</u>
7	<u>Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and</u>	<u>System Operator</u>		<u>§ 3.2.1.3 of ETU IP</u>

<u>upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer's counterparty received a Capacity Supply Obligation</u>			
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APPENDIX C TO ETU IA

Interconnection Details

1. Description of Interconnection:

This Interconnection Agreement is for an (insert either Internal ETU or External ETU description from Article 1 of Appendix I)

The ETU consists of (insert description from Article 2 of Appendix I):

The External Elective Transmission Upgrade that is controllable Merchant Transmission Facility or Other Transmission Facility shall receive (enter N/A for other ETUs):

Network Import Interconnection Service solely for the NI Capability of [insert amount] MWs.

Capacity Network Import Interconnection Service for: (i) the NI Capability of [insert amount] MWs; and (ii) the CNI Capability of [insert amount] MWs. The CNI Capability shall be the aggregate highest megawatt amount of Capacity Supply Obligation obtained by the Import Capacity Resource(s) associated with the External Elective Transmission Upgrade in accordance with Section III.13 of the Tariff.

2. Detailed Description of the Elective Transmission Upgrade:

[Insert any other description relating to the Elective Transmission Upgrade, including updates to all the technical data included on Attachment A to Appendix I.]

3. Other Description of Interconnection Plan and Facilities associated with the Elective Transmission Upgrade:

4. Other Description of Interconnection Plan and Facilities associated with the first interconnection location:

5. Other Description of Interconnection Plan and Facilities associated with the second interconnection location:

APPENDIX D TO ETU IA

Security Arrangements Details

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E TO ETU IA
Commercial Operation Date

This Appendix E is a part of the ETU IA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

[to be supplied]

Transmission Strategy & Services

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040-2841

Re: _____ Elective Transmission Upgrade

Dear _____ :

On [Date] [Interconnection Customer] has completed Trial Operation of [Elective Transmission Upgrade]. This letter confirms that [Interconnection Customer] commenced commercial operation of [Elective Transmission Upgrade], effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

APPENDIX F TO ETU IA

Addresses for Delivery of Notices and Billings Notices:

System Operator:

Transmission Strategy & Services

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040-2841

With copy to:

Billing Department

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

System Operator:

Transmission Strategy & Services

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040-2841

With copy to:

Billing Department

ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

System Operator:

Facsimile: (413) 540-4203

E-mail: geninterconn@iso-ne.com

With copy to:

Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

ATTACHMENT K
REGIONAL SYSTEM PLANNING PROCESS

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1. Overview

This Attachment describes the regional system planning process conducted by the ISO, as well as the coordination with transmission-owning entities in, or other entities interconnected to, the New England Transmission System and neighboring systems to ensure the reliability of the New England Transmission System and compliance with national and regional planning standards, criteria and procedures, while accounting for market performance and economic, environmental and other considerations, as may be agreed upon from time to time. The New England Transmission System is comprised of PTF, Non-PTF, OTF and MTF within the New England Control Area that is under the ISO's operational authority or control pursuant to the ISO Tariff and/or various transmission operating agreements. This Attachment describes the regional system planning process for the PTF conducted by the ISO pursuant to its responsibilities defined in the Tariff, the various transmission operating agreements and this Attachment. Additional details regarding the regional system planning process are also provided in the ISO New England Planning Procedures and ISO New England Operating Procedures, which are available on the ISO's website.

The ISO shall conduct the regional system planning process for the PTF in coordination with the transmission-owning entities in, or other entities interconnected to, the New England Transmission System and neighboring systems, consistent with the rights and obligations defined in the Tariff, applicable transmission operating agreements and this Attachment. As described in this Attachment's Section 6 and Appendix 1, entitled "Attachment K -Local System Planning Process", the PTOs are responsible for the Local System Planning ("LSP") process for the Non-PTF in the New England Transmission System. As also described in Section 6, and pursuant to the Tariff and/or transmission operating agreements, the OTOs and MTOs are required to participate in the ISO's regional system planning process for reliability purposes and to perform and/or support studies of the impact of regional system planning projects on their respective OTF and MTF.

The regional system planning process described in this Attachment provides for the ISO to undertake assessments of the needs of the PTF system on a systemwide or specific area basis. These assessments shall be referred to as Needs Assessments, as described in Section 4.1 of this Attachment. The ISO shall incorporate market responses that have met the criteria specified in Section 4.2(a) of this Attachment into the Needs Assessments or the Regional System Plan ("RSP"), described below. Where market responses incorporated into the Needs Assessments do not eliminate or address the needs identified by the ISO in

Needs Assessments or the RSP, the ISO shall develop or evaluate, pursuant to Section 4.2(b) of this Attachment, regulated transmission solutions proposed in response to the needs identified by the ISO. Pursuant to Sections 3 and 7 of this Attachment, the ISO shall develop the RSP for approval by the ISO Board of Directors following stakeholder input through the Planning Advisory Committee established pursuant to Section 2 of this Attachment. The RSP is a compilation of the regional system planning process activities conducted by the ISO during a given year. The RSP shall address needs of the PTF system determined by the ISO through Needs Assessments initiated and updated on an ongoing basis by the ISO to: (i) account for changes in the PTF system conditions; (ii) ensure reliability of the PTF system; (iii) comply with national and regional planning standards, criteria and procedures; and (iv) account for market performance and economic, environmental and other considerations as may be agreed upon from time to time.

As more fully described in Section 3 of this Attachment, the RSP shall identify:

- (i) PTF system reliability and market efficiency needs,
- (ii) the requirements and characteristics of the types of resources that may satisfy PTF system reliability and market efficiency needs to provide stakeholders an opportunity to develop and propose efficient market responses to meet the needs identified in Needs Assessments; and
- (iii) regulated transmission solutions to meet the needs identified in Needs Assessments where market responses do not address such needs or additional transmission infrastructure may be required to comply with national and regional planning standards, criteria and procedures or provide market efficiency benefits in accordance with Attachment N of this OATT.

In addition, the RSP shall also provide information on a broad variety of power system requirements that serves as input for reviewing the design of the markets and the overall economic performance of the system. The RSP shall also describe the coordination of the ISO's regional system plans with regional, local and inter-area planning activities.

Pursuant to Section 3.6 of this Attachment, the ISO shall also develop, maintain and post on its website a cumulative list reflecting the regulated transmission solutions proposed in response to Needs Assessments (the "RSP Project List"). The RSP Project List shall be a cumulative representation of the regional transmission planning expansion efforts ongoing in New England.

2. Planning Advisory Committee

2.1 Establishment

A Planning Advisory Committee shall be established by the ISO to perform the functions set forth in Section 2.2 of this Attachment. It shall have a Chair and Secretary, who shall be appointed by the chief executive officer of the ISO or his or her designee. Before appointing an individual to the position of the Chair or Secretary, the ISO shall notify the Planning Advisory Committee of the proposed assignment and, consistent with its personnel practices, provide any other information about the individual reasonably requested by the Planning Advisory Committee. The chief executive officer of the ISO or his or her designee shall consider the input of the members of the Planning Advisory Committee in selecting, removing or replacing such officers. The Planning Advisory Committee shall be advisory only and shall have no formal voting protocol.

The ISO may form subcommittees that, at the discretion of the ISO, may report to the Planning Advisory Committee.

2.2 Role of Planning Advisory Committee

The Planning Advisory Committee may provide input and feedback to the ISO concerning the regional system planning process, including the development of and review of Needs Assessments, the conduct of Solutions Studies, the development of the RSP, and updates to the RSP Project List. Specifically, the Planning Advisory Committee serves to review and provide input and comment on: (i) the development of the RSP, (ii) assumptions for studies, (iii) the results of Needs Assessments and Solutions Studies, and (iv) potential market responses to the needs identified by the ISO in a Needs Assessment or the RSP. The Planning Advisory Committee, with the assistance of and in coordination with the ISO, serves also to identify and prioritize requests for Economic Studies to be performed by the ISO, and provides input and feedback to the ISO concerning the conduct of Economic Studies, including the criteria and assumptions for such studies. Based on input and feedback provided by the Planning Advisory Committee to the ISO, the ISO shall refer to the appropriate NEPOOL technical committees, including but not limited to, the Markets, Reliability and Transmission Committees, issues and concerns identified by the Planning Advisory Committee for further investigation and consideration of potential changes to rules and procedures.

2.3 Membership

Any entity, including State regulators or agencies and, if in existence, a Regional State Committee or similarly situated entity, as specified in Attachment N of the OATT, may designate a member to the Planning Advisory Committee by providing written notice to the Secretary of that Committee identifying the name of the entity represented by the member and the member's name, address, telephone number, facsimile number and electronic mail address. The entity may remove or replace such member at any time by written notice to the Secretary of the Planning Advisory Committee.

2.4 Procedures

(a) Notice of Meetings

Prior to the beginning of each year, the ISO shall list on the ISO Calendar, which is available on the ISO's website, the proposed meeting dates for the Planning Advisory Committee for each month of the year. Prior to a Planning Advisory Committee meeting, the ISO shall provide notice to the Planning Advisory Committee by electronic email with the date, time, format for the meeting (i.e., in person or teleconference), and the purpose for the meeting.

(b) Frequency of Meetings

Meetings of the Planning Advisory Committee shall be held as frequently as necessary to serve the purposes stated in Section 2.2 of this Attachment and as further specified elsewhere in this Attachment, generally expected to be no less than four (4) times per year.

(c) Availability of Meeting Materials

The ISO shall post materials for Planning Advisory Committee meetings on the Planning Advisory Committee section on the ISO's website prior to meetings. The materials for the Planning Advisory Committee meetings shall be made available to the members of the Planning Advisory Committee subject to protections warranted by confidentiality requirements of the ISO New England Information Policy set forth in Attachment D of the ISO Tariff and Critical Energy Infrastructure Information ("CEII") policy as further described in Section 2.4(d) of this Attachment.

(d) Access to Planning-Related Materials that Contain CEII

CEII is defined as specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

- (i) Relates details about the production, generation, transportation, transmission, or distribution of energy;
- (ii) Could be useful to a person in planning an attack on critical infrastructure;
- (iii) Is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and
- (iv) Does not simply give the location of critical infrastructure.

CEII pertains to existing and proposed system and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters. CEII does not include information that is otherwise publicly available. Simplified maps and general information on engineering, vulnerability, or design that relate to production, generation, transportation, transmission or distribution of energy shall not constitute CEII.

Planning-related materials determined to be CEII will be posted on the ISO's password-protected website. To obtain access to planning-related materials determined to be CEII, the entity seeking to obtain such access must contact the ISO's Customer Service department. Authorized Market Participants or their representatives, such as consultants, are bound by the ISO New England Information Policy and will be able to access CEII materials through the ISO's password-protected website. State and federal governmental agency employees and their consultants will be able to access such materials through the ISO's password-protected website upon submittal of a signed non-disclosure agreement, which is available on the ISO's website. Personnel of the ERO, NPCC, other regional transmission organizations or independent system operators, and transmission owners from neighboring regions will be able to access CEII materials pursuant to governing agreements, rules and protocols. All external requests by other persons for planning-related materials determined to be CEII shall be recorded and tracked by ISO's Customer Services staff. Such requestors will be able to obtain access to CEII documents filed with the Commission pursuant to the Commission's regulations governing access to CEII. To the extent a requestor seeks access to planning-related material that is not filed with the Commission, such requestor shall comply with the requirements provided in the CEII

procedures of the ISO, available on the ISO's website, prior to receiving access to CEII information. Upon compliance with the ISO's CEII procedures, the ISO shall grant the requestor access to the planning-related CEII document through direct distribution or access to the ISO password-protected website.

2.5 Local System Planning Process

The LSP process described in Appendix 1 to this Attachment applies to the transmission system planning for the Non-PTF in the New England Transmission System. The PTOs will utilize interested members of the Planning Advisory Committee for advisory stakeholder input in the LSP process that will meet, as needed, at the conclusion of, or independent of, scheduled Planning Advisory Committee meetings. The LSP meeting agenda and meeting materials will be developed by representatives of the pertinent PTOs and PTO representatives will chair the LSP meeting. The ISO will post the LSP agenda and materials for LSP.

3. RSP: Principles, Scope, and Contents

3.1 Description of RSP

The ISO shall develop the RSP based on periodic comprehensive assessments (conducted not less than every third year) of the PTF systemwide needs to maintain the reliability of the New England Transmission System while accounting for market efficiency, economic, environmental and other considerations, as agreed upon from time to time. The ISO shall update the RSP to reflect the results of ongoing Needs Assessments conducted pursuant to Section 4.1 of this Attachment. The RSP shall also account for projected improvements to the PTF that are needed to maintain system reliability in accordance with national and regional standards and the operation of efficient markets under a set of planning assumptions.

The RSP shall, among other things:

- (i) describe, in a consolidated manner, the assessment of the PTF system needs, the results of such assessments, and the projected improvements;
- (ii) provide the projected annual and peak demands for electric energy for a five-to ten-year horizon, the needs for resources over this period and how such resources are expected to be provided;

- (iii) specify the physical characteristics of the physical solutions that can meet the needs defined in the Needs Assessments and include information on market responses that can address them; and
- (iv) provide sufficient information to allow Market Participants to assess the quantity, general locations, operating characteristics and required availability criteria of the type of incremental supply or demand-side resources, or merchant transmission projects, that would satisfy the identified needs or that may serve to modify, offset or defer proposed regulated transmission upgrades.

The RSP shall also include a description of proposed regulated transmission solutions that, based on the Solutions Studies described in Section 4.2 of this Attachment, may meet the needs identified in the Needs Assessments. To this end, as further described in Section 3.6 below, the ISO shall develop and maintain a RSP Project List, a cumulative listing of proposed regulated transmission solutions classified, to the extent known, as Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades that may meet those needs. The RSP shall also provide reasons for any new regulated transmission solutions or Transmission Upgrades included in the RSP Project List, any change in status of a regulated transmission solution or Transmission Upgrade in the RSP Project List, or for any removal of regulated transmission solutions or Transmission Upgrades from the RSP Project List that are known as of that time.

The RSP shall also include the results of the annual assessment of transmission transfer capability, conducted pursuant to applicable NERC, NPCC and ISO New England standards and criteria and the identification of potential future transmission system weaknesses and limiting facilities that could impact the transmission system's ability to reliably transfer energy in the planning horizon. Each annual assessment will identify those portions of the New England system, along with the associated interface boundaries, that should be considered in the assessment of Capacity Zones to be modeled in the Forward Capacity Market pursuant to ISO Tariff Section III.12. Each annual assessment will model out-of-service all Non-Price Retirement Requests and Permanent De-List Bids as well as rejected for reliability Static De-List Bids and rejected for reliability Dynamic De-List Bids from the most recent Forward Capacity Auction.

Each RSP shall be built upon the previous year's RSP.

3.2 Baseline of RSP

The RSP shall account for: (i) all projects that have met milestones, including market responses and regulated transmission solutions (e.g., planned demand-side projects, generation and transmission projects, ~~Merchant Transmission Facilities~~, and Elective Transmission Upgrades) as determined by the ISO, in collaboration with the Planning Advisory Committee, pursuant to Sections 4.1 and 4.2 of this Attachment; and (ii) the requirements for system operation and restoration services, not including the development of a system operations or restoration plan, which is outside the scope of the regional system planning process.

3.3 RSP Planning Horizon and Parameters

The RSP shall be based on a five-to ten-year planning horizon, and reflect five-to ten-year capacity and load forecasts.

The RSP shall conform to: Good Utility Practice; applicable Commission compliance requirements related to the regional system planning process; applicable reliability principles, guidelines, criteria, rules, procedures and standards of the ERO, NPCC, and any of their successors; planning criteria adopted and/or developed by the ISO; Transmission Owner criteria, rules, standards, guides and policies developed by the Transmission Owner for its facilities consistent with the ISO planning criteria, the applicable criteria of the ERO and NPCC; local transmission planning criteria; and the ISO New England Planning Procedures and ISO New England Operating Procedures, as they may be amended from time to time (collectively, the “Planning and Reliability Criteria”).

3.4 Other RSP Principles

The RSP shall be designed and implemented to: (i) avoid unnecessary duplication of facilities; (ii) identify facilities that are necessary to meet Planning and Reliability Criteria; (iii) avoid the imposition of unreasonable costs upon any Transmission Owner, Transmission Customer or other user of a transmission facility; (iv) take into account the legal and contractual rights and obligations of the Transmission Owners and the transmission-related legal and contractual rights and obligations of any other entity; (v) provide for coordination with existing transmission systems and with appropriate inter-area and local expansion plans; and (vi) properly coordinate with market responses, including, but not limited to generation, merchant transmission and demand-side responses.

3.5 Market Responses in RSP

Market responses shall include investments in resources (e.g., demand-side projects, generation and distributed generation) and [Elective Transmission Upgrades](#)~~Merchant Transmission Facilities~~, and shall be evaluated by the ISO, in consultation with the Planning Advisory Committee, pursuant to Sections 4.2(a) and 7 of this Attachment.

In developing the RSP, the ISO shall account for market responses: (i) proposed by Market Participants as addressing needs (and any critical time constraints for addressing such needs) identified in a RSP or Needs Assessment, developed pursuant to Section 4.1 of this Attachment; and (ii) that have proved to be viable by meeting the criteria specified in Section 4.2(a) of this Attachment, as applicable.

Specifically, market responses that are identified to the ISO and are determined by the ISO, in consultation with the Planning Advisory Committee, to be sufficient to alleviate the need for a particular regulated transmission solution or Transmission Upgrade, based on the criteria specified in the pertinent Needs Assessment or RSP, and are judged by the ISO to be achievable within the required time period, shall be reflected in the next RSP and/or in a new or updated Needs Assessment. That particular regulated transmission solution or Transmission Upgrade may continue to be included in the appropriate category on the RSP Project List (as described in Section 3.6 below), subject to the ISO having the flexibility to indicate that the project should proceed at a later date or it may be removed if it is determined to be no longer needed. If the market response does not fully address the defined needs, or if additional transmission infrastructure is required to facilitate the efficient operation of the market, the RSP shall also include that particular regulated transmission solution or Transmission Upgrade, subject to the ISO having the flexibility to indicate that the Transmission Upgrade or regulated transmission solution should proceed at a later date and be modified, if necessary.

3.6 The RSP Project List

(a) Elements of the RSP Project List

The RSP Project List shall identify regulated transmission solutions proposed in response to the needs identified in a RSP or Needs Assessments conducted pursuant to Section 4.1 of this Attachment. The RSP Project List shall identify the proposed regulated transmission solutions separately as either a Reliability Transmission Upgrade or a Market Efficiency Transmission Upgrade.

Within each category of the RSP Project List, the following subcategories will be utilized to indicate the status of each proposed regulated transmission solution in the evaluation

process. These subcategories include: (i) Concept; (ii) Proposed; (iii) Planned; (iv) Under Construction; and (v) In-Service.

“Concept” shall include a transmission project that is being considered by its proponent as a potential solution to meet a need identified by the ISO in a Needs Assessment or the RSP, but for which there is little or no analysis available to support the transmission project.

“Proposed” shall include a regulated transmission solution that (i) has been proposed in response to a specific need identified by the ISO in a Needs Assessment or the RSP and (ii) has been evaluated or further defined and developed in a Solutions Study, as specified in Section 4.2(b) of this Attachment, such that there is significant analysis that supports a determination by the ISO, as communicated to the Planning Advisory Committee, that the proposed regulated transmission solution would likely meet the need identified by the ISO in a Needs Assessment or the RSP, but has not received approval by the ISO under Section I.3.9 of the Tariff.

“Planned” shall include a Transmission Upgrade that has been approved by the ISO under Section I.3.9 of the Tariff.

“Under Construction” shall include a Transmission Upgrade that has received the approvals required under the Tariff and engineering and construction is underway.

“In Service” shall include a Transmission Upgrade that has been placed in commercial operation.

Each proposed regulated transmission solution or Transmission Upgrade shall also be cross-referenced to the specific systemwide or area needs identified in a Needs Assessment or RSP.

For completeness, the RSP Project List shall also include [Elective Transmission Upgrades](#) and transmission facilities (as determined under the ISO interconnection process specified in this OATT) to be built to accommodate new generation, [and Elective](#)

[Transmission Upgrades merchant transmission, and elective transmission interconnections](#) that have satisfied the requirements of this OATT.

(b) Periodic Updating of RSP Project List

The RSP Project List will be updated by the ISO periodically by adding, removing or revising regulated transmission solutions or Transmission Upgrades in consultation with the Planning Advisory Committee and, as appropriate, the Reliability Committee.

Updating of the RSP Project List shall be considered an update of the RSP to be reflected in the next RSP, as appropriate, pursuant to Section 3.1 of this Attachment.

(c) RSP Project List Updating Procedures and Criteria

As part of the periodic updating of the RSP Project List, the ISO: (i) shall modify (in accordance with the provisions of this Attachment) regulated transmission solutions or Transmission Upgrades to reflect changes to the PTF system configurations, including ongoing investments by Market Participants or other stakeholders; (ii) may add to and classify accordingly, regulated transmission solutions; and (iii) may remove from the RSP Project List regulated transmission solutions or Transmission Upgrades previously identified in the RSP Project List if the ISO determines that the need for the proposed regulated transmission solution or the approved Transmission Upgrade no longer exists or is no longer feasible. With regard to (iii) above, this may include a removal of a regulated transmission solution or Transmission Upgrade because a market response meeting the need reaches the maturity specified in Section 4.2(a) of this Attachment and has been determined, pursuant to Section 4.2(a) of this Attachment, to meet the need described in the pertinent Needs Assessment or RSP. In doing so, the ISO shall consult with and consider the input from the Planning Advisory Committee and, as appropriate, the Reliability Committee.

If a regulated transmission solution or Transmission Upgrade is removed from the RSP Project List by the ISO, the entity responsible for the construction of the regulated transmission solution or Transmission Upgrade shall be reimbursed for any costs prudently incurred or prudently committed to be incurred (plus a reasonable return on investment at existing Commission-approved ROE levels) in connection with the planning, designing, engineering, siting, permitting, procuring and other preparation for

construction, and/or construction of the regulated transmission solution or Transmission Upgrade proposed for removal from the RSP Project List. The provisions of Schedule 12 of this OATT shall apply to any cost reimbursement under this Section. Prior to finalizing the RSP, the ISO shall provide the Planning Advisory Committee with written information explaining the reasons for any removal under this Section.

(d) Posting of LSP Project Status

Each PTO will be individually responsible for publicly posting and updating the status of its respective LSP and the transmission projects arising therefrom on its company website. The ISO's posting of the RSP Project Lists will include links to each PTO's specific LSP posting to be provided to the ISO by the PTOs.

4. Procedures for the Conduct of Needs Assessments, Treatment of Market Responses and Evaluation of Regulated Transmission Solutions

4.1 Needs Assessments

On a regular and ongoing basis, the ISO, in coordination with the PTOs and the Planning Advisory Committee, shall conduct assessments (i.e., Needs Assessments) of the adequacy of the PTF system, as a whole or in part, to maintain the reliability of such facilities while promoting the operation of efficient wholesale electric markets in New England. A Needs Assessment shall analyze whether the PTF in the New England Transmission System: (i) meet applicable reliability standards; (ii) have adequate transfer capability to support local, regional, and inter-regional reliability; (iii) support the efficient operation of the wholesale electric markets; (iv) are sufficient to integrate new resources and loads on an aggregate or regional basis; or (v) otherwise examine various aspects of its performance and capability. A Needs Assessment shall also identify: (i) the location and nature of any potential problems with respect to the PTF and (ii) situations that significantly affect the reliable and efficient operation of the PTF along with any critical time constraints for addressing the needs of the PTF to facilitate the development of market responses and to initiate the pursuit of regulated transmission solutions.

(a) Triggers for Needs Assessments

The ISO, in coordination with the PTOs and the Planning Advisory Committee, shall perform Needs Assessments, inter alia, if:

- (i) a need for additional transfer capability is identified by the ISO in its ongoing evaluation of the PTF's adequacy and performance;
- (ii) a need for additional transfer capability is identified as a result of an ERO and/or NPCC reliability assessment or more stringent publicly available local reliability criteria, if any;
- (iii) constraints or available transfer capability limitations that are identified possibly as a result of generation additions or retirements, evaluation of load forecasts or proposals for the addition of transmission facilities in the New England Control Area;
- (iv) as requested by a stakeholder pursuant to the provisions of Section 4.1(b) of this Attachment; or
- (v) as otherwise deemed appropriate by the ISO as warranting such an assessment.

(b) Requests by Stakeholders for Needs Assessments for Economic Considerations

The ISO's stakeholders may request the ISO to initiate a Needs Assessment to evaluate potential regulated transmission solutions or market responses or investments that could result in (i) a net reduction in total production cost to supply system load based on the factors specified in Attachment N of this OATT, (ii) reduced congestion, or (iii) the integration of new resources and/or loads on an aggregate or regional basis (an "Economic Study").

Requests for Economic Studies shall be submitted, considered and prioritized as follows:

- (i) By no later than April 1 of each year, any stakeholder may submit to the ISO for public posting on the ISO's website a request for an Economic Study.
- (ii) The ISO shall thereafter add any of its own proposals for Economic Studies. The ISO shall also develop a rough work scope and cost estimate for all requested Economic Studies, and develop preliminary prioritization based on the ISO's perceived regional and/or, as coordinated with the applicable neighboring system, inter-area benefits to assist stakeholders in the prioritization of Economic Studies.

- (iii) By no later than May 1 of each year, the ISO shall provide the foregoing information to the Planning Advisory Committee, and a Planning Advisory Committee meeting shall be held at which Economic Study proponents will provide an explanation of their request.
- (iv) By no later than June 1 of each year, the ISO shall hold a meeting of the Planning Advisory Committee for the members of the Planning Advisory Committee to discuss, identify and prioritize, as further facilitated by the ISO's preparation of a straw priority list to be further discussed at such meeting, up to three (3) Economic Studies (the costs of which will be recovered by the ISO pursuant to Section IV.A of the Tariff) to be performed by the ISO in a given year, taking into consideration their impact on the ISO budget and other priorities.
- (v) The ISO and the Planning Advisory Committee may agree to hold additional meetings to further discuss and resolve any issue concerning the substance of the Economic Studies themselves and/or their prioritization.
- (vi) If the Planning Advisory Committee, after discussions between the Planning Advisory Committee and ISO management, is not able to prioritize the Economic Studies to be performed by the ISO in a given year, any member of the Planning Advisory Committee must submit a request for Regional Planning Dispute Resolution Process pursuant to Section 12 of this Attachment, such request to be submitted no later than August 30, to resolve the issues concerning the substance of the Economic Studies themselves and/or their prioritization.
- (vii) The ISO will issue a notice to the Planning Advisory Committee detailing the prioritization of the Economic Studies as identified by the Planning Advisory Committee or, if a request for Regional Planning Dispute Resolution Process is submitted pursuant to Section 4.1.(b)(vi), as determined through that Process.

The foregoing timelines are subject to adjustment as determined by the ISO in coordination with the Planning Advisory Committee. The ISO will provide periodic updates on the status of Economic Studies to the Planning Advisory Committee.

Economic Study requests not within the three [studies](#) identified [in Section 4.1\(b\)\(iv\)](#) to be performed in a given year ~~[may be requested and paid for by the study proponents shall be treated in the same manner as a request for Elective Transmission Upgrade described in the OATT.](#)~~

(c) Conduct of a Needs Assessment for Rejected Non-Price Retirement Requests and De-List Bids

- (i) Where a Needs Assessment is underway for an area affected by a rejected Permanent De-List Bid or Non-Price Retirement Request, the Needs Assessment will represent the resource with the rejected Permanent De-List Bid as being interconnected, but unavailable for reliability purposes, and the Non-Price Retirement Request as being retired in the base representation being used to assess the system to identify reliability needs that must be addressed.
- (ii) Where there is not a Needs Assessment underway for an area affected by a rejected Permanent De-List Bid or Non-Price Retirement Request, the ISO will initiate a Needs Assessment for that area.
- (iii) In the case of a rejected Static De-List Bid or Dynamic De-List Bid, the ISO may as warranted, with advisory input from the Reliability Committee, examine the unavailability of the resource(s) with the rejected bid as a sensitivity in a Needs Assessment, or examine the unavailability of the resource(s) in the base representation in a Needs Assessment. The ISO may as warranted, with advisory input from the Reliability Committee, initiate a Needs Assessment for the purpose of modeling rejected Static De-List Bids or Dynamic De-List Bids where the ISO believes that the initiation of such a study is warranted.
- (iv) Prior to the start of each New Capacity Show of Interest Submission Window, the ISO shall present to the Reliability Committee the status of any prior rejected de-list bids or Non-Price Retirement Requests being studied in the regional system planning process.

(d) Notice of Initiation of Needs Assessments

Prior to its commencement, the ISO shall provide notice of the initiation of a Needs Assessment to the Planning Advisory Committee consistent with Section 2 of this Attachment.

(e) Preparation of Needs Assessment

Needs Assessments may examine resource adequacy, transmission adequacy, projected congestion levels and other relevant factors as may be agreed upon from time to time. Needs Assessments shall also consider the views, if any, of the Planning Advisory Committee, State regulators or agencies, a Regional State Committee, if in existence, the Market Advisor to the ISO Board of Directors, and the ISO Board of Directors. A corresponding assessment shall be performed by the PTOs to identify any needs relating to the Non-PTF transmission facilities (of whatever voltage) that could affect the provision of Regional Transmission Service over the PTF.

(f) Needs Assessment Study Groups

For the development of the Needs Assessments, the ISO may form a targeted study group of representatives of affected stakeholders based on the scope of the particular Needs Assessment. Participation in such study groups is voluntary and is intended to provide an opportunity to affected stakeholders for early involvement in the regional system planning process. The ISO may form sub-working groups with limited participation due to ISO New England Information Policy/Code of Conduct and CEII constraints.

(g) Input from the Planning Advisory Committee

Meetings of the Planning Advisory Committee shall be convened to identify additional considerations relating to a Needs Assessment that were not identified in support of initiating the assessment, and to provide input on the Needs Assessment's scope, assumptions and procedures, consistent with the responsibilities of the Planning Advisory Committee as set forth in Section 2.2 of this Attachment.

(h) Publication of Needs Assessment and Response Thereto

The ISO shall report the results of Needs Assessments to the Planning Advisory Committee, subject to CEII constraints. Needs Assessments containing CEII will be posted on the ISO's password-protected website consistent with Section 2.4(d) of this Attachment. Needs Assessments will identify high-level functional requirements and characteristics for regulated transmission solutions and market responses that can meet the needs described in the assessment. The ISO will also present the Needs Assessments in appropriate market forums to facilitate market responses. Generally, following a Needs Assessment, the ISO will evaluate the adequacy

of proposed regulated solutions by performing Solutions Studies, as described in Section 4.2 of this Attachment.

4.2 Treatment of Market Responses and Evaluation of Regulated Transmission Solutions

(a) Treatment of Market Solutions in Needs Assessments

The ISO shall reflect proposed market responses in the regional system planning process. Market responses may include, but are not limited to, resources (e.g., demand-side projects and distributed generation) and [Elective Transmission Upgrades](#)~~Merchant Transmission Facilities~~.

Specifically, the ISO shall incorporate or update information regarding resources in Needs Assessments that have been proposed and (i) have cleared in a Forward Capacity Auction pursuant to Market Rule 1 of the ISO Tariff, (ii) have been selected in, and are contractually bound by, a state-sponsored Request For Proposals, or (iii) have a financially binding obligation pursuant to a contract. With respect to (ii) or (iii) above, the proponent of the market response shall inform the ISO, in writing, of its selection or its assumption of financially binding obligations, respectively. The ISO shall incorporate or update information regarding a proposed ~~Merchant Transmission Facility or~~ Elective Transmission Upgrade in a Needs Assessment at a time after the studies corresponding to the ~~Merchant Transmission Facility or~~ Elective Transmission Upgrade are completed (including receipt of approval under Section I.3.9 of the Tariff), ~~and~~ a commercial operation date has been ascertained, [and for which the certification has been accepted in accordance with Section III.12 of the Tariff](#). ~~In the case where with the exception of~~ Elective Transmission Upgrades ~~that~~ are proposed in conjunction with the interconnection of a resource, [these Elective Transmission Upgrades which](#) shall be considered at the same time as the proposed resource is considered in the Needs Assessment [provided that the studies corresponding to the Elective Transmission Upgrade are completed \(including receipt of approval under Section I.3.9 of the Tariff\), a commercial operation date has been ascertained, and for which the certification has been accepted in accordance with Section III.12 of the Tariff](#).

(b) Evaluation and Development of Regulated Transmission Solutions in Solutions Studies

The ISO, in coordination with the proponents of regulated transmission solutions and other interested or affected stakeholders, shall conduct or participate in studies (“Solutions Studies”) to evaluate whether proposed regulated transmission solutions meet the PTF system needs identified

in Needs Assessments. The ISO, in coordination with affected stakeholders shall also identify regulated transmission projects for addressing the needs identified in Needs Assessments.

The ISO may form ISO-led targeted study groups to conduct Solutions Studies. Such study groups will include representatives of the proponents of regulated transmission solutions and other interested or affected stakeholders. Through this process, the ISO may identify the most cost-effective and reliable solutions for the region that meets a need identified in a Needs Assessment. These solutions may differ from a transmission solution proposed by a transmission owner.

Proponents of regulated transmission proposals in response to Needs Assessments shall also identify any LSP plans that require coordination with their regulated transmission proposals addressing the PTF system needs.

(c) Notice of Initiation of a Solutions Study

The ISO shall provide notice of the initiation and scope of a Solutions Study to the Planning Advisory Committee.

(d) Classification of Regulated Transmission Solutions

As described in Section 3.1 and 3.6(a) of this Attachment, proposed regulated transmission solutions determined by the ISO, in consultation with the Planning Advisory Committee, to address needs identified in Needs Assessments shall be classified as either a Reliability Transmission Upgrade and/or a Market Efficiency Transmission Upgrade pursuant to the standards set forth in Attachment N of this OATT.

(e) Inclusion of Results of Solutions Studies in the RSP

The results of Solutions Studies will be reported to the Planning Advisory Committee and will, as appropriate, be reflected in the RSP and/or its Project List, as it is updated from time to time in accordance with this Attachment.

5. Supply of Information and Data Required for Regional System Planning

The Transmission Owners, Generator Owners, Transmission Customers, Market Participants and other entities requesting transmission or interconnection service or proposing the integration of facilities to PTF in the New England Transmission System or alternatives to such facilities, and stakeholders requesting a

Needs Assessment pursuant to Section 4.1 of this Attachment, shall supply, as required by the Tariff, the Participants Agreement, MPSAs, applicable transmission operating agreements, and/or other existing agreements, protocols and procedures, or upon request by the ISO, and subject to required CEII and confidentiality protections as specified in Section 2.4 of this Attachment, any information (including cost estimates) and data that is reasonably required to prepare an RSP or to perform a Needs Assessment or Solutions Study.

6. Regional, Local and Inter-Area Coordination

6.1 Regional Coordination

The ISO shall conduct the regional system planning process for the PTF in coordination with the transmission-owning entities in, or other entities interconnected to, the New England Transmission System consistent with the rights and obligations defined in the ISO OATT, applicable transmission operating agreements or protocols, and/or this Attachment. Pursuant to Section II.49 of this OATT and Sections 3.02, 3.05 and 3.09 of the TOA, the ISO has Operating Authority or control over all PTF and Non-PTF within the New England Control Area, which are utilized for the provision of transmission service under this OATT. The ISO also has Operating Authority or control over the United States portions of the HVDC ties to Quebec and over Merchant Transmission Facilities and Other Transmission Facilities, pursuant to this OATT or applicable transmission operating agreements or protocols. The ISO, however, is not responsible for the planning of the Non-PTF, OTF and MTF. As provided in Section 6.2 and Appendix 1 of this Attachment, the PTOs are responsible for the planning of the Non-PTF and coordinating such planning efforts with the ISO. Pursuant to the OATT and/or applicable transmission operating agreements or protocols, the transmission owners of OTF and MTF are required to participate in the ISO's regional system planning process and perform and/or support studies of the impacts of regional system projects on their respective facilities.

6.2 Local Coordination

The regional system planning process shall be conducted and the annual RSP shall be developed in coordination with the local system plans of the PTOs. In accordance with the TOA and OATT provisions identified in Section 6.1 of this Attachment, the PTOs have responsibility for planning Non-PTF. The PTOs conduct planning of Non-PTF using the LSP process outlined in Section 2.5 and Appendix 1 of this Attachment, in coordination with the ISO, other entities interconnected with the New England Transmission System, Transmission Customers and stakeholders, and in accordance with the provisions in the TOA, the OATT and the Planning and Reliability Criteria. The openness and transparency of the LSP process is intended to be consistent with the regional system planning process.

6.3 Inter-Area Coordination

The regional system planning process shall be conducted and the annual RSP shall be developed in coordination with the similar plans of the surrounding ISOs/RTOs and Control Areas pursuant to the Northeastern ISO/RTO Planning Coordination Protocol and other agreements with neighboring systems and NPCC. Inter-area planning studies shall be conducted over as broad a region as feasible, including adjacent Canadian systems who are members of NPCC, or its successor organization, and, as appropriate, MAAC and Reliability First, or their successor organizations. The ISO shall convene periodic meetings of the Planning Advisory Committee, within the scope of its respective functions of Section 2 of this Attachment, to provide input and feedback to the ISO concerning an Inter-area needs assessment and identification of potential market and regulated responses to the ISO's identification of inter-area needs.

7. Procedures for Development and Approval of the RSP

7.1 Initiation of RSP

Every year, the ISO shall initiate an effort to develop its annual RSP and solicit input on regional system needs for the RSP from the Planning Advisory Committee. The Planning Advisory Committee shall meet to perform its respective functions in connection with the preparation of the RSP, as specified in Section 2 of this Attachment.

7.2 Draft RSP; Public Meeting

On or about August of each year, the ISO shall provide a draft of the RSP to the Planning Advisory Committee and input from that Committee shall be received and considered in preparing and revising subsequent drafts. The ISO shall post the draft RSP and provide notice to the Planning Advisory Committee of a meeting to review the draft RSP as specified in Section 2.2 of this Attachment.

On or about September of each year, the ISO shall issue a second draft of the RSP to be presented by the ISO staff to the ISO Board of Directors for approval. The draft RSP shall incorporate the results of any Needs Assessment, and corresponding Solutions Studies, performed since the last RSP was approved. A subcommittee of that Board shall hold a public meeting, at their discretion, to receive input directly and to discuss any proposed revisions to the RSP. The final recommended RSP shall be presented to the ISO Board of Directors no later than September 30 of each year and shall be acted on by the ISO Board of Directors within 60 days of receipt. The foregoing timeframes are subject to adjustment as determined by the ISO in coordination with the Planning Advisory Committee.

7.3 Action by the ISO Board of Directors on RSP; Request for Alternative Proposals

(a) Action by ISO Board of Directors on RSP

The ISO Board of Directors may approve the recommended draft RSP as submitted, modify the RSP or remand all or any portion of it back with guidance for development of a revised recommendation. The Board of Directors may consider the RSP in executive session, and shall consider in its deliberations the views of the subcommittee of the Board of Directors reflecting the public meeting held pursuant to Section 7.2 of this Attachment. In considering whether to approve the draft RSP, the Board of Directors may, if it finds a proposed Reliability Benefit Upgrade not to be viable, or if no Reliability Benefit Upgrade has been proposed, direct the ISO staff to meet with the affected load serving entities and State entities in order to develop an interim solution. Should that effort fail, and as a last resort, the Board of Directors may direct the ISO to issue a Request For Alternative Proposal (“RFAP”), subject to the procedures described below, and may withhold approval of the draft RSP, or portions thereof, pending the results of that RFAP and any Commission action on any resulting jurisdictional contract or funding mechanism. The ISO shall provide a written explanation as to any subsequent changes or modification made in the final version of the RSP.

(b) Requests For Alternative Proposals

(i) The RFAP shall seek generation, demand-side and merchant transmission alternatives that can be implemented rapidly and provide substantial reliability benefits over the period solicited in the RFAP, and normally will focus on an interim (“gap”) solution until an identified Reliability Transmission Upgrade has been placed in-service. The ISO will file a proposed RFAP with the Commission for approval at least 60 days prior to its issuance. The filing shall explain why the issuance of an RFAP is necessary.

(ii) The ISO staff shall provide the Board of Directors and subject to confidentiality requirements, the Planning Advisory Committee with an analysis of the alternatives offered in response to the RFAP, and provide a recommendation together with a funding mechanism reflecting input from the Planning Advisory Committee.

(iii) The ISO may enter into contracts awarded pursuant to an RFAP process, and/or propose a funding mechanism. Bidders that are awarded contracts through the RFAP process shall file those contracts with the Commission for approval of the rates to be charged thereunder to the extent that such contracts are for services that are jurisdictional

to the Commission. The ISO shall file related or separate funding mechanisms with the Commission as well. All other contracts entered into pursuant to an RFAP shall be filed with the Commission for informational purposes.

(iv) The Board of Directors will reflect the results of the RFAP process in the approved RSP.

8. Obligations of PTOs to Build; PTOs' Obligations, Conditions and Rights

In accordance with the TOA, PTOs designated by the ISO as the appropriate entities to construct and own or finance Transmission Upgrades included in the RSP shall construct and own or finance such facilities or enter into appropriate contracts to fulfill such obligations. In the event that a PTO: (i) does not construct or indicates in writing that it does not intend to construct a Transmission Upgrade included in the RSP; or (ii)

demonstrates that it has failed (after making a good faith effort) to obtain necessary approvals or property rights under applicable law, the ISO shall promptly file with the Commission a report on the results of the planning process, which report shall include a report from the PTO responsible for the planning, design or construction of such No. 3 Open Access Transmission Tariff Section II – Attachment K – Regional System Planning Process Transmission Upgrade, in order to permit the Commission to determine what action, if any, it should take.

In connection with regional system planning, the ISO will not propose to impose on any PTO obligations or conditions that are inconsistent with the explicit provisions of the TOA or deprive any PTO of any of the rights set forth in the TOA.

Subject to necessary approvals and compliance with Section 2.06 of the TOA, nothing in this OATT shall affect the right of any PTO to expand or modify its transmission facilities in the New England Transmission System on its own initiative or in response to an order of an appropriate regulatory authority. Such expansions or modifications shall conform with: (a) Good Utility Practice; (b) applicable reliability principles, guidelines, criteria, rules, procedures and standards of national, regional, and local reliability councils that may be in existence; and (c) the ISO and relevant PTO criteria, rules, standards, guides and policies. The ISO reserves its right to challenge the permitting of such expansions or modifications.

9. Merchant Transmission Facilities

9.1 General

Subject to compliance with the requirements of the Tariff and any other applicable requirements with respect to the interconnection of bulk power facilities with the New England Transmission System, any entity shall have the right to propose and construct the addition of transmission facilities (“Merchant Transmission Facilities”), none of the costs of which shall be covered under the cost allocation provisions of this OATT. Any such Merchant Transmission Facilities shall be subject to the requirements of Section 9.2 of this Attachment. In performing studies in connection with the RSP, the prospect that proposed Merchant Transmission Facilities will be completed shall be accounted for as will the prospect that proposed generating units will be completed.

9.2 Operation and Integration

All Merchant Transmission Facilities shall be subject to: (i) an agreement to transfer to the ISO operational control authority over any facilities which constitute part of the Merchant Transmission Facilities that are to be integrated with, or that will affect, the New England Transmission System; and (ii) taking such other action as may be required to make the facility available for use as part of the New England Transmission System.

9.3 Control and Coordination

Until such time as a Merchant Transmission Owner has transferred operational control over its Merchant Transmission Facilities to the ISO pursuant to Section 9.2(i), all such Merchant Transmission Facilities shall be subject to the operational control, scheduling and maintenance coordination of the System Operator in accordance with the Tariff.

10. Cost Responsibility for Transmission Upgrades

The cost responsibility for each upgrade, modification or addition to the transmission system in New England that is included with the status of “Planned” in the RSP Project List as defined in Section 3.6 of this Attachment shall be determined in accordance with Schedule 12 of this OATT.

11. Allocation of ARRs

The allocation of ARRs in connection with Transmission Upgrades is addressed in Section III.C.8 of the Tariff.

12. Dispute Resolution Procedures

12.1 Objective

Section 12 of this Attachment sets forth a dispute resolution process (the “Regional Planning Dispute Resolution Process”) through which regional transmission planning-related disputes may be resolved as expeditiously as possible.

12.2 Confidential Information and CEII Protections

All information disclosed in the course of the Regional Planning Dispute Resolution Process shall be subject to the protection of confidential information and CEII consistent with the ISO New England Information Policy and CEII policy.

12.3 Eligible Parties

Any member of the Planning Advisory Committee that has been adversely affected by a Reviewable Determination, defined in Section 12.4(a) of this Attachment, with respect to the regional system planning process described in this Attachment is eligible to raise its dispute, as appropriate, under this Dispute Resolution Process (“Disputing Party”).

12.4 Scope

In order to ensure that the regional transmission planning process set forth under this Attachment moves expeditiously forward, the scope of issues that may be subject to the Regional Planning Dispute Resolution Process under this Section 12 shall be limited to certain key procedural and substantive decisions made by the ISO within its authority as specified in documents on file with the Commission. That is, decisions not subject to resolution within the jurisdiction of the Commission are not within the scope of the Regional Planning Dispute Resolution Process. Examples of matters not within the scope of the Regional Planning Dispute Resolution Process include planning to serve retail native load or state siting issues. Additionally, the Tariff already explicitly provides specific dispute resolution procedures for various matters. To this end, any matter regarding the review and approval of applications pursuant to Section I.3.9 of the Tariff, which is subject to the dispute resolution process under Section I.6 of the Tariff, shall not be within the scope of this Regional Planning Dispute Resolution Process. Similarly, any matter regarding Transmission Cost Allocation shall be governed by the dispute resolution process under Schedule 12 of the OATT, and shall be outside the scope of this Regional Planning Dispute Resolution Process.

(a) Reviewable Determinations

The determinations that may be subject to the Regional Planning Dispute Resolution Process under this Section 12 that include certain procedural and substantive challenges that may arise at

limited designated key decision points in the regional transmission planning process for PTF. Procedural challenges will be limited to whether or not the steps taken up to a designated key decision point conform to the requirements set forth in this Attachment. Substantive challenges will be limited to whether or not a determination or conclusion rendered at a designated key decision point was supported by adequate basis in fact.

The designated key decision points for Reviewable Determinations shall be limited to the following:

- (i) Results of a Needs Assessment conducted and communicated by the ISO to the Planning Advisory Committee as specified in Section 4.1 of this Attachment;
- (ii) Updates to the RSP Project List, including adding, removing or revising regulated transmission solutions included thereunder, as presented at the Planning Advisory Committee and as specified in Section 3.6 of this Attachment;
- (iii) Results of Solutions Studies conducted and communicated by the ISO to the Planning Advisory Committee as specified in Section 4.2 of this Attachment;
- (iv) Consideration of market responses in Needs Assessments as specified in Section 4.2 of this Attachment;
- (v) Substance of Economic Studies to be conducted by the ISO in a given year as specified in Section 4.1(b) of this Attachment; and
- (vi) Prioritization of Economic Studies to be performed in a given year where the Planning Advisory Committee is not able to prioritize them as specified in Section 4.1(b) of this Attachment.

(b) Material Adverse Impact

In order to prevail in a challenge to a procedural-based Reviewable Determination, the Disputing Party must show that the alleged procedural error had a material adverse impact on the determination or conclusion. In order to prevail in a challenge to a substantive-based Reviewable Determination, the Disputing Party must show that either (i) the determination is based on

incorrect data or assumptions or (ii) incorrect analysis was performed by the ISO, and (iii) as a result the ISO made an incorrect decision or determination.

12.5 Notice and Comment

A Disputing Party aggrieved by a Reviewable Determination shall have fifteen (15) calendar days upon learning of the Reviewable Determination following the ISO's presentation of such Reviewable Determination at the Planning Advisory Committee to request dispute resolution by giving notice to the ISO ("Request for Dispute Resolution"). A Request for Dispute Resolution shall be in writing and shall be addressed to the ISO's Chair of the Planning Advisory Committee and, as appropriate, the affected Transmission Owner. Within three (3) Business Days of the receipt by the ISO of a Request for Dispute Resolution, the ISO shall prepare and distribute to all members of the Planning Advisory Committee a notice of the Request for Dispute Resolution including, subject to the protection of Confidential Information and CEII, the specifics of the Request for Dispute Resolution and providing the name of an ISO representative to whom any comments may be sent. Any member of the Planning Advisory Committee may submit to the ISO's designated representative, on or before the tenth (10th) Business Day following the date the ISO distributes the notice of the Request for Dispute Resolution, written comments to the ISO with respect to the Request for Dispute Resolution. The party filing the Request for Dispute Resolution may respond to any such comments by submitting a written response to the ISO's designated representative and to the commenting party on or before the fifteenth (15th) Business Day following the date the ISO distributes the notice of the Request for Dispute Resolution. The ISO may, but is not required to, consider any written comments.

12.6 Dispute Resolution Procedures

(a) Resolution Through the Planning Advisory Committee

The Planning Advisory Committee shall discuss and resolve any dispute arising under this Attachment involving a Reviewable Determination, as defined in Section 12.4 of this Attachment, between and among the ISO, the Disputing Party, and, as appropriate, the affected Transmission Owner (collectively, "Parties") (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution).

(b) Resolution Through Informal Negotiations

To the extent that the Planning Advisory Committee is not able to resolve a dispute arising under this Attachment involving a Reviewable Determination, as defined in Section 12.4 of this

Attachment, between and among the ISO, the Disputing Party, and, as appropriate, the affected Transmission Owner, such dispute shall be the subject of good-faith negotiations among the Parties. Each Party shall designate a fully authorized senior representative for resolution on an informal basis as promptly as practicable.

(c) Resolution Through Alternative Dispute Resolution

In the event the designated representatives are unable to resolve the dispute through informal negotiation within thirty (30) days, or such other period as the Parties may agree upon, by mutual agreement of the Parties, such dispute may be submitted to mediation or any other form of alternative dispute resolution upon the agreement of all Parties to participate in such mediation or other alternative dispute resolution process. Such form of alternative dispute resolution shall not include binding arbitration.

If a Party identifies exigent circumstances reasonably requiring expedited resolution of the dispute, such Party may file a Complaint with the Commission or seek other appropriate redress before a court of competent jurisdiction.

12.7 Notice of Dispute Resolution Process Results

Within three (3) Business Days following the resolution of a dispute pursuant to either Section 12.6(b) or Section 12.6(c) of this Attachment, the ISO shall distribute to the Planning Advisory Committee a document reflecting the resolution.

13. Rights Under The Federal Power Act

Nothing in this Attachment shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

ATTACHMENT K APPENDIX 1
ATTACHMENT K -LOCAL
LOCAL SYSTEM PLANNING PROCESS

APPENDIX 1
ATTACHMENT K -LOCAL
LOCAL SYSTEM PLANNING PROCESS

1. Local System Planning Process

1.1 General

In circumstances where transmission system planning for Non-Pool Transmission Facilities (“Non-PTF”)¹ is taking place in New England that is not incorporated into the RSP planning process, the following Local System Plan (“LSP”) process will be utilized for transmission planning purposes. The purpose of the LSP is to enable formal stakeholder input to planning for Non-PTF that is not incorporated into the RSP. The LSP shall ensure the opportunity for Planning Advisory Committee participation in the LSP process. The LSP will not be subject to approval by the ISO or the ISO Board under the RSP.

1.2 Planning Advisory Committee Review

The Planning Advisory Committee shall periodically provide input and feedback to the PTOs concerning the development of the LSP and the conduct of associated system enhancement and expansion studies. It is contemplated that LSP issues for identified local areas will be periodically addressed at the end of regularly scheduled Planning Advisory Committee meetings. Regular meetings of the Planning Advisory Committee shall be extended as necessary to serve the purposes of this section. Each PTO contemplating the addition of new Non-PTF will present its respective LSP to the Planning Advisory Committee not less than once per year.

1.3 Role of the PTOs

Each PTO will be responsible for administering the LSP process pertaining to its own Non-PTF by presenting LSP information to the Planning Advisory Committee, developing an appropriate needs analysis and addressing LSP needs within its local area. In developing its LSP, each PTO will ensure comparable treatment of similarly situated customers or potential customers and will take into consideration data, comments and specific requests supplied by the Planning Advisory Committee, Transmission Customers and other stakeholders. To the extent that generation and/or demand resources are identified that could impact planning for Non-PTF, each PTO will take such resources into account when developing the LSP for its facilities, consistent with Good Utility Practice. Each PTO will also be

¹ For absence of doubt, the PTOs clarify that Non-PTF is meant to include Category B and Local Area Facilities as defined by the TOA.

responsible for addressing issues or concerns arising out of Planning Advisory Committee review of its proposed LSP and posting its LSP and the LSP Project List.

1.4 Description of LSP

The LSP shall describe the projected improvements to Non-PTF that are needed to maintain system reliability and shall reflect the results of a reliability review within the limited geographical areas that pertain to the LSP, as determined by each PTO (“LSP Needs Assessments”), and corresponding system planning and expansion studies. The LSP Needs Assessments will be coordinated with the RSP and include the information that the ISO-NE incorporates into the RSP plans, as applicable. The proponents of regulated transmission proposals in response to LSP Needs Assessments shall also identify any RSP plans that require coordination with their regulated transmission proposals addressing the Non-PTF system needs.

The LSP shall identify the planning process, criteria, data, and assumptions used to develop the LSP. To the extent the current LSP utilizes data, assumptions or criteria used by the ISO in the RSP, any such data, assumptions or criteria will also be identified in the LSP.

Each PTO’s LSP will be made available on a website for review by the Planning Advisory Committee, Transmission Customers and other stakeholders, subject to the ISO New England Information Policy and CEII restrictions or requirements. The ISO’s posting of the RSP and the RSP Project List will include links to each PTO’s specific LSP posting.

The LSP of a particular PTO shall be posted not less than 3 business days prior to its presentation by the PTO to the Planning Advisory Committee. The Planning Advisory Committee, Transmission Customers, and other stakeholders will have 30 days from the date of the PTO’s presentation to the Planning Advisory Committee to provide any written comments for consideration by the PTO. The LSP shall specify the physical characteristics of the solutions that can meet the needs identified in the LSP. The LSP shall provide sufficient information to allow Market Participants to assess the quantity, general locations and operating characteristics of the type of incremental supply or demand-side resources, or merchant transmission projects, that would satisfy the identified needs or that may serve to modify, offset or defer proposed regulated transmission upgrades.

Each year’s LSP shall be based upon the LSP completed in the prior year by either recertifying the results of the prior LSP or providing specific updates.

1.5 Economic Studies

To the extent that the ISO selects any Economic Studies pursuant to Section 4.1(b) of Attachment K or otherwise performs Economic Studies that will impact Non-PTF, the PTOs will coordinate with the ISO in the performance of such Economic Studies.

2. Posting of LSP Project List

Each PTO shall develop, maintain and make available on a website, a cumulative listing of proposed regulated transmission solutions that may meet LSP needs (the "LSP Project List"). The LSP Project List will be updated at least annually. The LSP Project List shall also provide reasons for any new Non-PTF, any change in status of proposed Non-PTF, or any removal of proposed Non-PTF from the LSP Project List. Each PTO will be individually responsible for publicly posting and updating the status of its respective LSP and the transmission projects arising therefrom on a website in a format comparable to the manner in which RSP plans and projects are posted on the RSP Project List. The ISO's posting of the RSP and RSP Project List will include links to each PTO's specific LSP Project List.

3. Posting of Assumptions and Criteria

Each PTO will make available on a website the planning criteria and assumptions used in its current LSP. A link to each PTO's planning criteria and assumptions will be posted on the ISO website.

4. Cost Responsibility for Transmission Upgrades

The cost responsibility for each upgrade, modification or addition to the transmission system in New England that is included in the LSP Project List of this Appendix 1 shall be determined in accordance with Schedule 21 of this OATT.

5. LSP Dispute Resolution Procedures

5.1 Objective

Section 5 of this Appendix 1 sets forth an LSP dispute resolution process (the "LSP Dispute Resolution Process") through which LSP-related transmission planning-related disputes may be resolved as expeditiously as possible.

5.2 Confidential Information and CEII Protections

All information disclosed in the course of the LSP Dispute Resolution Process shall be subject to the protection of confidential information and CEII consistent with the ISO New England Information Policy and CEII policy.

5.3 Eligible Parties

Any member of the Planning Advisory Committee that has been adversely affected by a PTO's Reviewable Determination with respect to the LSP transmission planning process described in this Appendix 1 is eligible to raise its dispute, as appropriate, under this LSP Dispute Resolution Process ("Disputing Party").

5.4 Scope

In order to ensure that the LSP transmission planning process set forth under this Appendix 1 moves expeditiously forward, the scope of issues that may be subject to the LSP Dispute Resolution Process under this Section 5 shall be limited to certain key procedural and substantive decisions made by the applicable PTO within its authority as specified in documents on file with the Commission. That is, decisions not subject to resolution within the jurisdiction of the Commission are not within the scope of this LSP Dispute Resolution Process. Examples of matters not within the scope of the LSP Dispute Resolution Process include planning to serve retail native load or state siting issues. Additionally, the Tariff already explicitly provides specific dispute resolution procedures for various matters. To this end, any matter regarding the review and approval of applications pursuant to Section I.3.9 of the Tariff, which is subject to the dispute resolution process under Section I.6 of the Tariff, shall not be within the scope of this LSP Dispute Resolution Process. Similarly, any matter regarding Transmission Cost Allocation shall be governed by the dispute resolution process under Schedule 12 of the OATT, and shall be outside the scope of this LSP Dispute Resolution Process.

(a) Reviewable Determinations:

The LSP determinations made by the applicable PTO that may be subject to the LSP Dispute Resolution Process under this Section 5 ("Reviewable LSP Determination") shall include certain procedural and substantive challenges at designated key decision points during the LSP transmission planning process for Non-PTF ("Key LSP Decision Points"). Procedural challenges will be limited to whether or not the steps taken up to a Key LSP Decision Point conform to the requirements set forth in this Appendix 1. Substantive challenges will be limited to whether or not a determination or conclusion rendered at a Key LSP Decision Point was supported by adequate basis in fact. The Key LSP Decision Points shall be limited to the following:

- (i) Results of an LSP Needs Assessment conducted and communicated by a PTO to the Planning Advisory Committee as specified in this Appendix 1;
- (ii) Updates to the LSP Project List, including adding, removing or revising regulated Non-PTF transmission solutions included thereunder, as presented at the Planning Advisory Committee and as specified in this Appendix 1;
- (iii) Results of Non-PTF transmission solution studies conducted and communicated by the PTO to the Planning Advisory Committee as specified in this Appendix 1; and
- (iv) Consideration of market responses in LSP Needs Assessments as specified in this Appendix 1.

(b) Material Adverse Impact

In order to prevail in a challenge to a procedural-based Reviewable LSP Determination, the Disputing Party must show that the alleged procedural error had a material adverse impact on the determination or conclusion made by the applicable PTO. In order to prevail in a challenge to a substantive-based Reviewable LSP Determination, the Disputing Party must show that either (i) the determination is based on incorrect data or assumptions or (ii) incorrect analysis was performed by the PTO, and (iii) as a result thereof, the PTO made an incorrect decision or determination.

5.5 Notice and Comment

A Disputing Party aggrieved by a PTO's Reviewable LSP Determination shall have fifteen (15) calendar days upon learning of the Reviewable LSP Determination following the PTO's presentation of such LSP Reviewable Determination at the Planning Advisory Committee to request dispute resolution by giving notice to the Applicable PTO ("Request for LSP Dispute Resolution").

A Request for LSP Dispute Resolution shall be in writing and shall be provided to the applicable PTO and, as appropriate, other affected Transmission Owners. Within three (3) Business Days of the receipt by a PTO of a Request for Dispute Resolution, the PTO, in coordination with the ISO, shall prepare and distribute to all members of the Planning Advisory Committee a notice of the Request for Dispute Resolution including, subject to the protection of Confidential Information and CEII, the specifics of the

Request for Dispute Resolution and providing the name of a PTO representative to whom any comments may be sent. Any member of the Planning Advisory Committee may submit to the PTO's designated representative, on or before the tenth (10th) Business Day following the date the PTO distributes the notice of the Request for Dispute Resolution, written comments to the PTO with respect to the Request for Dispute Resolution. The Disputing Party filing the Request for Dispute Resolution may respond to any such comments by submitting a written response to the PTO's designated representative and to the commenting party on or before the fifteenth (15th) Business Day following the date the PTO distributes the notice of the Request for Dispute Resolution. The PTO may, but is not required to, consider any written comments.

5.6 Dispute Resolution Procedure

(a) Resolution Through the Planning Advisory Committee

The Planning Advisory Committee shall discuss and resolve any LSP related dispute arising under this Appendix 1 involving a Reviewable LSP Determination, as defined in Section 5.4 of this Appendix 1, between and among the applicable PTO, the Disputing Party, and, as appropriate, other affected Transmission Owners and the ISO (collectively, "Parties") (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution).

(b) Resolution Through Informal Negotiation

To the extent that the Planning Advisory Committee is not able to resolve a dispute arising under this Appendix 1 involving a Reviewable LSP Determination, as defined in Section 5.4 of this Appendix 1, between and among the Parties, such dispute shall be the subject of good-faith negotiations among the Parties. Each Party shall designate a fully authorized senior representative for resolution on an informal basis as promptly as practicable.

(c) Resolution Through Alternative Dispute Resolution

In the event the designated representatives are unable to resolve the dispute through informal negotiations within thirty (30) days, or such other period as the Parties may agree upon, by mutual agreement of the Parties, such LSP related dispute may be submitted to mediation or any other form of alternative dispute resolution upon the agreement of all Parties to participate in such mediation or other alternative dispute resolution process. Such form of alternative dispute resolution shall not include binding arbitration.

If a Party identifies exigent circumstances reasonably requiring expedited resolution of the LSP related dispute, such Party may file a Complaint with the Commission or seek other appropriate redress before a court of competent jurisdiction

5.7 Notice of Results of Dispute Resolution

Within three (3) Business Days following the resolution of a dispute pursuant to either Section 5.6(b) or 5.6(c) of this Appendix 1, the PTO shall distribute to members of the Planning Advisory Committee a document reflecting the resolution.

5.8 Rights under the Federal Power Act:

Nothing in this Appendix 1 shall restrict the rights of any party to file a complaint with the Commission under relevant provisions of the Federal Power Act.

III.12 Calculation of Capacity Requirements

III.12.1 Installed Capacity Requirement.

Prior to each Forward Capacity Auction, the ISO shall calculate the Installed Capacity Requirement for the New England Control Area for each upcoming Capacity Commitment Period through the Capacity Commitment Period associated with that Forward Capacity Auction in accordance with this Section III.12.1.

The ISO shall determine the Installed Capacity Requirement such that the probability of disconnecting non-interruptible customers due to resource deficiency, on average, will be no more than once in ten years. Compliance with this resource adequacy planning criterion shall be evaluated probabilistically, such that the Loss of Load Expectation (“LOLE”) of disconnecting non-interruptible customers due to resource deficiencies shall be no more than 0.1 day each year. The forecast Installed Capacity Requirement shall meet this resource adequacy planning criterion for each Capacity Commitment Period. The Installed Capacity Requirement shall be determined assuming all resources pursuant to Sections III.12.7 and III.12.9 will be deliverable to meet the forecasted demand determined pursuant to Section III.12.8.

If the Installed Capacity Requirement shows a consistent bias over time, either high or low, the ISO shall make adjustments to the modeling assumptions and/or methodology through the stakeholder process to eliminate the bias in the Installed Capacity Requirement. The modeling assumptions used in determining the Installed Capacity Requirement are specified in Sections III.12.7, III.12.8 and III.12.9. For the purpose of this Section III.12, a “resource” shall include generating resources, demand resources, and import capacity resources eligible to receive capacity payments in the Forward Capacity Market.

The ISO shall determine, by applying the same modeling assumptions and methodology used in determining the Installed Capacity Requirement, the capacity requirement value for each LOLE probability specified in Section III.13.2.2 for the System-Wide Capacity Demand Curve.

III.12.2 Local Sourcing Requirements and Maximum Capacity Limits.

Prior to each Forward Capacity Auction, the ISO shall calculate the capacity requirements and limitations, accounting for relevant transmission interface limits which shall be determined pursuant to Section III.12.5, for each modeled Capacity Zone (as described in Section III.12.4) for each upcoming Capacity Commitment Period through the Capacity Commitment Period associated with that Forward Capacity

Auction. The Local Sourcing Requirement shall represent the minimum amount of capacity that must be procured within an import-constrained Capacity Zone. The Maximum Capacity Limit shall represent the maximum amount of capacity that can be procured in an export-constrained Capacity Zone to meet the Installed Capacity Requirement.

The ISO shall use consistent assumptions and standards to establish a resource's electrical location for purposes of qualifying a resource for the Forward Capacity Market and for purposes of calculating Local Sourcing Requirements and Maximum Capacity Limits. The methodology used in determining the Local Sourcing Requirements and the Maximum Capacity Limits are specified in Sections III.12.2.1 and III.12.2.2, respectively. The modeling assumptions used in determining the Local Sourcing Requirements and the Maximum Capacity Limits are specified in Sections III.12.5, III.12.6, III.12.7, III.12.8 and III.12.9.

III.12.2.1 Calculation of Local Sourcing Requirements for Import-Constrained Capacity Zones.

For each import-constrained Capacity Zone, the Local Sourcing Requirement shall be the amount needed to satisfy the higher of: (i) the Local Resource Adequacy Requirement as determined pursuant to Section III.12.2.1.1; or (ii) the Transmission Security Analysis Requirement as determined pursuant to Section III.12.2.1.2.

III.12.2.1.1 Local Resource Adequacy Requirement.

The Local Resource Adequacy Requirement shall be calculated as follows:

- (a) Two areas shall be modeled: (i) the Capacity Zone under study which includes all load and all resources electrically located within the Capacity Zone, including external Control Area support from tie benefits on the import-constrained side of the interface, if any; and (ii) the rest of the New England Control Area which includes all load and all resources electrically located within the rest of the New England Control Area, including external Control Area support from tie benefits on the unconstrained side of the interface, if any.

- (b) The only transmission constraint to be modeled shall be the transmission interface limit between the Capacity Zone under study and the rest of the New England Control Area as identified pursuant to Section III.12.5.

(c) Any proxy units that are required in the New England Control Area pursuant to Section III.12.7.1 shall be modeled as specified in Section III.12.7.1, in order to ensure that the New England Control Area meets the resource adequacy planning criterion specified in Section III.12.1. If the system LOLE is less than 0.1 days/year, firm load is added (or unforced capacity is subtracted) so that the system LOLE equals 0.1 days/year.

(d) The Local Resource Adequacy Requirement for the import-constrained Capacity Zone Z shall be determined in accordance with the following formula:

$$LRA_Z = Resources_Z + Proxy Units_Z - (Proxy Units Adjustment_Z(1-FOR_Z)) - (Firm Load Adjustment_Z(1-FOR_Z))$$

In which:

LRA_Z = MW of Local Resource Adequacy Requirement for Capacity Zone Z;

$Resources_Z$ = MW of resources electrically located within Capacity Zone Z, including import Capacity Resources on the import-constrained side of the interface, if any;

$Proxy Units_Z$ = MW of proxy unit additions in Load Zone Z;

$Firm Load Adjustment_Z$ = MW of firm load added (or subtracted) within Capacity Zone Z to make the LOLE of the New England Control Area equal to 0.105 days per year; and

FOR_Z = Capacity weighted average of the forced outage rate modeled for all resources within Capacity Zone Z, including and proxy unit additions to Capacity Zone Z.

$Proxy Units Adjustment$ = MW of firm load added to (or unforced

capacity subtracted from) Capacity Zone Z
until the system LOLE equals 0.1
days/year.

To determine the Local Resource Adequacy Requirement, the firm load is adjusted within Capacity Zone Z until the LOLE of the New England Control Area reaches 0.105 days per year. The LOLE of 0.105 days per year includes an allowance for transmission related LOLE of 0.005 days per year associated with each interface. As firm load is added to (or subtracted from) Capacity Zone Z, an equal amount of firm load is removed from (or added to) the rest of New England Control Area.

III.12.2.1.2 Transmission Security Analysis Requirement.

A Transmission Security Analysis shall be used to determine the requirement of the zone being studied, and shall include the following features:

- (a) The ISO shall perform a series of transmission load flow studies and/or a deterministic operable capacity analysis targeted at determining the performance of the system under stressed conditions, and at developing a resource requirement sufficient to allow the system to operate through those stressed conditions.
- (b) The Transmission Security Analysis Requirement shall be set at a level sufficient to cover most reasonably anticipated events, but will not guarantee that every combination of obligated resources within the zone will meet system needs.
- (c) In performing the Transmission Security Analysis, the ISO may establish static transmission interface transfer limits, as identified pursuant to Section III.12.5, as a reasonable representation of the transmission system's capability to serve load with available existing resources.
- (d) The Transmission Security Analysis may model the entire New England system and individual zones, for both the first contingency (N-1) and second contingency (N-1-1) conditions. First contingency conditions (N-1) shall include the loss of the most critical generator or most critical transmission element with respect to the zone. Second contingency conditions (N-1-1) shall include both: (i) the loss of the most critical generator with respect to the zone followed by the loss of the most critical transmission element ("Line-Gen"); and (ii) the loss of the most critical transmission element followed by the loss of the next most critical transmission element ("Line-Line") with respect to the zone.

III.12.2.2 Calculation of Maximum Capacity Limit for Export-Constrained Capacity Zones.

For each export-constrained Capacity Zone, the Maximum Capacity Limit shall be calculated using the following method:

- (a) Two areas shall be modeled: (i) the Capacity Zone under study which includes all load and all resources electrically located within the Capacity Zone, including external Control Area support from tie benefits on the export-constrained side of the interface, if any; and (ii) the rest of the New England Control Area, which includes all load and all resources electrically located within the rest of the New England Control Area, including external Control Area support from tie benefits to the rest of the New England Control Area, if any.
- (b) The only transmission constraint to be modeled shall be the transmission interface limit between the Capacity Zone under study and the rest of the New England Control Area as identified pursuant to Section III.12.5.
- (c) Any proxy units that are required in the New England Control Area pursuant to Section III.12.7.1 shall be modeled as specified in Section III.12.7.1, in order to ensure that the New England Control Area meets the resource adequacy planning criterion specified in Section III.12.1. If the system LOLE is less than 0.1 days/year, firm load is added (or unforced capacity is subtracted) so that the system LOLE equals 0.1 days/year.
- (d) The Maximum Capacity Limit for the export-constrained Capacity Zone Y shall be determined in accordance with the following formula:

$$\text{Maximum Capacity Limit}_Y = \text{ICR} - \text{LRA}_{\text{RestofNewEngland}}$$

In which:

Maximum Capacity Limit_Y = Maximum MW amount of resources , including Import Capacity Resources on the export-constrained side of the interface, if any, that can be procured in the export-constrained Capacity Zone Y to meet the Installed Capacity Requirement;

ICR = MW of Installed Capacity Requirement for the New England Control Area, determined in accordance with Section III.12.1; and

LRA_{RestofNewEngland} = MW of Local Sourcing Requirement for the rest of the New England Control Area, which for the purposes of this calculation is treated as an import-constrained region, determined in accordance with Section III.12.2.1.

III.12.3 Consultation and Filing of Capacity Requirements.

At least two months prior to filing the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for each upcoming Capacity Commitment Period through the relevant Capacity Commitment Period with the Commission, the ISO shall review the modeling assumptions and resulting Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve with the Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies. Following consultation with Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies, the ISO shall file the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for each upcoming Capacity Commitment Period through the relevant Capacity Commitment Period with the Commission pursuant to Section 205 of the Federal Power Act 90 days prior to the Forward Capacity Auction for the Capacity Commitment Period. The ISO shall file with the Commission pursuant to Section 205 of the Federal Power Act, the proposed identification of a potential new Capacity Zone when the boundary of the potential new Capacity Zone differs from the boundaries of existing Load Zones or Capacity Zones. In order to be used in a given FCA, any new Capacity Zone must have received approval from the Commission prior to the Existing Capacity Qualification Deadline of the applicable FCA.

III.12.4 Capacity Zones.

For each Forward Capacity Auction, the ISO shall, using the results of the most recent annual assessment of transmission transfer capability conducted pursuant to ISO Tariff Section II, Attachment K, determine the Capacity Zones to model as described below, and will include such designations in its filing with the Commission pursuant to Section III.13.8.1:

(a) The ISO shall model in the Forward Capacity Auction, as separate export-constrained Capacity Zones, those zones identified in the most recent annual assessment of transmission transfer capability pursuant to ISO Tariff Section II, Attachment K, for which the Maximum Capacity Limit is less than the sum of the existing qualified capacity and proposed new capacity that could qualify to be procured in the export constrained Capacity Zone, including existing and proposed new Import Capacity Resources on the export-constrained side of the interface.

(b) The ISO shall model in the Forward Capacity Auction, as separate import-constrained Capacity Zones, those zones identified in the most recent annual assessment of transmission transfer capability pursuant to ISO Tariff Section II, Attachment K, for which the second contingency transmission capability results in a line-line Transmission Security Analysis Requirement, calculated pursuant to Section III.12.2.1.2 and pursuant to ISO New England Planning Procedures, that is greater than the Existing Qualified Capacity in the zone, with the largest generating station in the zone modeled as out-of-service. Each assessment will model out-of-service all Non-Price Retirement Requests (including any received for the current FCA at the time of this calculation) and Permanent De-List Bids as well as rejected for reliability Static De-List Bids from the most recent previous Forward Capacity Auction and rejected for reliability Dynamic De-List Bids from the most recent previous Forward Capacity Auction.

(c) Adjacent Load Zones that are neither export-constrained nor import-constrained shall be modeled together as the Rest of Pool Capacity Zone in the Forward Capacity Auction.

III.12.5 Transmission Interface Limits.

Transmission interface limits, used in the determination of Local Sourcing Requirements, shall be determined pursuant to ISO Tariff Section II, Attachment K using network models that include all resources, existing transmission lines and proposed transmission lines that the ISO determines, in accordance with Section III.12.6, will be in service no later than the first day of the relevant Capacity Commitment Period. The transmission interface limits shall be established, using deterministic analyses, at levels that provide acceptable thermal, voltage and stability performance of the system both with all lines in service and after any criteria contingency occurs as specified in ISO New England Manuals and ISO New England Administrative Procedures.

III.12.6 Modeling Assumptions for Determining the Network Model.

The ISO shall determine, in accordance with this Section III.12.6, the generating units and transmission infrastructure to include in the network model that: (i) are expected to be in service no later than the first day of the relevant Capacity Commitment Period; and (ii) may have a material impact on the network model, a potential interface constraint, or on one or more Local Sourcing Requirements. The network model shall be used, among other purposes, (i) for the Forward Capacity Market qualification process and (ii) to calculate transmission interface limits in order to forecast the Local Sourcing Requirements. The network model shall include: ~~generating units and associated Interconnection Facilities as specified in subsection (a) and Transmission Upgrades as specified in subsection (b).~~

(a) ~~Generating units and associated Interconnection Facilities that shall be included in the network model for~~ For the relevant Capacity Commitment Period, ~~the network model~~ shall include:

(i) all existing resources, ~~along with any associated interconnection facilities and/or Elective Transmission Upgrades~~ that have not been approved to be retired for the relevant Capacity Commitment Period, as described in Section III.13.2.5.2.5.3;

(ii) all ~~generating units that are~~ new resources ~~with Qualified Capacity~~ ~~cleared in previous Forward Capacity Auctions or obligated~~ for the relevant Capacity Commitment Period, ~~along with any associated interconnection facilities and/or Elective Transmission Upgrades that have a valid Interconnection Request for which a draft Interconnection System Impact Study report has been submitted to the Interconnection Customer;~~ and

iii. ~~in the case of an initial interconnection analysis that is conducted consistent with the Network Capability Interconnection Standard,~~ any generating unit ~~or External Elective Transmission Upgrade~~ that has a valid Interconnection Request ~~for which a draft Interconnection Feasibility Study report has been submitted to the Interconnection Customer~~ and is reasonably expected to declare commercial operation no later than the first day of the relevant Capacity Commitment Period ~~whether or not such unit is participating in the Forward Capacity Market qualification process.~~

(b) Prior to each Forward Capacity Auction and each annual reconfiguration auction, the ISO shall determine and publish a list of the transmission projects and elements of transmission projects that will be included in the network model. During the process of making the transmission infrastructure determinations, as described in Section III.12.6.1, the ISO shall consult with the Governance Participants,

the Transmission Owners, any transmission project proponents, the state utility regulatory agencies in New England and, as appropriate, other state agencies.

III.12.6.1 Process for Establishing the Network Model

(a) The ISO shall establish an initial network model prior to the Forward Capacity Auction that only includes transmission infrastructure, [including Internal Elective Transmission Upgrades](#), that is already in service at the time that the initial network model is developed.

(b) After establishing the initial network model, the ISO shall compile a preliminary list of the transmission projects or elements of transmission projects in the RSP Project List, individually or in combination with each other, as appropriate, to identify transmission projects that may achieve an in-service date no later than the first day of the relevant Capacity Commitment Period and that will have a material impact on the network model, on a potential interface constraint or one or more Local Sourcing Requirements.

(c) For the transmission projects or elements of transmission projects in the RSP Project List that are included in the preliminary list developed pursuant to subsection (b), the ISO shall determine whether the transmission projects or elements of transmission projects meet all of the initial threshold milestones specified in Section III.12.6.2 and will be considered for further evaluation pursuant to subsection (d).

(d) For those transmission projects or elements of transmission projects that meet the initial threshold milestones in subsection (c), the ISO shall use the evaluation criteria specified in Section III.12.6.3, and any other relevant information, to determine whether to include a transmission project or element of a transmission project in the final network model.

(e) If after completing its evaluation pursuant to Sections III.12.6.1 through III.12.6.3 and conferring with the transmission project proponents, the Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies, the ISO determines that the transmission project or a portion of the transmission project is reasonably expected to be in service no later than the first day for the relevant Capacity Commitment Period, then such transmission project or portion of transmission project shall be considered in service in the finalized network model to calculate the transmission interface limits pursuant to Section III.12.5.

III.12.6.2 Initial Threshold to be Considered In-Service.

The ISO shall determine whether transmission projects or elements of transmission projects meet all of the following initial threshold milestones:

- (a) A critical path schedule for the transmission project has been furnished to ISO showing that the transmission project or the element of the transmission project will be in-service no later than the first day of the relevant Capacity Commitment Period. The critical path schedule must be sufficiently detailed to allow the ISO to evaluate the feasibility of the schedule.
- (b) At the time of the milestone review, siting and permitting processes, if required, are on schedule as shown on the critical path schedule.
- (c) At the time of the milestone review, engineering is on schedule as shown on the critical path schedule.
- (d) At the time of the milestone review, land acquisition, if required, is on schedule as shown on the critical path schedule.
- (e) Corporate intent to build the transmission project has been furnished to the ISO. An officer of the host Transmission Owner [or Elective Transmission Upgrade Interconnection Customer](#) has submitted to the ISO a statement verifying that the officer has reviewed the proposal and critical path schedule submitted to the ISO, and the Transmission Owner [or Elective Transmission Upgrade Interconnection Customer](#) concurs that the schedule is achievable, and it is the intent of the Transmission Owner [or Elective Transmission Upgrade Interconnection Customer](#) to build the proposed transmission project in accordance with that schedule. The Transmission Owner [or Elective Transmission Upgrade Interconnection Customer](#) may develop alternatives or modifications to the transmission project during the course of design of the transmission project that accomplish at least the same transfer capability. Such alternatives or modifications are acceptable, so long as the ISO determines that the alternative or modification is reasonably expected to achieve an in-service date no later than the first day of the relevant Capacity Commitment Period. The provision of an officer's statement shall be with the understanding that the statement shall not create any liability on the officer and that any liability with respect to the Transmission Owner's obligations shall be as set forth in the Transmission Operating Agreement and shall not be affected by such officer's statement.

III.12.6.3 Evaluation Criteria.

For a transmission project or element of a transmission project that meets the initial threshold milestones specified in Section III.12.6.2, the ISO shall consider the following factors and any other relevant information to determine whether to include the transmission project or element of the transmission project in the network model for the relevant Capacity Commitment Period.

- (a) Sufficient engineering to initiate construction is on schedule as shown on the critical path schedule.
- (b) Approval under Section I.3.9 of the Transmission, Markets and Services Tariff, if required, has been obtained or is on schedule to be obtained as shown on the critical path schedule.
- (c) Significant permits, including local permits, if required to initiate construction have been obtained or are on schedule consistent with the critical path schedule.
- (d) Easements, if required, have been obtained or are on schedule consistent with the critical path schedule. Needed land purchases, if required, have been made or are on schedule consistent with the critical path schedule.
- (e) Any contracts required to procure or construct a transmission project are in place consistent with the critical path schedule. The ISO's analysis may also take into account whether such contracts contain incentive and/or penalty clauses to encourage third parties to advance the delivery of material services to conform with the critical path schedule.
- (f) Physical site work is on schedule consistent with the critical path schedule.
- (g) The transmission project is in a designated National Interest Electric Transmission Corridor in accordance with Section 216 of the Federal Power Act, 16 U.S.C. §§ 824p.

III.12.7 Resource Modeling Assumptions.

III.12.7.1 Proxy Units.

When the available resources are insufficient for the unconstrained New England Control Area to meet the resource adequacy planning criterion specified in Section III.12.1, proxy units shall be used as additional capacity to determine the Installed Capacity Requirement, Local Resource Adequacy

Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve. The proxy units shall reflect resource capacity and outage characteristics such that when the proxy units are used in place of all other resources in the New England Control Area, the reliability, or LOLE, of the New England Control Area does not change. The outage characteristics are the summer capacity weighted average availability of the resources in the New England Control Area as determined in accordance with Section III.12.7.3. The capacity of the proxy unit is determined by adjusting the capacity of the proxy unit until the LOLE of the New England Control Area is equal to the LOLE calculated while using the capacity assumptions described in Section III.12.7.2.

When modeling transmission constraints for the determination of Local Resource Adequacy Requirements, the same proxy units may be added to the import-constrained zone or elsewhere in the rest of the New England Control Area depending on where system constraints exist.

III.12.7.2 Capacity.

The resources included in the calculation of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall include:

- (a) all Existing Generating Capacity Resources,
- (b) resources cleared in previous Forward Capacity Auctions or obligated for the relevant Capacity Commitment Period,
- (c) all Existing Import Capacity Resources backed by a multiyear contract to provide capacity in the New England Control Area, where that multiyear contract requires delivery of capacity for the Commitment Period for which the Installed Capacity Requirement is being calculated, and
- (d) Existing Demand Resources that are qualified to participate in the Forward Capacity Market and New Demand Resources that have cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period,

but shall exclude:

- (e) capacity associated with Export Bids cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period, and
- (f) resources for which Permanent De-list Bids cleared in previous Forward Capacity Auctions or for which Non-Price Retirement Requests have been received.

The rating of Existing Generating Capacity Resources and Existing Import Capacity Resources used in the calculation of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be the summer Qualified Capacity value of such resources for the relevant zone. The rating of Demand Resources shall be the summer Qualified Capacity value reduced by any reserve margin adjustment factor that is otherwise included in the summer Qualified Capacity value. The rating of resources, except for Demand Resources, cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period shall be based on the amount of Qualified Capacity that cleared in previous Forward Capacity Auctions or obligated for the relevant Capacity Commitment Period. Resources are located within the Capacity Zones in which they are electrically connected as determined during the qualification process.

III.12.7.2.1 [Reserved.]

III.12.7.3 Resource Availability.

The Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be calculated taking resource availability into account and shall be determined as follows:

For Existing Generating Capacity Resources:

- (a) The most recent five-year moving average of EFORd shall be used as the measure of resource availability used in the calculation of the Installed Capacity Requirement, Local Resource Adequacy Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve. The most recent five-year moving average of EFORd shall be used as the measure of resource availability for non-peaking resources used in the calculation of Transmission Security Analysis Requirements. A deterministic adjustment factor, based on the operational experience of the ISO, shall be used as the measure of resource availability for peaking resources used in the calculation of Transmission Security Analysis Requirements, and will be reviewed periodically.

(b) [Reserved.]

(c) Once sufficient data are collected under the availability incentives in the Forward Capacity Market, a resource availability metric, which reflects resource availability in a manner that is consistent with the availability incentives in the Forward Capacity Market, shall be developed and reviewed with Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies and used in the calculation of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve.

For resources cleared in previous Forward Capacity Auctions or obligated for the relevant Capacity Commitment Period that do not have sufficient data to calculate an availability metric as defined in subsections (a) or (c) above, class average data for similar resource types shall be used. For Demand Resources, including Real-Time Emergency Generation, historical performance data for those resources will be used to develop an availability metric for use in the calculation of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve.

III.12.7.4 Load and Capacity Relief.

Load and capacity relief expected from system-wide implementation of the following actions specified in ISO New England Operating Procedure No. 4. Action During a Capacity Deficiency, shall be included in the calculation of the Installed Capacity Requirement, Local Resource Adequacy Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve. :

(a) **Implement voltage reduction.** The MW value of the load relief shall be equal to the percentage load reduction achieved in the most applicable voltage reduction tests multiplied by the forecasted seasonal peak loads.

(b) **Arrange for available Emergency energy from Market Participants or neighboring Control Areas.** These actions are included in the calculation through the use of tie benefits to meet system needs. The MW value of tie benefits is calculated in accordance with Section III.12.9.

(c) **Maintain an adequate amount of ten-minute synchronized reserves.** The amount of system reserves included in the determination of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be consistent with those needed for reliable system operations during Emergency Conditions. When modeling transmission constraints, the reserve requirement for a zone shall be the zone's pro rata share of the forecasted system peak load multiplied by the system reserves needed for reliable system operations during Emergency Conditions.

III.12.8 Load Modeling Assumptions.

The ISO shall forecast load for the New England Control Area and for each Load Zone within the New England Control Area. The load forecasts shall be based on appropriate models and data inputs. Each year, the load forecasts and underlying methodologies, inputs and assumptions shall be reviewed with Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies. If the load forecast shows a consistent bias over time, either high or low, the ISO shall propose adjustments to the load modeling methodology to the Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies to eliminate the bias.

Demand Resources shall be reflected in the load forecast as specified below:

(a) Expected reductions from an installed or forecast Demand Resource not qualifying for or not participating in the Forward Capacity Auction shall be reflected as a reduction in the load forecast that will be used to determine the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for the relevant Capacity Commitment Period. The expected reduction from these resources will be included in the load forecast to the extent that they meet the qualification process rules, including monitoring and verification plan and financial assurance requirements. If no qualification process rules are in place for the expected reductions from these resources, they shall not be included within the load forecast.

(b) Expected reductions from an installed or forecast Demand Resource that qualifies to participate in the Forward Capacity Market, participates but does not clear in the Forward Capacity Auction, or has cleared in a previous Forward Capacity Auction and is expected to continue in the Forward Capacity Market shall not be reflected as a reduction in the load forecast that will be used to determine the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for the relevant Capacity Commitment Period.

(c) [Reserved.]

(d) Any realized Demand Resource reductions in the historical period that received Forward Capacity Market payments for these reductions, or Demand Resource reductions that are expected to receive Forward Capacity Market payments by participating in the upcoming Forward Capacity Auction or having cleared in a previous Forward Capacity Auction, shall be added back into the appropriate historical loads to ensure that such resources are not reflected as a reduction in the load forecast that will be used to determine the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for the relevant Capacity Commitment Period.

III.12.9 Tie Benefits.

The Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be calculated assuming appropriate tie benefits, if any, available from interconnections with neighboring Control Areas. Tie benefits shall be calculated only for interconnections [\(1\) without Capacity Network Import Interconnection Service or Network Import Interconnection Service](#) or [\(2\) that have not requested Capacity Network Import Interconnection Service or Network Import Interconnection Service](#) with directly interconnected neighboring Control Areas with which the ISO has in effect agreements providing for emergency support to New England, including but not limited to inter-Control Area coordination agreements, emergency aid agreements and the NPCC Regional Reliability Plan.

Tie benefits shall be calculated using a probabilistic multi-area reliability model, by comparing the LOLE for the New England system before and after interconnecting the system to the neighboring Control Areas. To quantify tie benefits, firm capacity equivalents shall be added until the LOLE of the isolated New England Control Area is equal to the LOLE of the interconnected New England Control Area.

III.12.9.1. Overview of Tie Benefits Calculation Procedure.

III.12.9.1.1. Tie Benefits Calculation for the Forward Capacity Auction and Annual Reconfiguration Auctions; Modeling Assumptions and Simulation Program.

For each Capacity Commitment Period, tie benefits shall be calculated for the Forward Capacity Auction and the third annual reconfiguration auction using the calculation methodology in this Section III.12.9.

For the first and second annual reconfiguration auctions for a Capacity Commitment Period, the tie benefits calculated for the associated Forward Capacity Auction shall be utilized in determining the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve as adjusted to account for any changes in import capability of interconnections with neighboring Control Areas and changes in import capacity resources using the methodologies in Section III.12.9.6.

Tie benefits shall be calculated using the modeling assumptions developed in accordance with Section III.12.9.2 and using the General Electric Multi-area Reliability Simulation (MARS) program.

III.12.9.1.2. Tie Benefits Calculation.

The total tie benefits to New England from all directly interconnected neighboring Control Areas are calculated first using the methodology in Section III.12.9.3. Following the calculation of total tie benefits, individual tie benefits from each qualifying neighboring Control Area are calculated using the methodology in Section III.12.9.4.1. If the sum of the tie benefits from each Control Area does not equal the total tie benefits to New England, then each Control Area's tie benefits are adjusted based on the ratio of the individual Control Area tie benefits to the sum of the tie benefits calculated for each Control Area using the methodology in Section III.12.9.4.2. Following this calculation, tie benefits are calculated for each qualifying individual interconnection or group of interconnections using the methodology in Section III.12.9.5.1. If the sum of the tie benefits from individual interconnections or groups of interconnections does not equal their associated Control Area's tie benefits, then the tie benefits of each individual interconnection or group of interconnections is adjusted based on the ratio of the tie benefits of the individual interconnection or group of interconnections to the sum of the tie benefits within the Control Area using the methodology in Section III.12.9.5.2.

III.12.9.1.3. Adjustments to Account for Transmission Import Capability and Capacity Imports.

Once the initial calculation of tie benefits is performed, the tie benefits for each individual interconnection or group of interconnections is adjusted to account for capacity imports and any changes in the import capability of interconnections with neighboring Control Areas, using the methodologies in Section III.12.9.6. Once the import capability and capacity import adjustments are completed, the sum of the tie benefits of all individual interconnections and groups of interconnections for a Control Area, with the import capability and capacity import adjustments, represents the tie benefits associated with that Control

Area, and the sum of the tie benefits from all Control Areas, with the import capability and capacity import adjustments, represents the total tie benefits available to New England.

III.12.9.2. Modeling Assumptions and Procedures for the Tie Benefits Calculation.

III.12.9.2.1. Assumptions Regarding System Conditions.

In calculating tie benefits, “at criterion” system conditions shall be used to model the New England Control Area and all interconnected Control Areas.

III.12.9.2.2. Modeling Internal Transmission Constraints in New England.

In calculating tie benefits, all New England internal transmission constraints that (i) are modeled in the most recent Regional System Plan resource adequacy studies and assessments and (ii) are not addressed by either a Local Sourcing Requirement or a Maximum Capacity Limit calculation shall be modeled, using the procedures in Section III.12.9.2.5.

III.12.9.2.3. Modeling Transmission Constraints in Neighboring Control Areas.

The ISO will review annually NPCC’s assumptions regarding transmission constraints in all directly interconnected neighboring Control Areas that are modeled for the tie benefits calculations. In the event that NPCC models a transmission constraint in one of the modeled neighboring Control Areas, the ISO will perform an evaluation to determine which interfaces are most critical to the ability of the neighboring Control Area to reliably provide tie benefits to New England from both operational and planning perspectives, and will model those transmission constraints in the tie benefits calculation, using the procedures in Section III.12.9.2.5.

III.12.9.2.4. Other Modeling Assumptions.

A. External transfer capability determinations. The transfer capability of all external interconnections with New England will be determined using studies that take account of the load, resource and other electrical system conditions that are consistent with those expected during the Capacity Commitment Period for which the calculation is being performed. Transfer capability studies will be performed using simulations that consider the contingencies enumerated in sub-section (iii) below.

(i) The transmission system will be modeled using the following conditions:

1. The forecast 90/10 peak load conditions for the Capacity Commitment Period;

2. Qualified Existing Generating Capacity Resources reflecting their output at their Capacity Network Resource level;
3. Qualified Existing Demand Resources reflecting their Capacity Supply Obligation received in the most recent Forward Capacity Auction;
4. Transfers on the transmission system that impact the transfer capability of the interconnection under study.

(ii) The system will be modeled in a manner that reflects the design of the interconnection. If an interconnection and its supporting system upgrades were designed to provide incremental capacity into the New England Control Area, simulations will assume imports up to the level that the interconnection was designed to support. If the interconnection was not designed to be so comparably integrated, simulations will determine the amount of power that can be delivered into New England over the interconnection.

(iii) The simulations will take into account contingencies that address a fault on a generator or transmission facility, loss of an element without a fault, and circuit breaker failure following the loss of an element or an association with the operation of a special protection system.

B. In calculating tie benefits, New England capacity exports are removed from the internal capacity resources and are modeled as a resource in the receiving Control Area. The transfer capability of external interconnections is not adjusted to account for capacity exports.

III.12.9.2.5. Procedures for Adding or Removing Capacity from Control Areas to Meet the 0.1 Days Per Year LOLE Standard.

In calculating tie benefits, capacity shall be added or removed from the interconnected system of New England and its neighboring Control Areas, until the LOLE of New England and the LOLE of each Control Area of the interconnected system equals 0.1 days per year simultaneously. The following procedures shall be used to add or remove capacity within New England and the interconnected Control Areas to achieve that goal.

A. Adding Proxy Units within New England when the New England system is short of capacity. In modeling New England as part of the interconnected system, if New England is short of capacity to meet the 0.1 days per year LOLE, proxy units (with the characteristics identified in Section III.12.7.1) will be added to the sub-areas that are created by any modeled internal transmission constraints within New England, beginning with the sub-area with the

highest LOLE. If there are no modeled internal transmission constraints in the New England Control Area, then proxy units will be added to the entire Control Area. If, as a result of the addition of one or more proxy units, the system is surplus of capacity, then the methodology in Section III.12.9.2.5(b) will be used to remove the surplus capacity.

B. Removing capacity from New England when the New England system is surplus of capacity. In modeling New England as part of the interconnected system, if New England is surplus of capacity to meet the 0.1 days per year LOLE, the surplus capacity will be removed from the sub-areas as follows. Resources will be removed from sub-areas with capacity surplus based on the ratio of capacity surplus in the sub-area to the total capacity surplus in these surplus sub-areas. The amount of capacity surplus for a sub-area is the amount of the Existing Qualified Capacity, and any amount of proxy units added in that sub-area that is above its 50-50 peak load forecast. Notwithstanding the foregoing, if removing resources will exacerbate a binding transmission constraint, then capacity will not be removed from that sub-area and will instead be removed from the remaining sub-areas using the same ratios described above for the removal of capacity surplus. If there are no modeled internal transmission constraints in the New England Control Area, then the surplus capacity shall be removed from the entire Control Area.

C. Adding capacity within neighboring Control Areas when the neighboring Control Area is short of capacity. In modeling neighboring Control Areas as part of the interconnected system, if the neighboring Control Area is short of capacity to meet the 0.1 days per year LOLE, additional capacity will be added to the neighboring Control Area's sub-areas that are created by any modeled internal transmissions constraints, beginning with the sub-area with the highest LOLE. If there are no modeled internal transmission constraints in the Control Area, then capacity will be added to the entire Control Area. The process that the neighboring Control Area utilizes in its resource adequacy study to meet its resource adequacy criterion will be utilized to add capacity to that Control Area. In filing the Installed Capacity Requirement values pursuant to Section III.12.3, the ISO will provide citations to any resource adequacy studies relied upon for these purposes. If, as a result of the capacity addition, the system is surplus of capacity, then the methodology in Section III.12.9.2.5(d) shall be used to remove the surplus capacity.

D. Removing capacity from neighboring Control Areas when the neighboring Control Area is surplus of capacity. In modeling neighboring Control Areas as part of the interconnected system, if the neighboring Control Area is surplus of capacity to meet the 0.1 days per year LOLE, the surplus capacity will be removed from the neighboring Control

Area's sub-areas as follows. Resources will be removed from sub-areas with capacity surplus based on the ratio of capacity surplus in the sub-area to the total capacity surplus in the surplus sub-areas. The amount of capacity surplus for a sub-area is the amount of the installed capacity in the sub-area above its 50/50 peak load forecast. For a sub-area that has a minimum locational resource requirement above its 50/50 peak load forecast, the amount of capacity surplus is the amount of the installed capacity in the sub-area above its minimum locational resource requirement. Notwithstanding the foregoing, if removing resources from a sub-area will exacerbate a binding transmission constraint, then capacity will not be removed from that sub-area and will instead be removed from the remaining sub-areas using the same ratio of capacity surplus in the sub-area to the total capacity surplus in the those remaining surplus sub-areas. If there are no modeled internal transmission constraints in the neighboring Control Area, then the surplus capacity will be removed from the entire Control Area.

- E. Maintaining the neighboring Control Area's locational resource requirements.** In modeling a neighboring Control Area with internal transmission constraints, all minimum locational resource requirements in the Control Area's sub-areas as established by the neighboring Control Area's installed capacity requirement calculations shall be observed.

III.12.9.3. Calculating Total Tie Benefits.

The total tie benefits with all qualifying directly interconnected neighboring Control Areas shall be calculated by comparing the interconnection state of the New England system with all interconnections to neighboring Control Areas connected with the interconnection state of the New England system with all interconnections with neighboring Control Areas disconnected. To calculate total tie benefits:

- A.** The New England system shall be interconnected with all directly interconnected neighboring Control Areas and the New England Control Area, and each neighboring Control Area shall be brought to 0.1 days per year LOLE simultaneously by adjusting the capacity of each Control Area, utilizing the methods for adding or removing capacity in Section III.12.9.2.5.
- B.** Once the interconnected system is brought to 0.1 days per year LOLE, the LOLE of the New England Control Area shall be calculated a second time, with the New England system isolated from the rest of the interconnected system that was brought to 0.1 days per year LOLE.
- C.** Total tie benefits shall be the sum of the amounts of firm capacity that needs to be added to the isolated New England Control Area at the point at which each interconnection with neighboring Control Areas interconnects in New England to bring the New England LOLE

back to 0.1 days per year. This value is subject to adjustment in accordance with Section III.12.9.6.

III.12.9.4. Calculating Each Control Area's Tie Benefits.

III.12.9.4.1. Initial Calculation of a Control Area's Tie Benefits.

Tie benefits from each neighboring Control Area shall be determined by calculating the tie benefits for every possible interconnection state that has an impact on the tie benefit value between the New England system and the target neighboring Control Area. If two or more interconnections between New England and the target neighboring Control Area exist, then all interconnections grouped together will be used to represent the state of interconnection between New England and the target neighboring Control Area. The tie benefits from the target neighboring Control Area shall be equal to the simple average of the tie benefits calculated from all possible interconnection states, subject to adjustment in accordance with Section III.12.9.4.2.

III.12.9.4.2. Pro Ration Based on Total Tie Benefits.

If the sum of the individual Control Area tie benefits calculated in accordance with Section III.12.9.4.1 is different than the total tie benefits from all Control Areas calculated in accordance with Section III.12.9.3, then each Control Area's tie benefits shall be increased or decreased based on the ratio of the individual Control Area tie benefits to the sum of the tie benefits for each individual Control Area, so that the sum of each Control Area's tie benefits, after the pro-ration, is equal to the total tie benefits calculated in accordance with Section III.12.9.3. The pro-rated Control Area tie benefits are subject to further adjustment in accordance with Section III.12.9.6.

III.12.9.5. Calculating Tie Benefits for Individual Ties.

Tie benefits shall be calculated for an individual interconnection or group of interconnections to the extent that a discrete and material transfer capability can be identified for the interconnection or group of interconnections. All interconnections or groups of interconnections shall have equal rights in calculating individual tie benefits, with no grandfathering or incremental tie capability treatment.

For purposes of calculating tie benefits, a group of interconnections refers to two or more AC lines that operate in parallel to form a transmission interface in which there are significant overlapping contributions of each line toward establishing the transfer limit, such that the individual lines in a group of interconnections cannot be assigned individual contributions.

III.12.9.5.1. Initial Calculation of Tie Benefits for an Individual Interconnection or Group of Interconnections.

Tie benefits for an individual interconnection or group of interconnections shall be calculated by calculating tie benefits for each possible interconnection state between the New England system and the individual interconnection or group of interconnections. The tie benefits from that interconnection or group of interconnections shall be equal to the simple average of the tie benefits calculated from all possible interconnection states, subject to adjustment in accordance with Section III.12.9.5.2.

III.12.9.5.2. Pro Ration Based on Total Tie Benefits.

If the sum of the individual interconnection's or group of interconnection's tie benefits calculated in accordance with Section III.12.9.5.1 is different than the associated Control Area's tie benefits calculated in accordance with Section III.12.9.4, then the tie benefits of the individual interconnection or group of interconnections shall be adjusted based on the ratio of the tie benefits of the individual interconnection or group of interconnections to the sum of the tie benefits for each interconnection or group of interconnections in that Control Area, so that the sum of the tie benefits for each interconnection or group of interconnections in the Control Area, after the pro-ration, is equal to the total tie benefits for the Control Area calculated in accordance with Section III.12.9.4. The pro-rated tie benefits for each interconnection or group of interconnections is subject to further adjustment in accordance with Section III.12.9.6.

III.12.9.6. Accounting for Capacity Imports and Changes in External Transmission Facility Import Capability.

III.12.9.6.1. Accounting for Capacity Imports.

In the initial tie benefits calculations, capacity imports are modeled as internal resources in New England, and the import capability of the interconnections with neighboring Control Areas is not reduced to reflect the impact of capacity imports. After the initial tie benefits calculations, total tie benefits, tie benefits for each Control Area, and tie benefits from each individual interconnection or group of interconnections shall be adjusted to account for capacity imports using the methodology contained in this Section III.12.9.6.1. For the Forward Capacity Auction and third annual reconfiguration auction, this adjustment shall be applied to the tie benefit values calculated in accordance with Sections III.12.9.3, III.12.9.4 and III.12.9.5 respectively. For the first and second annual reconfiguration auctions, this adjustment shall be applied to the tie benefits values calculated for the Forward Capacity Auction.

- A.** Capacity imports shall be deducted from the import capability of each individual interconnection or group of interconnections to determine the available import capability of the interconnection or group of interconnections prior to accounting for tie benefits from those interconnections. The transfer capability of an interconnection or group of interconnections shall be determined using the procedures in Section III.12.9.2.4.A.
- B.** If the tie benefits value of an individual interconnection or group of interconnections, as determined in accordance with Section III.12.9.5, is greater than the remaining transmission import capability of the interconnection or group of interconnections after accounting for capacity imports, the tie benefit value of the individual interconnection or group of interconnections shall be equal to the remaining transmission import capability (taking into account any further adjustments to transmission import capability in accordance with Section III.12.9.6.2). If the tie benefits value of an individual interconnection or group of interconnections is not greater than the remaining transmission import capability after accounting for capacity imports, then the tie benefit value of the individual interconnection or group of interconnections shall be equal to the value determined in accordance with Section III.12.9.5 (taking into account any further adjustments to transmission import capability in accordance with Section III.12.9.6.2).
- C.** The tie benefits for each Control Area shall be the sum of the tie benefits from the individual interconnections or groups of interconnections with that Control Area, after accounting for any adjustment for capacity imports and any further adjustments to transmission import capability in accordance with Section III.12.9.6.2.
- D.** The total tie benefits from all qualifying neighboring Control Areas shall be the sum of the Control Area tie benefits, after accounting for any adjustment for capacity imports and any further adjustments to transmission import capability in accordance with Section III.12.9.6.2.
- E.** For purposes of determining the adjustment to tie benefits to account for capacity imports under this Section III.12.9.6.1, the capacity imports applicable for determining tie benefits for the Forward Capacity Auction shall be the Qualified Existing Import Capacity Resources for the relevant Capacity Commitment Period, and the capacity imports applicable for determining tie benefits for the annual reconfiguration auctions are those Import Capacity Resources that hold Capacity Supply Obligations for the relevant Capacity Commitment Period as of the time the tie benefits calculation is being performed for the annual reconfiguration auction.

III.12.9.6.2. Changes in the Import Capability of Interconnections with Neighboring Control Areas.

For purposes of calculating tie benefits for the Forward Capacity Auction and third annual reconfiguration auction, the most recent import capability values for an interconnection or group of interconnections with a neighboring Control Area shall be reflected in the modeling of system conditions for the tie benefits calculation. In addition, for the first and second annual reconfiguration auctions, any changes to the import capability of an interconnection or group of interconnections with a neighboring Control Area shall be reflected in the adjustment to tie benefits to account for capacity imports under Section III.12.9.6.1.

III.12.9.7 Tie Benefits Over the HQ Phase I/II HVDC-TF.

The tie benefits from the Quebec Control Area over the HQ Phase I/II HVDC-TF calculated in accordance with Section III.12.9.1 shall be allocated to the Interconnection Rights Holders or their designees in proportion to their respective percentage shares of the HQ Phase I and the HQ Phase II facilities, in accordance with Section I of the Transmission, Markets and Services Tariff.

III.12.10 Calculating the Maximum Amount of Import Capacity Resources that May be Cleared Over External Interfaces in the Forward Capacity Auction and Reconfiguration Auctions.

For external interfaces, Import Capacity Resources shall be allowed in the Forward Capacity Auction and reconfiguration auctions up to the interface limit minus the tie benefits, calculated pursuant to Section III.12.9.1 or 12.9.2 over the applicable interface.

SECTION III

MARKET RULE 1

STANDARD MARKET DESIGN

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III.13.7.1.5.6	[Reserved.]
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III.13.7.3.3.5	[Reserved.]
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III.13.8.2	Filing of Forward Capacity Auction Results and Challenges Thereto.
III.13.8.3	[Reserved.]
III.13.8.4	[Reserved.]
III.14	[Reserved.]

III.13. Forward Capacity Market.

The ISO shall administer a forward market for capacity (“Forward Capacity Market”) in accordance with the provisions of this Section III.13. For each one-year period from June 1 through May 31, starting with the period June 1, 2010 to May 31, 2011, for which Capacity Supply Obligations are assumed and payments are made in the Forward Capacity Market (“Capacity Commitment Period”), the ISO shall conduct a descending clock auction (“Forward Capacity Auction”) in accordance with the provisions of Section III.13.2 to procure the amount of capacity needed in the New England Control Area and in each modeled Capacity Zone during the Capacity Commitment Period, as determined in accordance with the provisions of Section III.12. To be eligible to assume a Capacity Supply Obligation for a Capacity Commitment Period through the Forward Capacity Auction, a resource must be accepted in the Forward Capacity Auction qualification process in accordance with the provisions of Section III.13.1. A Capacity Supply Obligation is an obligation to provide capacity from a resource, or a portion thereof, that is acquired through a Forward Capacity Auction in accordance with Section III.13.2, a reconfiguration auction in accordance with Section III.13.4, or a Capacity Supply Obligation Bilateral in accordance with Section III.13.5.

III.13.1. Forward Capacity Auction Qualification.

Each resource, or portion thereof, must qualify as a New Generating Capacity Resource (Section III.13.1.1), an Existing Generating Capacity Resource (Section III.13.1.2), a New Import Capacity Resource or Existing Import Capacity Resource (Section III.13.1.3), or a New Demand Resource or Existing Demand Resource (Section III.13.1.4). Each resource must be at least 100 kW in size to participate in the Forward Capacity Auction, except for resources registered with the ISO prior to the earliest date that any portion of this Section III.13 becomes effective. An offer may be composed of separate resources, pursuant to the provisions of Section III.13.1.5. Pursuant to the provisions of this Section III.13.1, the ISO shall determine a summer Qualified Capacity and a winter Qualified Capacity for each resource, and an FCA Qualified Capacity for each Existing Generating Capacity Resource, Existing Import Capacity Resource, Existing Demand Resource, New Generating Capacity Resource, New Import Capacity Resource, and New Demand Resource. A Generating Capacity Resource and a Demand Resource may not both participate in the Forward Capacity Market if located at the same Retail Delivery Point, unless the Generating Capacity Resource is separately metered and its output is added to the metered load as measured at the Retail Delivery Point.

All Project Sponsors must be Market Participants no later than 30 days prior to the deadline for submitting the FCM Deposit.

III.13.1.1. New Generating Capacity Resources.

To participate in a Forward Capacity Auction as a New Generating Capacity Resource, a resource or proposed resource must meet the requirements of this Section III.13.1.1.

III.13.1.1.1. Definition of New Generating Capacity Resource.

A resource or a portion of a resource that is not a New Import Capacity Resource or Existing Import Capacity Resource (as defined in Section III.13.1.3), or a New Demand Resource or Existing Demand Resource (as discussed in Section III.13.1.4) shall be considered a New Generating Capacity Resource for participation in a Forward Capacity Auction if either: (i) the resource has never previously been counted

as a capacity resource as described in Section III.13.1.1.1.1; or (ii) the resource, or a portion thereof, meets one of the criteria in Section III.13.1.1.1.2.

III.13.1.1.1.1. Resources Never Previously Counted as Capacity.

(a) A resource, or a portion thereof, will be considered to have never been counted as a capacity resource if it has not cleared in any previous Forward Capacity Auction.

(b) [Reserved.]

(c) Where a New Capacity Generating Resource was accepted for participation in the qualification process for a previous Forward Capacity Auction, but cleared less than its summer Qualified Capacity in that previous Forward Capacity Auction and is having its critical path schedule monitored by the ISO in accordance with Section III.13.3, the portion of the resource that did not clear in the previous Forward Capacity Auction shall be a New Generating Capacity Resource in the subsequent Forward Capacity Auction. Such a New Generating Capacity Resource must satisfy all of the qualification process requirements applicable to a New Generating Capacity Resource as described in Section III.13.1.1.2, except that the Project Sponsor is not required to resubmit documentation demonstrating site control (Section III.13.1.1.2.2.1) or to resubmit a critical path schedule (Section III.13.1.1.2.2.2) or to provide a new Qualification Process Cost Reimbursement Deposit (Section III.13.1.1.2.1(e)).

III.13.1.1.1.2. Resources Previously Counted as Capacity.

A resource that has previously been counted as a capacity resource, including a deactivated or retired capacity resource, may elect to participate in the Forward Capacity Auction as a New Generating Capacity Resource, as described in this Section III.13.1.1.1.2. The incremental expenditure required to reactivate a resource that previously has been deactivated or retired pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions) may be included in the calculation of the dollar per kilowatt thresholds in this Section III.13.1.1.1.2. A resource accepted for participation in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to this Section III.13.1.1.1.2 shall participate in the Forward Capacity Auction pursuant to Section III.13.2.3.2(e). A resource shall be accepted for participation as a new resource if it complies with one of the following three subsections:

(a) Where investment in the resource will result, by the commencement of the Capacity Commitment Period, in an increase in output by an amount exceeding the greater of: (i) 20 percent of the summer

Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction; or (ii) 40 MW above the summer Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction, the whole resource shall participate in the Forward Capacity Auction as a New Generating Capacity Resource; or

(b) Where investment in the resource subsequent to January 1, 2007 and prior to the conclusion of the first Capacity Commitment Period associated with the Capacity Supply Obligation for which treatment as a new resource may be applied, for the purposes of re-powering will be equal to or greater than \$200 per kilowatt of the whole resource's summer Qualified Capacity after re-powering, the owner of the resource may elect that the whole resource participate in the Forward Capacity Auction as a New Generating Capacity Resource. The \$200 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent Handy-Whitman Index of Public Utility Construction Costs; or

(c) Where investment in the resource subsequent to January 1, 2007 and prior to the conclusion of the first Capacity Commitment Period associated with the Capacity Supply Obligation for which treatment as a new resource may be applied, for the purpose of compliance with environmental regulations or permits will be equal to or greater than \$100 per kilowatt of the whole resource's summer Qualified Capacity after the investment, the owner of the resource may elect that the whole resource participate in the Forward Capacity Auction as a New Generating Capacity Resource. The \$100 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent Handy-Whitman Index of Public Utility Construction Costs.

III.13.1.1.1.3. Incremental Capacity of Resources Previously Counted as Capacity.

The owner of a resource previously counted as a capacity resource may elect to have the incremental amount of capacity above the summer Qualified Capacity of the resource at the time of the qualification process participate in the Forward Capacity Auction as a New Generating Capacity Resource, where investment in the resource:

(a) will result, by the start of the Capacity Commitment Period, in an increase in output greater than 2 percent of the summer Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction, but less than or equal to the greater of: (i) 20 percent of the summer Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction; or (ii) 40 MW; and

(b) will be equal to or greater than \$200 per kilowatt of the amount of the increase in summer Qualified Capacity resulting from the investment. The \$200 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent Handy-Whitman Index of Public Utility Construction Costs. These investment costs may include the costs associated with reactivating a resource that was previously deactivated pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions) and in which investment in the resource was undertaken prior to reactivation. If the incremental amount of capacity seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to this Section does not cause the resource to exceed the megawatt amount approved in the resource's Interconnection Agreement, the Project Sponsor must submit a New Capacity Qualification Package but is not required to submit a New Capacity Show of Interest Form for the incremental amount by the New Capacity Qualification Deadline. If the incremental amount of capacity seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to this Section III.13.1.1.3 causes the resource to exceed the megawatt amount approved in the resource's Interconnection Agreement or MW amount approved pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), the Project Sponsor must submit a New Capacity Show of Interest Form pursuant to Section III.13.1.1.2.1 and a New Capacity Qualification Package pursuant to Section III.13.1.1.2 for the incremental amount.

III.13.1.1.1.4. De-rated Capacity of Resources Previously Counted as Capacity.

For purposes of the Forward Capacity Market, de-rated capacity of a resource shall be measured by the difference between the summer Qualified Capacity prior to the de-rating of the resource and the most recent summer demonstration of Seasonal Claimed Capability of a resource, as of the fifth Business Day of October. The owner of a resource previously counted as a capacity resource that has been de-rated by at least 2 percent of its summer Qualified Capacity (as an Existing Generating Capacity Resource) but by no more than the lesser of 20 percent of its summer Qualified Capacity (as an Existing Generating Capacity Resource) or 40 MW for three or more years at the time of the Forward Capacity Auction may elect to have the incremental amount of capacity above the capacity level established while de-rated treated as a New Generating Capacity Resource if it demonstrates that it will be reestablished prior to the start of the Capacity Commitment Period and that the investment in the resource for such purposes shall be equal to or greater than \$200 per kilowatt of the amount of the increase in summer Qualified Capacity resulting from the investment. The Project Sponsor must submit a New Capacity Show of Interest Form pursuant to Section III.13.1.1.2.1 and a New Capacity Qualification Package pursuant to Section III.13.1.1.2.2 for the incremental amount of capacity for the relevant Forward Capacity Auction. The \$200 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent

Handy-Whitman Index of Public Utility Construction Costs. The owner of a resource seeking to have the incremental amount of capacity counted as a New Generating Capacity Resource as provided in this Section, must demonstrate based on historical data that the resource previously operated at a level at least 2 percent above the de-rated amount.

III.13.1.1.1.5. Treatment of Resources that are Partially New and Partially Existing.

For purposes of this Section III.13.1, where only a portion of a single resource is treated as a New Generating Capacity Resource, either as a result of partial clearing in a previous Forward Capacity Auction or pursuant to Section III.13.1.1.1.3 or Section III.13.1.1.1.4, then except as otherwise indicated in this Section III.13.1, that portion of the resource shall be treated as a New Generating Capacity Resource, and the remainder of the resource shall be treated as an Existing Generating Capacity Resource.

III.13.1.1.1.6. Treatment of Deactivated and Retired Units.

(a) [Reserved.]

(b) A resource that previously has been deactivated or retired pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), as applicable, that submits to the ISO a reactivation plan demonstrating that the resource shall return to Commercial Operation shall, subject to ISO review and acceptance of that reactivation plan, be treated as an Existing Generating Capacity Resource unless that resource satisfies the criteria under Section III.13.1.1.1.2 as a New Generating Capacity Resource. Such reactivation plans must be received by the ISO no later than 10 Business Days before the Existing Capacity Qualification Deadline. A resource that previously has been deactivated or retired pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), as applicable, that submits to the ISO a reactivation plan demonstrating that the resource shall return to Commercial Operation and having a material modification as described in Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), as applicable, shall be subject to Section III.13.1.1.2.3 (Initial Interconnection Analysis).

III.13.1.1.1.7 Renewable Technology Resources.

To participate in the Forward Capacity Market as a Renewable Technology Resource, a Generating Capacity Resource or an On-Peak Demand Resource (including every asset that is part of the On-Peak Demand Resource) must satisfy the following requirements:

- (a) receive an out-of-market revenue source supported by a state- or federally-regulated rate, charge or other regulated cost recovery mechanism;
- (b) qualify as a renewable or alternative energy generating resource under any New England state's mandated (either by statute or regulation) renewable or alternative energy portfolio standards as in effect on January 1, 2014, or, in states without a standard, qualify under that state's renewable energy goals as a renewable resource (either by statute or regulation) as in effect on January 1, 2014. The resource must qualify as a renewable or alternative energy generating resource in the state in which it is geographically located;
- (c) participate in a Forward Capacity Auction for a Capacity Commitment Period beginning on or after June 1, 2018 as a New Generating Capacity Resource or New Demand Resource pursuant to Section III.13.1.1, and;
- (d) has been designated for treatment as a Renewable Technology Resource pursuant to Section III.13.1.1.2.9.

An Export De-List Bid or Administrative Export De-List Bid may not be submitted for Generating Capacity Resources that assumed a Capacity Supply Obligation by participating in a Forward Capacity Auction as a Renewable Technology Resource.

III.13.1.1.2. Qualification Process for New Generating Capacity Resources.

For a resource to qualify as a New Generating Capacity Resource, the resource's Project Sponsor must make two separate submissions to the ISO: First, the Project Sponsor must submit a New Capacity Show of Interest Form during the New Capacity Show of Interest Submission Window. Second, the Project Sponsor must submit a New Capacity Qualification Package no later than the New Capacity Qualification Deadline. Each of these submissions is described in more detail in this Section III.13.1.1.2. The Project Sponsor must also submit to the ISO, or in the case of an Import Capacity Resource seeking to qualify with an Elective Transmission Upgrade be associated with, an Interconnection Request under Schedules 22, 23 or 25 ~~Schedules 22 and 23~~ of Section II of the Transmission, Markets and Services Tariff prior to submitting a New Capacity Show of Interest Form during the New Capacity Show of Interest Submission Window. Both the New Capacity Show of Interest Form and the New Capacity Qualification Package are required regardless of the status of the project under the ~~generator~~ interconnection procedures described in Schedules 22, 23 and 23-25 of Section II of the Transmission, Markets and Services Tariff. Neither the

New Capacity Show of Interest Form nor the New Capacity Qualification Package constitutes an Interconnection Request. A Project Sponsor may withdraw from the qualification process at any time prior to three Business Days before the submission of the FCM Deposit pursuant to Section III.13.1.9.1 by providing written notification of such withdrawal to the ISO. Any withdrawal, whether pursuant to this provision or as determined by the ISO (for example as described in Section III.13.1.1.2.1 or Section III.13.1.9.3), shall be irrevocable. The Project Sponsor of a withdrawn application is subject to reconciliation of its Qualification Process Cost Reimbursement Deposit described in Section III.13.1.9.3. None of the provisions of this Section III.13.1, including the initial interconnection analysis and the analysis of overlapping interconnection impacts, supersedes, replaces, or satisfies any of the requirements of ~~Schedules 22, 23 and 25~~ Schedules 22 and 23 of Section II of the Transmission, Markets and Services Tariff, except as specifically provided thereunder. Determinations by the ISO pursuant to this Section III.13.1.1.2, including the initial interconnection analysis and the analysis of overlapping interconnection impacts, are for purposes of qualification for participation in the Forward Capacity Auction only, and do not constitute a right or approval to interconnect, and do not guarantee the ability to interconnect.

III.13.1.1.2.1. New Capacity Show of Interest Form.

Except as otherwise provided in this Section III.13.1.1.2.1, for each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource, the Project Sponsor must submit to the ISO a New Capacity Show of Interest Form as described in this Section III.13.1.1.2.1 during the New Capacity Show of Interest Submission Window. After submission of a New Capacity Show of Interest Form, ~~Material Modification~~ material changes (as defined in Section 4.4 of Schedule 22, ~~and~~ Section 1.5 of Schedule 23, ~~or~~ Section 4.4 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff) may not be made to the information contained therein ~~or the~~. ~~The New Capacity Show of Interest Form is available on the ISO website.~~ A New Capacity Show of Interest Form ~~to which a material change has been made~~ shall be considered withdrawn. No change that may result in a reduction in capacity may be made to a project described in a New Capacity Show of Interest Form or New Capacity Qualification Package between the date that is 150 days before the start of the Forward Capacity Auction and the deadline for qualification determination notifications described in Section III.13.1.1.2.8.

(a) A completed New Capacity Show of Interest Form shall include the following information, to the extent the information is not already provided under an active Interconnection Request under Schedules 22, 23 and 25 ~~Schedules 22 and 23~~ of Section II of the Transmission, Markets and Services Tariff, and other such information necessary to evaluate a project: the project name; the Project Sponsor's contact

information; the Project Sponsor's ISO customer status; the project's expected Commercial Operation date; the project address or location, and if relevant, asset identification number; the status of the project under the ~~generator~~ interconnection procedures described in Schedules 22, 23 and 25 ~~Schedules 22 and 23~~ of Section II of the Transmission, Markets and Services Tariff; whether the resource has ever previously had a Capacity Supply Obligation or previously received payment as a capacity resource pursuant to the market rules in effect prior to June 1, 2010; the capacity (in MW) of the New Generating Capacity Resource; the Economic Minimum Limit (in MW) of the New Generating Capacity Resource; a general description of the project's equipment configuration, including a description of the resource type (such as those listed in the table in Section III.A.21 or some other type); a simple location plan and a one-line diagram of the plant and station facilities, including any known transmission facilities; the location of the proposed interconnection; and other specific project data as set forth in the New Capacity Show of Interest Form. The ISO may waive the submission of any information not required for evaluation of a project. A completed New Capacity Show of Interest Form shall also specify the Queue Position associated with the project pursuant to Section 4.1 of Schedule 22, ~~and~~ Section 1.5 of Schedule 23 or Section 4.1 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff. In the case of a resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource that is supported by an Internal Elective Transmission Upgrade, all Queue Positions associated with the project must be submitted in the New Capacity Show of Interest Form. Submittal of the Interconnection Request may take place prior to the qualification process described here, but no later than the date on which the New Capacity Show of Interest Form is submitted to the ISO; however, the Interconnection Customer Interconnection Request must still be active and consistent with the project described in the New Capacity Show of Interest Form as well as the New Capacity Qualification Package to be submitted as described in Section III.13.1.1.2.2.

(b) The Project Sponsor must submit with the New Capacity Show of Interest Form, documentation demonstrating that the Project Sponsor has already achieved control of the project site for the duration of the relevant Capacity Commitment Period pursuant to III.13.1.1.2.2.1. Site control shall have the same meaning as set forth in Schedule 22 or Schedule 23, as applicable, of Section II of the Transmission, Markets and Services Tariff. A resource that has previously been counted as a capacity resource is not required to submit site control documentation.

(c) In the New Capacity Show of Interest Form, the Project Sponsor must indicate if the New Generating Capacity Resource is incremental capacity associated with a resource that previously had a Capacity Supply Obligation or previously received payment as a capacity resource pursuant to the market

rules in effect prior to June 1, 2010 as discussed in Section III.13.1.1.1.3, or if the New Generating Capacity Resource is incremental capacity associated with a resource previously listed as a capacity resource that has been de-rated for three or more years at the time of the Forward Capacity Auction, as discussed in Section III.13.1.1.1.4.

(d) [Reserved.]

(e) With the New Capacity Show of Interest Form, the Project Sponsor must submit the Qualification Process Cost Reimbursement Deposit, as described in Section III.13.1.9.3.

III.13.1.1.2.2. New Capacity Qualification Package.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource, the Project Sponsor must submit a New Capacity Qualification Package no later than the New Capacity Qualification Deadline, described in Section III.13.1.10. Except as otherwise provided in this Section III.13.1, the New Capacity Qualification Package shall conform to the requirements of this Section III.13.1.1.2.2. The ISO may waive the submission of any information not required for evaluation of a project. No change that may result in a reduction in capacity may be made to a project described in a New Capacity Show of Interest Form or New Capacity Qualification Package between the date that is 150 days before the start of the Forward Capacity Auction and the deadline for qualification determination notifications described in Section III.13.1.1.2.8.

III.13.1.1.2.2.1. Site Control.

For all Forward Capacity Auctions and reconfiguration auctions, the Project Sponsor must achieve, prior to the close of~~submit, with~~ the New Capacity Show of Interest Submission Window~~Form~~, control of the project site for the duration of the relevant Capacity Commitment Period, which shall be as defined in Section 4.1 of Schedule 22, Section 1.5 of Schedule 23 or Section 4.1 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff. ~~documentation demonstrating that the Project Sponsor has already achieved control of the project site for the duration of the relevant Capacity Commitment Period.~~ Site control shall mean that: (i) the Project Sponsor is the owner in fee simple of the real property on which the project will be located; (ii) the Project Sponsor holds a valid written leasehold interest in the real property on which the project will be located; (iii) the Project Sponsor holds a valid written option, exercisable solely by the Project Sponsor or its assignee, to purchase or lease property on which the project will be located; or (iv) the Project Sponsor holds a duly executed written contract to purchase or

~~lease the real property on which the project will be located. A resource that has previously been counted as a capacity resource is not required to submit site control documentation.~~

III.13.1.1.2.2.2. Critical Path Schedule.

In the New Capacity Qualification Package, the Project Sponsor must provide a critical path schedule for the project with sufficient detail to allow the ISO to evaluate the feasibility of the project being built and the feasibility that the project will meet the requirement that the project achieve Commercial Operation as qualified no later than the start of the relevant Capacity Commitment Period. The critical path schedule shall include, at a minimum, the dates on which the following milestones have or are expected to occur:

(a) **Major Permits.** In the New Capacity Qualification Package, the Project Sponsor must list all major permits required for the project, and for each major permit, the Project Sponsor must list the agency requiring the permit, the date on which application for the permit is expected to be made, and the expected date of approval. Major permits shall include, but are not limited to: (i) all federal and state permits; and (ii) local, regional, and town permits. The permitting and installation process associated with any major ancillary infrastructure (such as new gas pipelines, new water supply systems, or large storage tanks) should be included in this portion of the New Capacity Qualification Package.

(b) **Project Financing Closing.** In the New Capacity Qualification Package, the Project Sponsor shall provide (i) the estimated dollar amount of required project financing; (ii) the expected sources of that financing; and (iii) the expected closing date(s) for the project financing.

(c) **Major Equipment Orders.** In the New Capacity Qualification Package, the Project Sponsor must provide a list of all of the major components necessary for the project, and the date or dates on which all major components necessary for the project have been or are expected to be ordered. Although the specific technology will determine the list of major components to be included, the list shall include, to the extent applicable: (i) electric generators which may include equipment such as fuel cells or solar photovoltaic equipment; (ii) turbines; (iii) step-up transformers; (iv) relay panels (v) distributed control systems; and (vi) any other single piece of equipment or system such as a cooling water system, steam generation, steam handling system, water treatment system, fuel handling system or emissions control system that is not included as a sub-component of other equipment listed in this Section III.13.1.1.2.2.2(d) and that accounts for more than five percent of the total project cost. For an Import Capacity Resource associated with an Elective Transmission Upgrade that has not yet achieved Commercial Operation as

defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff, major components shall also include, to the extent applicable, transmission facilities and associated substation equipment.

(d) **Substantial Site Construction.** In the New Capacity Qualification Package, the Project Sponsor must provide the approximate date on which the amount of money expended on construction activities occurring on the project site is expected to exceed 20 percent of construction financing costs.

(e) **Major Equipment Delivery.** In the New Capacity Qualification Package, the Project Sponsor must provide the dates on which the major equipment described in subsection (d) above has been or is scheduled to be delivered to the project site.

(f) **Major Equipment Testing.** In the New Capacity Qualification Package, the Project Sponsor must provide the date or dates on which each piece of major equipment described in subsection (d) above is scheduled to undergo testing, including major systems testing, as appropriate for the specific technology to establish its suitability to allow, in conjunction with other major equipment, subsequent Commercial Operation of the project in accordance with the design capacity of the resource and in accordance with Good Utility Practice. The test(s) shall include those conducted at the point at which the operation of the major equipment will be determined to be in compliance with the requirements of the engineering or purchase specifications.

(g) **Commissioning.** In the New Capacity Qualification Package, the Project Sponsor must provide the date on which the project is expected to have demonstrated the level of performance specified in the New Capacity Show of Interest Form and in the New Capacity Qualification Package.

(h) **Commercial Operation.** In the New Capacity Qualification Package, the Project Sponsor must provide the date by which the project is expected to achieve Commercial Operation. This date must be no later than the start of the Capacity Commitment Period associated with the Forward Capacity Auction.

III.13.1.1.2.2.3. Offer Information.

(a) All New Generating Capacity Resources that might submit offers in the Forward Capacity Auction at prices below the relevant Offer Review Trigger Price must include in the New Capacity Qualification Package the lowest price at which the resource requests to offer capacity in the Forward Capacity Auction and supporting documentation justifying that price as competitive in light of the resource's costs (as described in Section III.A.21). This price is subject to review by the Internal Market

Monitor pursuant to Section III.A.21.2 and must include the additional documentation described in that Section.

(b) The Project Sponsor for a New Generating Capacity Resource must indicate in the New Capacity Qualification Package if an offer from the New Generating Capacity Resource may be rationed. A Project Sponsor may specify a single MW quantity at or above the Economic Minimum Limit to which offers may be rationed. Without such indication, offers will only be accepted or rejected in whole. This rationing election shall apply for the entire Forward Capacity Auction.

(c) By submitting a New Capacity Qualification Package, the Project Sponsor certifies that an offer from the New Generating Capacity Resource will not include any anticipated revenues the resource is expected to receive for its capacity cost as a Qualified Generator Reactive Resource pursuant to Schedule 2 of [Section II of the Transmission, Markets and Services Tariff](#)~~the OATT~~.

III.13.1.1.2.2.4. Capacity Commitment Period Election.

In the New Capacity Qualification Package, the Project Sponsor must specify whether, if its New Capacity Offer clears in the Forward Capacity Auction, the associated Capacity Supply Obligation and Capacity Clearing Price (indexed for inflation) shall continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, for up to six additional and consecutive Capacity Commitment Periods, in whole Capacity Commitment Period increments only. If no such election is made in the New Capacity Qualification Package, the Capacity Supply Obligation and Capacity Clearing Price associated with the New Capacity Offer shall apply only for the Capacity Commitment Period associated with the Forward Capacity Auction in which the New Capacity Offer clears. If a New Capacity Offer clears in the Forward Capacity Auction, the capacity associated with the resulting Capacity Supply Obligation may not be subject to any type of de-list or export bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply pursuant to this Section III.13.1.1.2.2.4.

III.13.1.1.2.2.5. Additional Requirements for Resources Previously Counted As Capacity.

In addition to the information described elsewhere in this Section III.13.1.1.2.2.5:

(a) For each resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2 (re-powering), Section III.13.1.1.1.3 (incremental

capacity), or Section III.13.1.1.1.4 (de-rated capacity), the Project Sponsor must include in the New Capacity Qualification Package documentation of the costs associated with the project in sufficient detail to allow the ISO to determine that the relevant cost threshold (described in Sections III.13.1.1.1.2(b), III.13.1.1.1.3(b), and III.13.1.1.1.4) will be met.

(b) For each resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2(c) (environmental compliance), the Project Sponsor must include in the New Capacity Qualification Package: (i) a detailed description of the specific regulations that it is seeking to comply with and the permits that it must obtain; and (ii) documentation of the costs associated with the project in sufficient detail to allow the ISO to determine that the relevant cost threshold (described in Section III.13.1.1.1.2(c)) will be met.

(c) For each resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Sections III.13.1.1.1.2, III.13.1.1.1.3, or III.13.1.1.1.4, the Project Sponsor must include in the New Capacity Qualification Package detailed information showing how and when the resource will shed its Capacity Supply Obligation to accommodate necessary work on the facility, if necessary. The Project Sponsor must also include the shedding of its Capacity Supply Obligation as an additional milestone in the critical path schedule described in Section III.13.1.1.2.2.2.

III.13.1.1.2.2.6. Additional Requirements for New Generating Capacity Resources that are Intermittent Power Resources and Intermittent Settlement Only Resources.

In addition to the information described elsewhere in this Section III.13.1.1.2.2, for each Intermittent Power Resource and Intermittent Settlement Only Resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource, the Project Sponsor must include in the New Capacity Qualification Package:

(a) a claimed summer Qualified Capacity and a claimed winter Qualified Capacity based on the data described in Section III.13.1.1.2.2.6(b);

(b) measured and recorded site-specific summer and winter data relevant to the expected performance of the Intermittent Power Resource and Intermittent Settlement Only Resource (including wind speed data for wind resources, water flow data for run-of-river hydropower resources, and irradiance data for solar resources) that, with the other information provided in the New Capacity Qualification

Package, will enable the ISO to confirm the summer and winter Qualified Capacity that the Project Sponsor claims for the Intermittent Power Resource or the Intermittent Settlement Only Resource.

III.13.1.1.2.3. Initial Interconnection Analysis.

(a) For each New Generating Capacity Resource, the ISO shall perform an initial interconnection analysis, including an analysis of overlapping interconnection impacts, based on the information provided in the New Capacity Show of Interest Form and shall determine the amount of capacity that the resource could provide by the start of the associated Capacity Commitment Period. The initial interconnection analysis shall be performed consistent with the criteria and conditions described in ISO New England Planning Procedures, and will include, but will not be limited to, a power flow analysis and a short circuit analysis. No initial interconnection analysis is required where the total requested Qualified Capacity of a New Generating Capacity Resource pursuant to Sections III.13.1.1.2, III.13.1.1.3, III.13.1.1.4, or III.13.1.1.6 can be realized without a Material Modification~~material change~~ (as defined in Section 4.4 of Schedule 22, ~~and~~ Section 1.5 of Schedule 23 and Section 4.4 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff). The ISO will perform the initial interconnection analysis in the form of a group study that will include all the projects that have submitted a New Capacity Show of Interest Form to participate in the same Capacity Commitment Period (as described in Section 4.1 of Schedule 22 and Section 1.5 of Schedule 23 of Section II of the Transmission, Markets and Services Tariff). Participation in an initial interconnection analysis is a requirement for obtaining Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service in a manner that meets the Capacity Capability Interconnection Standard in accordance with the provisions in Schedules 22, ~~and~~ 23 and 25 of Section II of the Transmission, Markets and Services Tariff.

(b) If as a result of the initial interconnection analysis, the ISO determines that the interconnection facilities and upgrades identified in the qualification process that are necessary to enable the New Generating Capacity Resource to provide the entire amount of capacity indicated in the New Capacity Show of Interest Form can not be implemented before the start of the Capacity Commitment Period, the New Generating Capacity Resource's Qualified Capacity values may be adjusted accordingly, as described in Section III.13.1.1.2.5.

(c) If as a result of the initial interconnection analysis, the ISO determines that the interconnection facilities and upgrades identified in the qualification process that are necessary to enable the New Generating Capacity Resource to provide capacity indicated in the New Capacity Show of Interest Form can not be implemented before the start of the Capacity Commitment Period and the New Generating

Capacity Resource can not provide any capacity without those facilities and upgrades, the resource shall not be accepted for participation in the Forward Capacity Auction. In this case, the ISO will provide an explanation of its determination in the qualification determination notification, discussed in Section III.13.1.1.2.8.

(d) If as a result of the initial interconnection analysis, the ISO determines that the New Generating Capacity Resource can provide all or some of the capacity indicated in the New Capacity Show of Interest Form by the start of the Capacity Commitment Period, and if the New Generating Capacity Resource is accepted for participation in the Forward Capacity Auction in accordance with the other provisions and requirements of this Section III.13.1, then in the qualification determination notification, discussed in Section III.13.1.1.2.8, the ISO, after consultation with the applicable Transmission Owner(s) or Elective Transmission Upgrade Interconnection Customer as appropriate, shall include a list of the facilities that may be required to complete the interconnection and time required to construct those facilities by the start of the associated Capacity Commitment Period.

(e) Where, as a result of the initial interconnection analysis, the ISO concludes, after consultation with the Project Sponsor and the applicable Transmission Owner(s) or Elective Transmission Upgrade Interconnection Customer, as appropriate, that the capacity indicated in the New Capacity Show of Interest Form can not be interconnected by the commencement of the Capacity Commitment Period, the Forward Capacity Market qualification process for that resource shall be terminated and the ISO will notify the Project Sponsor of such termination.

(f) Where, as a result of the initial interconnection analysis, the ISO determines that because of overlapping interconnection impacts, New Generating Capacity Resources that are otherwise accepted for participation in the Forward Capacity Auction in accordance with the other provisions and requirements of this Section III.13.1 cannot provide the full amount of capacity that they each would otherwise be able to provide (in the absence of the other relevant Existing Generating Capacity Resources and New Generating Capacity Resources seeking to qualify for the Forward Capacity Auction), those New Generating Capacity Resources will be accepted for participation in the Forward Capacity Auction on the basis of their Queue Position, as described in Schedules 22, ~~and 23~~ and 25 of Section II of the Transmission, Markets and Services Tariff, with priority given to resources that entered the queue earlier. Resources with lower priority in the queue may be accepted partially. Starting with the fourth auction, a New Generating Capacity Resource that meets the requirements of this Section III.13.1, but that would not be accepted for participation in the Forward Capacity Auction as a result of overlapping

interconnection impacts with another resource having a higher priority in the queue may be accepted for participation in the Forward Capacity Auction as a Conditional Qualified New ~~Generating Capacity~~ Resource, as described in Section III.13.2.3.2(f), provided that the resource having a higher priority in the queue is not a resource offering capacity into the Forward Capacity Auction pursuant to Section III.13.2.3.2(e).

(g) New Generating Capacity Resources, or portions thereof, shall not be considered to have met their Capacity Supply Obligation for the purposes of this Forward Capacity Market and shall not receive compensation if any upgrades to be completed by the Project Sponsor required to remove overlapping interconnection impacts as identified in (f) have not been completed, including, any upgrades identified in a restudy pursuant to Section 3.2.1.3 of Schedule 22, ~~and~~ Section 1.7.1.3 of Schedule 23, or Section 3.2.1.3 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff ~~and, if necessary, requests for the interconnection of an Elective Transmission Upgrade,~~ in time for the Capacity Commitment Period unless the Capacity Supply Obligation is appropriately covered.

III.13.1.1.2.4. Evaluation of New Capacity Qualification Package.

The ISO shall review a New Generating Capacity Resource's New Capacity Qualification Package consistent with the dates set forth in Section III.13.1.10, and shall determine whether the package is complete and whether, based on the information provided, the New Generating Capacity Resource is accepted for participation in the Forward Capacity Auction. In making these determinations, the ISO may consider, but is not limited to considering, the following:

- (a) whether the New Capacity Qualification Package contains all of the elements required by this Section III.13.1.1.2;
- (b) whether the critical path schedule includes all necessary elements and is sufficiently developed;
- (c) whether the milestones in the critical path schedule are reasonable and likely to be met;
- (d) whether, in the case of a resource previously counted as a capacity resource, the requirements for treatment as a New Generating Capacity Resource are satisfied; and
- (e) whether, in the case of an Intermittent Power Resource or Intermittent Settlement Only Resource, sufficient data for confirming the resource's claimed summer and winter Qualified Capacity is provided, and whether the data provided reasonably supports the claimed summer and winter Qualified Capacity.

III.13.1.1.2.5. Qualified Capacity for New Generating Capacity Resources.

III.13.1.1.2.5.1. New Generating Capacity Resources Other Than Intermittent Power Resources and Intermittent Settlement Only Resources.

The summer Qualified Capacity and winter Qualified Capacity of a New Generating Capacity Resource that is not an Intermittent Power Resource or an Intermittent Settlement Only Resource that has cleared in the Forward Capacity Auction shall be based on the data provided to the ISO during the qualification process, subject to ISO review and verification, and possibly as modified pursuant to Section III.13.1.1.2.3(b). The FCA Qualified Capacity for such a resource shall be the lesser of the resource's summer Qualified Capacity and winter Qualified Capacity, as adjusted to account for applicable offers composed of separate resources.

III.13.1.1.2.5.2. [Reserved]

III.13.1.1.2.5.3. New Generating Capacity Resources that are Intermittent Power Resources and Intermittent Settlement Only Resources.

The summer Qualified Capacity and winter Qualified Capacity of a New Generating Capacity Resource that is an Intermittent Power Resource or an Intermittent Settlement Only Resource shall be the summer Qualified Capacity and winter Qualified Capacity claimed by the Project Sponsor pursuant to Section III.13.1.1.2.2.6, as confirmed by the ISO pursuant to Section III.13.1.1.2.4(e). The FCA Qualified Capacity for such a resource shall be equal to the resource's summer Qualified Capacity, as adjusted to account for applicable offers composed of separate resources.

III.13.1.1.2.5.4. New Generating Capacity Resources Partially Clearing in a Previous Forward Capacity Auction.

Where, as discussed in Section III.13.1.1.1(c), a New Generating Capacity Resource was accepted for participation in a previous Forward Capacity Auction, but cleared less than its summer or winter Qualified Capacity in that previous Forward Capacity Auction and is having its critical path schedule monitored by the ISO as described in Section III.13.3, its summer and winter Qualified Capacity as a New Generating Capacity Resource in the instant Forward Capacity Auction shall be the summer and winter Qualified Capacity from the previous Forward Capacity Auction minus the amount of capacity clearing from the New Generating Capacity Resource in the previous Forward Capacity Auction. The FCA Qualified Capacity for such a resource shall be the lesser of the resource's summer Qualified Capacity

and winter Qualified Capacity, as adjusted to account for applicable offers composed of separate resources. The amount of capacity clearing in a Forward Capacity Auction from a New Generating Capacity Resource shall be treated as an Existing Generating Capacity Resource in subsequent Forward Capacity Auctions.

III.13.1.1.2.6. [Reserved.]

III.13.1.1.2.7. Opportunity to Consult with Project Sponsor.

In its review of a New Capacity Show of Interest Form or a New Capacity Qualification Package, the ISO may consult with the Project Sponsor to seek clarification, to gather additional necessary information, or to address questions or concerns arising from the materials submitted. At the discretion of the ISO, the ISO may consider revisions or additions to the qualification materials resulting from such consultation; provided, however, that in no case shall the ISO consider revisions or additions to the qualification materials if the ISO believes that such consideration cannot be properly accomplished within the time periods established for the qualification process. In addition, the ISO or the Project Sponsor may confer to seek clarification, to gather additional necessary information, or to address questions or concerns prior to the ISO's final determination and notification of qualification.

III.13.1.1.2.8. Qualification Determination Notification for New Generating Capacity Resources.

No later than 127 days before the Forward Capacity Auction, the ISO shall send notification to Project Sponsors or Market Participants, as applicable, for each New Generating Capacity Resource indicating:

- (a) whether the New Generating Capacity Resource has been accepted for participation in the Forward Capacity Auction as a result of the initial interconnection analysis made pursuant to Section III.13.1.1.2.3, and if not accepted, an explanation of the reasons the New Generating Capacity Resource was not accepted in the initial interconnection analysis;

- (b) whether the New Generating Capacity Resource has been accepted for participation in the Forward Capacity Auction as a result of the New Capacity Qualification Package evaluation made pursuant to Section III.13.1.1.2.4, and if not accepted, an explanation of the reasons the New Generating Capacity Resource's New Capacity Qualification Package was not accepted;

(c) if accepted for participation in the Forward Capacity Auction, a list of the facilities that may be required to complete the interconnection for purposes of providing capacity and time required to construct those facilities by the start of the associated Capacity Commitment Period, as discussed in Section III.13.1.1.2.3(d);

(d) if accepted for participation in the Forward Capacity Auction, the New Generating Capacity Resource's summer Qualified Capacity and winter Qualified Capacity, as determined pursuant to Section III.13.1.1.2.5;

(e) if accepted for participation in the Forward Capacity Auction, but subject to the provisions of Section III.13.1.1.2.3(f) (where not all New Generating Capacity Resources can be interconnected due to their combined effects on the New England Transmission System), a description of how the New Generating Capacity Resource shall participate in the Forward Capacity Auction, including, for the fourth and future auctions: (i) whether the resource shall participate as a Conditional Qualified New ~~Generating Capacity~~ Resource; (ii) for the notification to a Conditional Qualified New ~~Generating Capacity~~ Resource, the Queue Position of the associated resource with higher queue priority; and (iii) for the notification to a resource with higher queue priority than a Conditional Qualified New ~~Generating Capacity~~ Resource, the Queue Position of the Conditional Qualified New ~~Generating Capacity~~ Resource; and

(f) if accepted for participation in the Forward Capacity Auction and requesting to submit offers at prices below the relevant Offer Review Trigger Price pursuant to Section III.13.1.1.2.2.3, the Internal Market Monitor's determination regarding whether the requested offer price is consistent with the long run average costs of that New Generating Capacity Resource.

III.13.1.1.2.9 Renewable Technology Resource Election.

A Project Sponsor or Market Participant electing Renewable Technology Resource treatment for the FCA Qualified Capacity of a New Generating Capacity Resource shall submit a Renewable Technology Resource election form no later than five Business Days after the date on which the ISO provides qualification determination notifications pursuant to Section III.13.1.1.2.8. Only the portion of the FCA Qualified Capacity of the resource that meets the requirements of Section III.13.1.1.1.7 is eligible for treatment as a Renewable Technology Resource.

Renewable Technology Resource elections may not be modified or withdrawn after the deadline for submission of the Renewable Technology Resource election form.

III.13.1.1.2.10 Determination of Renewable Technology Resource Qualified Capacity.

- (a) If the total FCA Qualified Capacity of Renewable Technology Resources exceeds the cap specified in subsections (b), (c) and (d) the qualified capacity value of each resource shall be prorated by the ratio of the cap divided by the total FCA Qualified Capacity. The ISO shall notify the Project Sponsor or Market Participant, as applicable, of the Qualified Capacity value of its resource no more than three Business Days after the deadline for submitting Renewable Technology Resource elections.
- (b) The cap for the Capacity Commitment Period beginning on June 1, 2018 is 200 MW.
- (c) The cap for the Capacity Commitment Period beginning on June 1, 2019 is 400 MW minus the amount of Capacity Supply Obligations acquired by Renewable Technology Resources that are New Generating Capacity Resources pursuant to Section III.13.2 in the prior Capacity Commitment Period.
- (d) The cap for each Capacity Commitment Period beginning on or after June 1, 2020 is 600 MW minus the amount of Capacity Supply Obligations acquired by Renewable Technology Resources that are New Generating Capacity Resources pursuant to Section III.13.2 in the prior two Capacity Commitment Periods.

III.13.1.2. Existing Generating Capacity Resources.

An Existing Generating Capacity Resource, as defined in Section III.13.1.2.1, may participate in the Forward Capacity Auction pursuant to the provisions of this Section III.13.1.2.

III.13.1.2.1. Definition of Existing Generating Capacity Resource.

Any resource that does not satisfy the criteria for participating in the Forward Capacity Auction as a New Generating Capacity Resource (Section III.13.1.1), as an Existing Import Capacity Resource or New Import Capacity Resource (Section III.13.1.3), or as a New Demand Resource or Existing Demand Resource (Section III.13.1.4) shall be an Existing Generating Capacity Resource.

III.13.1.2.2. Qualified Capacity for Existing Generating Capacity Resources.

III.13.1.2.2.1. Existing Generating Capacity Resources Other Than Intermittent Power Resources and Intermittent Settlement Only Resources.

III.13.1.2.2.1.1. Summer Qualified Capacity.

The summer Qualified Capacity of an Existing Generating Capacity Resource that is not an Intermittent Power Resource or an Intermittent Settlement Only Resource shall be equal to the median of that Existing Generating Capacity Resource's summer Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day in October of each year, with only positive summer ratings included in the median calculation. For the first Forward Capacity Auction, the summer Qualified Capacity of an Existing Generating Capacity Resource shall be equal to the median of that Existing Generating Capacity Resource's summer Seasonal Claimed Capability ratings from the most recent four years, as of the fifth Business Day in October of each year, with only positive summer ratings included in the median calculation. Where an Existing Generating Capacity Resource has fewer than five summer Seasonal Claimed Capability ratings, or in the case of the first Forward Capacity Auction, fewer than four summer Seasonal Claimed Capability ratings, then the summer Qualified Capacity for that Existing Generating Capacity Resource shall be equal to the median of all of that Existing Generating Capacity Resource's previous summer Seasonal Claimed Capability ratings, as of the fifth Business Day in October of each year, with only positive summer ratings included in the median calculation. If for an Existing Generating Capacity Resource there are no previous positive summer Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's summer Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.1.2. Winter Qualified Capacity.

The winter Qualified Capacity of an Existing Generating Capacity Resource that is not an Intermittent Power Resource or an Intermittent Settlement Only Resource shall be equal to the median of that Existing Generating Capacity Resource's winter Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day in June of each year, with only positive winter ratings included in the median calculation. For the first Forward Capacity Auction, the winter Qualified Capacity of an Existing Generating Capacity Resource shall be equal to the median of that Existing Generating Capacity Resource's winter Seasonal Claimed Capability ratings from the most recent four years, as of the fifth Business Day in June of each year, with only positive winter ratings included in the median calculation. Where an Existing Generating Capacity Resource has fewer than five winter Seasonal Claimed Capability

ratings, or in the case of the first Forward Capacity Auction, fewer than four winter Seasonal Claimed Capability ratings, then the winter Qualified Capacity for that Existing Generating Capacity Resource shall be equal to the median of all of that Existing Generating Capacity Resource's previous winter Seasonal Claimed Capability ratings, as of the fifth Business Day in June of each year, with only positive winter ratings included in the median calculation. If for an Existing Generating Capacity Resource there are no previous positive winter Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's winter Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.2. Existing Generating Capacity Resources that are Intermittent Power Resources and Intermittent Settlement Only Resources.

Intermittent Power Resources and Intermittent Settlement Only Resources are defined as wind, solar, run of river hydro and other renewable resources that do not have control over their net power output. Wind and solar resources shall be qualified as Intermittent Power Resources or Intermittent Settlement Only Resources. The summer and winter Qualified Capacity for an Existing Generating Capacity Resource that is an Intermittent Power Resource or Intermittent Settlement Only Resource shall be calculated as follows:

III.13.1.2.2.2.1. Summer Qualified Capacity for an Intermittent Power Resource and Intermittent Settlement Only Resource.

(a) With regard to any Forward Capacity Auction, for each of the previous five summer periods, the ISO shall determine the median of the Intermittent Power Resource's and Intermittent Settlement Only Resource's net output in the Summer Intermittent Reliability Hours. If the Intermittent Power Resource or Intermittent Settlement Only Resource has not been in Commercial Operation for the requisite five full summer periods, the ISO shall determine the median of the Intermittent Power Resource's net output in each of the previous summer periods, or portion thereof if the Intermittent Power Resource or Intermittent Settlement Only Resource achieved Commercial Operation during a summer period. If the Intermittent Power Resource or Intermittent Settlement Only Resource began Commercial Operation after the 2006 summer period and prior to the first Forward Capacity Auction, its summer Qualified Capacity shall be established pursuant to Section III.13.1.1.2.2.6, as confirmed by the ISO pursuant to Section III.13.1.1.2.4(e).

(b) The Intermittent Power Resource's or Intermittent Settlement Only Resource's summer Qualified Capacity shall be the average of the median numbers determined in Section III.13.1.2.2.2.1(a).

(c) The Summer Intermittent Reliability Hours shall be hours ending 1400 through 1800 each day of the summer period (June through September) and all summer period hours in which the ISO has declared a system-wide Shortage Event and if the Intermittent Power Resource or Intermittent Settlement Only Resource was in an import-constrained Capacity Zone, all Shortage Events in that Capacity Zone.

(d) If for an Existing Generating Capacity Resource that is an Intermittent Power Resource or an Intermittent Settlement Only Resource there are no previous positive summer Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's summer Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.2.2. Winter Qualified Capacity for an Intermittent Power Resource and Intermittent Settlement Only Resources.

(a) With regard to any Forward Capacity Auction, for each of the previous five winter periods, the ISO shall determine the median of the Intermittent Power Resource's and Intermittent Settlement Only Resource's net output in the Winter Intermittent Reliability Hours. If the Intermittent Power Resource or Intermittent Settlement Only Resource has not been in Commercial Operation for the requisite five full winter periods, the ISO shall determine the median of the Intermittent Power Resource's and Intermittent Settlement Only Resource's net output in each of the previous winter periods, or portion thereof if the Intermittent Power Resource or Intermittent Settlement Only Resource achieved Commercial Operation during a winter period.

(b) The Intermittent Power Resource's and Intermittent Settlement Only Resource's winter Qualified Capacity shall be the average of the median numbers determined in Section III.13.1.2.2.2.2(a).

(c) The Winter Intermittent Reliability Hours shall be hours ending 1800 and 1900 each day of the winter period (October through May) and all winter period hours in which the ISO has declared a system-wide Shortage Event and if the Intermittent Power Resource or Intermittent Settlement Only Resource was in an import-constrained Capacity Zone, all Shortage Events in that Capacity Zone.

(d) If for an Existing Generating Capacity Resource that is an Intermittent Power Resource or an Intermittent Settlement Only Resource there are no previous positive winter Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's winter Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.3. Qualified Capacity Adjustment for Partially New and Partially Existing Resources.

(a) Where an Existing Generating Capacity Resource is associated with a New Generating Capacity Resource that was accepted for participation in a previous Forward Capacity Auction qualification process and that cleared in a previous Forward Capacity Auction, then in each subsequent Forward Capacity Auction until the New Generating Capacity Resource achieves Commercial Operation the summer Qualified Capacity of that Existing Generating Capacity Resource shall be the sum of [the median of that Existing Generating Capacity Resource's positive summer Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day of October of each year, calculated in a manner consistent with Section III.13.1.2.2.1.1] plus [the amount of the New Generating Capacity Resource's capacity clearing in previous Forward Capacity Auctions]. After the New Generating Capacity Resource achieves Commercial Operation, the Existing Generating Capacity Resource's summer Qualified Capacity shall be calculated as described in Section III.13.1.2.2.1.1, except that no data from the time period prior to the New Generating Capacity Resource's Commercial Operation date shall be used to determine the summer Qualified Capacity associated with the Existing Generating Capacity Resource.

(b) Where an Existing Generating Capacity Resource is associated with a New Generating Capacity Resource that was accepted for participation in a previous Forward Capacity Auction qualification process and that cleared in a previous Forward Capacity Auction, then in each subsequent Forward Capacity Auction until the New Generating Capacity Resource achieves Commercial Operation the winter Qualified Capacity of that Existing Generating Capacity Resource shall be the sum of [the median of that Existing Generating Capacity Resource's positive winter Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day of June of each year, calculated in a manner consistent with Section III.13.1.2.2.1.2] plus [the amount of the New Generating Capacity Resource's capacity clearing in previous Forward Capacity Auctions]. After the New Generating Capacity Resource achieves Commercial Operation, the Existing Generating Capacity Resource's winter Qualified Capacity

shall be calculated as described in Section III.13.1.2.2.1.2, except that no data from the time period prior to the New Generating Capacity Resource's Commercial Operation date shall be used to determine the winter Qualified Capacity associated with the Existing Generating Capacity Resource.

III.13.1.2.2.4. Adjustment for Significant Decreases in Capacity Prior to the Existing Capacity Qualification Deadline.

Where the most recent summer Seasonal Claimed Capability, as of the fifth Business Day in October, of an Existing Generating Capacity Resource that is not a Settlement Only Resource, Intermittent Power Resource, or Intermittent Settlement Only Resource is below its summer Qualified Capacity, as determined pursuant to Section III.13.1.2.2.1.1, by more than the lesser of 20 percent of that summer Qualified Capacity or 40 MW, then the Lead Market Participant must elect one of the two treatments described in this Section III.13.1.2.2.4 by the Existing Capacity Qualification Deadline. If the Lead Market Participant makes no election, or elects treatment pursuant to Section III.13.1.2.2.4(c) and fails to meet the associated requirements, then the treatment described in Section III.13.1.2.2.4(a) shall apply.

(a) A Lead Market Participant may elect, for the purposes of the Forward Capacity Auction only, to have the Existing Generating Capacity Resource's summer Qualified Capacity set to the most recent summer Seasonal Claimed Capability as of the fifth Business Day in October, provided that the Lead Market Participant has furnished evidence regarding the cause of the de-rating.

(b) [Reserved.]

(c) A Lead Market Participant may elect: (i) to submit a critical path schedule as described in Section III.13.1.1.2.2.2, modified as appropriate, describing the measures that will be taken and showing that the Existing Generating Capacity Resource will be able to provide an amount of capacity consistent with the summer Qualified Capacity as calculated pursuant to Section by the start of the relevant Capacity Commitment Period; and (ii) to have the Existing Generating Capacity Resource's summer Qualified Capacity remain as calculated pursuant to Section for the Forward Capacity Auction. For an Existing Generating Capacity Resource subject to this election, the critical path schedule monitoring provisions of Section III.13.3 shall apply.

III.13.1.2.2.5. Adjustment for Certain Significant Increases in Capacity.

Where an Existing Generating Capacity Resource that is not a Settlement Only Resource, meets the requirements of Section III.13.1.1.1.3(a) but not the requirements of Section III.13.1.1.1.3(b), the Lead

Market Participant may elect to have the Existing Generating Capacity Resource's summer Qualified Capacity be the sum of [the median of that Existing Generating Capacity Resource's positive summer Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day in October of each year, calculated in a manner consistent with Section III.13.1.2.2.1.1] plus [the amount of incremental capacity as described in Section III.13.1.1.1.3(a)]; provided, however, that the Lead Market Participant must abide by all other provisions of this Section III.13 applicable to a resource that is a New Generating Capacity Resource pursuant to Section III.13.1.1.1.3. Such an election must be made in writing and must be received by the ISO no later than 10 Business Days before the Existing Capacity Qualification Deadline.

III.13.1.2.2.5.1. **[Reserved.]**

III.13.1.2.2.5.2. **Requirements for an Existing Generating Capacity Resource, Existing Demand Resource or Existing Import Capacity Resource Having a Higher Summer Qualified Capacity than Winter Qualified Capacity.**

Where an Existing Generating Capacity Resource, Existing Demand Resource, or Existing Import Capacity Resource (other than an Intermittent Power Resource or an Intermittent Settlement Only Resource) has a summer Qualified Capacity that exceeds its winter Qualified Capacity, both as calculated pursuant to this Section III.13.1.2.2, then that resource must either: (i) offer its summer Qualified Capacity as part of an offer composed of separate resources, as discussed in Section III.13.1.5; or (ii) have its FCA Qualified Capacity administratively set by the ISO to the lesser of its summer Qualified Capacity and winter Qualified Capacity.

III.13.1.2.3. **Qualification Process for Existing Generating Capacity Resources.**

For each Existing Generating Capacity Resource, no later than 15 Business Days before the Existing Capacity Qualification Deadline, the ISO will notify the resource's Lead Market Participant of the resource's summer Qualified Capacity and winter Qualified Capacity and the Load Zone in which the Existing Generating Capacity Resource is located. If the Lead Market Participant believes that an ISO-determined summer Qualified Capacity or winter Qualified Capacity for an Existing Generating Capacity Resource does not accurately reflect the determination described in Section III.13.1.2.2, then the Lead Market Participant must notify the ISO within 5 Business Days of receipt of the Qualified Capacity notification. The ISO shall notify the Lead Market Participant of the outcome of any such challenge no later than 5 Business Days before the Existing Capacity Qualification Deadline. If an Existing Generating Capacity Resource does not submit a Static De-List Bid, an Export Bid, an Administrative Export De-List

Bid, or a Permanent De-List Bid in the Forward Capacity Auction qualification process, then the resource shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c).

III.13.1.2.3.1. Existing Capacity Qualification Package.

A resource that previously has been deactivated pursuant Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions) and seeks to reactivate and participate in the Forward Capacity Market as an Existing Generating Capacity Resource must submit a reactivation plan no later than 10 Business Days before the Existing Capacity Qualification Deadline, as described in Section III.13.1.1.1.6(b). All Static De-List Bids, Export Bids, Administrative Export De-List Bids, and Permanent De-List Bids in the Forward Capacity Auction must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, as described in this Section III.13.1.2.3.1. All Static De-List Bids, Permanent De-List Bids, Export Bids, and Administrative Export De-List Bids submitted in the qualification process may not be modified or withdrawn after the Existing Capacity Qualification Deadline, and if accepted by the ISO shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b). An Existing Generating Capacity Resource may not submit a Static De-List Bid, Export Bid, Administrative Export De-List Bid, or Permanent De-List Bid for an amount of capacity greater than its summer Qualified Capacity. Where a resource elected pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5 to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, the capacity associated with any resulting Capacity Supply Obligation may not be subject to any type of de-list or export bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply. For a single resource, a Lead Market Participant may combine a Static De-List Bid, an Export Bid, and an Administrative Export De-List Bid; a Permanent De-List Bid may not be combined with any other type of de-list or export bid.

Static De-List Bids, Export Bids and Permanent De-List Bids may elect to be rationed (as described in Section III.13.2.6, however, an Export Bid is always subject to potential rationing where the associated external interface binds). Where a Lead Market Participant submits any combination of Static De-List Bid and Export Bid for a single resource, each of those bids must have the same rationing election. Where a Lead Market Participant submits any combination of Static De-List Bid, Export Bid, and Administrative Export De-List Bid for a single resource, none of the prices in a set of price-quantity pairs associated with

a bid may be the same as any price in any other set of price-quantity pairs associated with another bid for the same resource.

III.13.1.2.3.1.A Dynamic De-List Bid Threshold.

The Dynamic De-List Bid Threshold beginning with the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning on June 1, 2018) shall be \$3.94/kW-month. The Dynamic De-List Bid Threshold shall be recalculated no less often than once every three years. When the Dynamic De-List Bid Threshold is recalculated, the Internal Market Monitor will review the results of the recalculation with stakeholders and the new Dynamic De-List Bid Threshold shall be filed with the Commission under Section 205 of the Federal Power Act prior to the Existing Capacity Qualification Deadline for the associated Forward Capacity Auction.

III.13.1.2.3.1.1. Static De-List Bids.

An Existing Generating Capacity Resource, or a portion thereof, seeking to specify a price below which it would not accept a Capacity Supply Obligation at prices at or above the Dynamic De-List Bid Threshold during a single Capacity Commitment Period may submit a Static De-List Bid in the associated Forward Capacity Auction. A Static De-List Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits de-list and export bids totaling the resource's full summer Qualified Capacity. Each Static De-List Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, and must be in the form of a curve (up to five price-quantity pairs) associated with a specific Existing Generating Capacity Resource. The curve may in no case increase the quantity offered as the price decreases. All Static De-List Bids are subject to a reliability review as described in Section III.13.2.5.2.5. Static De-List Bids are subject to review by the Internal Market Monitor pursuant to Section III.13.1.2.3.2 and must include the additional documentation described in that section. With the submission of a Static De-List Bid, the Existing Generating Capacity Resource must notify the ISO if the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period (except for necessary audits or tests). Static De-List Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b).

III.13.1.2.3.1.2. Permanent De-List Bids.

An Existing Generating Capacity Resource seeking to specify a price below which it would not accept a Capacity Supply Obligation permanently beginning at the start of a particular Capacity Commitment Period may submit a Permanent De-List Bid in the associated Forward Capacity Auction. A Permanent

De-List Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits a Permanent De-List Bid for the resource's full summer Qualified Capacity. Each Permanent De-List Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, and must be in the form of a curve (up to five price-quantity pairs) associated with a specific Existing Generating Capacity Resource. The curve may in no case increase the quantity offered as the price decreases. All Permanent De-List Bids are subject to a reliability review as described in Section III.13.2.5.2.5. Permanent De-List Bids above the Dynamic De-List Bid Threshold are subject to review by the Internal Market Monitor pursuant to Section III.13.1.2.3.2 and must include the additional documentation described in that section. With the submission of a Permanent De-List Bid, the Existing Generating Capacity Resource must notify the ISO if the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period and thereafter. Permanent De-List Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b). A resource whose Permanent De-List Bid clears in the Forward Capacity Auction is precluded from subsequent participation in the Forward Capacity Market unless it qualifies as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2.

III.13.1.2.3.1.3. Export Bids.

An Existing Generating Capacity Resource within the New England Control Area other than an Intermittent Power Resource, an Intermittent Settlement Only Resource or a Renewable Technology Resource seeking to export all or part of its capacity during a Capacity Commitment Period may submit an Export Bid in the associated Forward Capacity Auction. An Export Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits de-list and export bids totaling the resource's full summer Qualified Capacity. All Export Bids are subject to a reliability review as described in Section III.13.2.5.2.5. Export Bids above the Dynamic De-List Bid Threshold are subject to review by the Internal Market Monitor pursuant to Section III.13.1.2.3.2 and must include the additional information described in that Section. Each Export Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, and must be in the form of a curve (up to five price-quantity pairs) associated with a specific Existing Generating Capacity Resource. The curve may in no case increase the quantity offered as the price decreases. Each price-quantity pair must be less than the Forward Capacity Auction Starting Price. The Existing Capacity Qualification Package for each Export Bid must also specify the interface over which the capacity will be exported. Export Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b).

III.13.1.2.3.1.4. Administrative Export De-List Bids.

An Existing Generating Capacity Resource other than an Intermittent Power Resource, an Intermittent Settlement Only Resource or a Renewable Technology Resource subject to a multiyear contract to sell capacity outside of the New England Control Area during the Capacity Commitment Period that either: (i) cleared as an Export Bid in a previous Forward Capacity Auction for a Capacity Commitment Period within the duration of the contract; or (ii) entered into a contract prior to April 30, 2007 to sell capacity outside of the New England Control Area during the Capacity Commitment Period, may submit an Administrative Export De-List Bid in the associated Forward Capacity Auction. An Administrative Export De-List Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits de-list and export bids totaling the resource's full summer Qualified Capacity. Unless reviewed as an Export Bid in a previous Forward Capacity Auction, an Administrative Export De-List Bid is subject to a reliability review prior to clearing in a Forward Capacity Auction, as described in Section III.13.2.5.2.5, and is subject to review by the Internal Market Monitor in the first Forward Capacity Auction in which it participates, pursuant to Section III.13.1.7. Both the reliability review and the review by the Internal Market Monitor shall be conducted once and shall remain valid for the multiyear contract period. Each Administrative Export De-List Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, must be associated with a specific Existing Generating Capacity Resource, and must indicate the quantity of capacity subject to the bid. The Existing Capacity Qualification Package for each Administrative Export De-List Bid must also specify the interface over which the capacity will be exported, and must include documentation demonstrating a contractual obligation to sell capacity outside of the New England Control Area during the whole Capacity Commitment Period. Administrative Export De-List Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b).

III.13.1.2.3.1.5. Non-Price Retirement Request

III.13.1.2.3.1.5.1. Description of Non-Price Retirement Request.

A Non-Price Retirement Request is a binding request to retire all or part of a Generating Capacity Resource. Non-Price Retirement Requests will be approved subject to review for reliability impacts under Section III.13.2.5.2.5. Even if not approved, a resource that has submitted a Non-Price Retirement Request may retire in whole or in part, as applicable, pursuant to Section III.13.2.5.2.5.3(a)(iii). Once

submitted, a Non-Price Retirement Request may not be withdrawn. A Non-Price Retirement Request supersedes any prior de-list bid for the same Capacity Commitment Period.

III.13.1.2.3.1.5.2. Timing Requirements.

The request must be submitted to the ISO between the Existing Capacity Qualification Deadline and 120 days prior to the date of the relevant Forward Capacity Auction. In the case of a resource that has a Permanent De-List Bid rejected by the Internal Market Monitor, a Non-Price Retirement Request may be submitted within 14 days after the resource receives notice of the rejection or 120 days prior to the date of the relevant Forward Capacity Auction, whichever is later.

III.13.1.2.3.1.5.3. Reliability Review of Non-Price Retirement Requests.

The ISO will review a Non-Price Retirement Request pursuant to Section III.13.2.5.2.5 to determine if the resource is needed for reliability. If the Non-Price Retirement Request is rejected for reliability reasons and the resource elects not to proceed with retirement as provided in Section III.13.2.5.2.5.3(a)(iii), and the resource remains in operation to meet the reliability need, the resource will be compensated pursuant to Section III.13.2.5.2.5.1(c). Upon resolution of the reliability issue, the Non-Price Retirement Request will be approved and the resource, or portion thereof, as applicable, will retire pursuant to Section III.13.1.2.3.1.5.4.

III.13.1.2.3.1.5.4. Obligation to Retire.

A Generating Capacity Resource, or portion thereof, with an approved Non-Price Retirement Request will be retired as described in Section III.13.2.5.2.5.3(a) unless, in the case of a Generating Capacity Resource that had its Non-Price Retirement Request rejected for reliability reasons, the Commission directs that the obligation to retire be removed or the retirement date extended as part of an Incremental Cost of Reliability Service filing made pursuant to Section III.13.2.5.2.5.2.

III.13.1.2.3.1.6. Static De-List Bids and Permanent De-List Bids for Existing Generating Capacity Resources at Stations having Common Costs.

Where Existing Generating Capacity Resources at a Station having Common Costs elect to submit Static De-List Bids or Permanent De-List Bids, the provisions of this Section III.13.1.2.3.1.6 shall apply.

III.13.1.2.3.1.6.1. Submission of Cost Data.

In addition to the information required elsewhere in this Section III.13.1.2.3, Static De-List Bids or Permanent De-List Bids submitted by an Existing Generating Capacity Resource that is associated with a

Station having Common Costs and seeking to delist must include detailed cost data to allow the ISO to determine the Asset-Specific Going Forward Costs for each asset associated with the Station and the Station Going Forward Common Costs.

III.13.1.2.3.1.6.2. [Reserved.]

III.13.1.2.3.1.6.3. Internal Market Monitor Review.

The Internal Market Monitor will review each Static De-List Bid and Permanent De-List Bid from an Existing Generating Capacity Resource that is associated with a Station having Common Costs pursuant to the following methodology:

- (i) Calculate the average Asset-Specific Going Forward Costs of each asset at the Station.
- (ii) Order the assets from highest average Asset-Specific Going Forward Costs to lowest average Asset-Specific Going Forward Costs; this is the preferred de-list order.
- (iii) Calculate and assign to each asset a station cost that is equal to the average cost of the assets remaining at the Station, including Station Going Forward Common Costs, assuming the successive de-listing of each individual asset in preferred de-list order.
- (iv) Calculate a set of composite costs that is equal to the maximum of the cost associated with each asset as calculated in (i) and (iii) above.

The Internal Market Monitor will adjust the set of composite costs to ensure a monotonically non-increasing set of bids as follows: any asset with a composite cost that is greater than the composite cost of the asset with the lowest composite cost and that has average Asset-Specific Going Forward Costs that are less than its composite costs will have its composite cost set equal to that of the asset with the lowest composite cost. The bids of the asset with the lowest composite cost and of any assets whose composite costs are so adjusted will be considered a single non-rationable bid for use in the Forward Capacity Auction.

The Internal Market Monitor will compare a de-list bid developed using the adjusted composite costs to the de-list bid submitted by the Existing Generating Capacity Resource that is associated with a Station having Common Costs. If the Internal Market Monitor determines that the submitted de-list bid is less

than or equal to the bid developed using the adjusted composite costs, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b). If the Internal Market Monitor determines that the submitted de-list bid is greater than the bid developed using the adjusted composite costs or is not consistent with the submitted supporting cost data, then the Internal Market Monitor will reject the bid as described in Section III.13.1.2.3.2.1.1.

III.13.1.2.3.2. Review by Internal Market Monitor of Bids from Existing Generating Capacity Resources.

For purposes of this Section III.13.1.2.3.2, a Static De-List Bid, Permanent De-List Bid, or Export Bid shall be associated with a pivotal supplier if, using the best available estimates of FCA Qualified Capacity available at that time: (1) at the Forward Capacity Auction Starting Price, the total amount of FCA Qualified Capacity of all Existing Capacity Resources in the New England Control Area minus the Installed Capacity Requirement (net of HQICCs) is less than or equal to the greater of:

- (a) the amount of FCA Qualified Capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource submitting the bid multiplied by 1.1; and
- (b) the amount of FCA Qualified Capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource submitting the bid plus 200 MW;

or (2) where the bid is associated with a resource in an import-constrained Capacity Zone, if at the Forward Capacity Auction Starting Price, the total amount of FCA Qualified Capacity of all Existing Capacity Resources in the import-constrained Capacity Zone minus the Local Sourcing Requirement for the import-constrained Capacity Zone is less than or equal to the greater of:

- (a) the amount of FCA Qualified Capacity from all Existing Capacity Resources in the import-constrained Capacity Zone controlled by the Lead Market Participant for the resource submitting the bid multiplied by 1.1; and
- (b) the amount of FCA Qualified Capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource submitting the bid plus 100 MW.

In making this determination, the total amount of FCA Qualified Capacity of all Existing Capacity Resources will be reduced by an amount equal to the total of all pending Non-Price Retirement Requests and Permanent De-List Bids other than those submitted by the Lead Market Participant for the resource being evaluated, and the amount of capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource will include any capacity subject to a pending Non-Price Retirement Request or Permanent De-List Bid. The determination whether a Lead Market Participant is pivotal will be included in the qualification determination notification described in Section III.13.1.2.4. If the applicable Installed Capacity Requirement (net of HQICCs) and Local Sourcing Requirement are not

finalized at the time that the Internal Market Monitor must make this determination, then the Internal Market Monitor shall use the best available estimates of those values available at that time, and shall publish those estimated values to the ISO website no later than the date that the qualification determination notifications are issued.

III.13.1.2.3.2.1. Static De-List Bids, Export Bids Above the Dynamic De-List Bid Threshold, and Permanent De-List Bids Above the Dynamic De-List Bid Threshold.

The Internal Market Monitor shall review each Static De-List Bid, each Export Bid above the Dynamic De-List Bid Threshold, and each Permanent De-List Bid above the Dynamic De-List Bid Threshold to determine whether the bid is consistent with: (1) the Existing Generating Capacity Resource's net going forward costs (as determined pursuant to Section III.13.1.2.3.2.1.2); (2) reasonable expectations about the resource's Capacity Performance Payments (as determined pursuant to Section III.13.1.2.3.2.1.3); (3) reasonable risk premium assumptions (as determined pursuant to Section III.13.1.2.3.2.1.4); and (4) the resource's reasonable opportunity costs (as determined pursuant to Section III.13.1.2.3.2.1.5). Sufficient documentation and information about each of these bid components must be included in the Existing Capacity Qualification Package to allow the Internal Market Monitor to make such determinations. The entire de-list submittal shall be accompanied by an affidavit executed by a corporate officer attesting to the accuracy of the reported costs, the reasonableness of the estimates and adjustments of costs that would otherwise be avoided if the resource were not required to meet the obligations of a listed resource, and the reasonableness of the expectations and assumptions regarding Capacity Performance Payments and risk premiums, and shall be subject to audit upon request by the ISO.

III.13.1.2.3.2.1.1. Internal Market Monitor Review of De-List Bids.

The Internal Market Monitor may seek additional information from the Lead Market Participant (including information about the other existing or potential new resources controlled by the Lead Market Participant) after the qualification deadline to address any questions or concerns regarding the data submitted, as appropriate. The Internal Market Monitor shall review all relevant information (including data, studies, and assumptions) to determine whether the bid is consistent with the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs. In making this determination, the Internal Market Monitor shall consider, among other things, industry standards, market conditions (including published indices and projections), resource-specific characteristics and conditions, portfolio size, and consistency of assumptions across that portfolio.

III.13.1.2.3.2.1.1.1. Review of Permanent De-List Bids and Export Bids.

(a) In the case of a Permanent De-List Bid or an Export Bid from a resource associated with a Lead Market Participant that is found to be not pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b).

(b) In the case of a Permanent De-List Bid or an Export Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines that the bid is consistent with the Existing Generating Capacity Resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b).

(c) In the case of a Permanent De-List Bid or an Export Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines, after due consideration and consultation with the Lead Market Participant, as appropriate, that the bid is not consistent with the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, reasonable expectations about the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid will be rejected. Where a de-list bid is rejected pursuant to this Section III.13.1.2.3.2.1.1.1(c), both the qualification determination notification described in Section III.13.1.2.4 and the informational filing made to the Commission as described in Section III.13.8.1(a) shall include an explanation of the reasons that the de-list bid was rejected based on the Internal Market Monitor review and the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor. The Lead Market Participant for such a resource may elect to have the ISO-determined bid entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b) by so indicating in a filing with the Commission in response to the informational filing described in Section III.13.8.1(a). Such a filing, and notification to the ISO of any such election, shall be made in accordance with the terms of Section III.13.8.1(b) and shall not limit the other rights provided under that section. A Lead Market Participant making such an election shall be prohibited from

challenging pursuant to Section III.13.8.1(b) the Internal Market Monitor's determinations regarding the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs. If no such election is made, the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c) or as otherwise directed by the Commission. In no case shall rejection of a de-list bid by the Internal Market Monitor restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.

III.13.1.2.3.2.1.1.2. Review of Static De-List Bids.

- (a) In the case of a Static De-List Bid from a resource associated with a Lead Market Participant that is found to be not pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b); provided however, that no later than 7 days after the issuance by the ISO of the qualification determination notification described in Section III.13.1.2.4, the Lead Market Participant may elect to: (i) withdraw the Static De-List Bid entirely, in which case the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c); or (ii) submit revised prices for the Static De-List Bid for the resource at prices equal to or less than the highest price indicated in the initial Static De-List Bid as approved by the Internal Market Monitor and greater than the Dynamic De-List Bid Threshold. Where revised prices are submitted, the Static De-List Bid must nonetheless comply with the requirements of Section III.13.1.2.3.1.1. In no case shall withdrawal of a Static De-List Bid pursuant to this subsection restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.
- (b) In the case of a Static De-List Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines that the bid is consistent with the Existing Generating Capacity Resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b); provided however, that no later than 7 days after the issuance by the ISO of the qualification determination notification described in Section III.13.1.2.4, the Lead Market Participant may elect to: (i) withdraw the Static De-List Bid entirely, in which case the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in

Section III.13.2.3.2(c); or (ii) submit revised prices for the Static De-List Bid for the resource at prices equal to or less than the highest price indicated in the initial Static De-List Bid as approved by the Internal Market Monitor and greater than the Dynamic De-List Bid Threshold. Where revised prices are submitted, the Static De-List Bid must nonetheless comply with the requirements of Section III.13.1.2.3.1.1. In no case shall withdrawal of a Static De-List Bid pursuant to this subsection restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.

- (c) In the case of a Static De-List Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines, after due consideration and consultation with the Lead Market Participant, as appropriate, that the bid is not consistent with the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid will be rejected. Where a de-list bid is rejected pursuant to this Section III.13.1.2.3.2.1.1.2(b), both the qualification determination notification described in Section III.13.1.2.4 and the informational filing made to the Commission as described in Section III.13.8.1(a) shall include an explanation of the reasons that the de-list bid was rejected based on the Internal Market Monitor review and the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor. In such a case, no later than 7 days after the issuance by the ISO of the qualification determination notification described in Section III.13.1.2.4, the Lead Market Participant may elect to submit revised prices for the Static De-List Bid for the resource at prices equal to or less than the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor and greater than the Dynamic De-List Bid Threshold. Where revised prices are submitted, the Static De-List Bid must nonetheless comply with the requirements of Section III.13.1.2.3.1.1. A Lead Market Participant making such an election shall be prohibited from challenging pursuant to Section III.13.8.1(b) the Internal Market Monitor's determinations regarding the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs. If no such election is made, the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c) or as otherwise directed by the Commission. If no such election is made, and the Existing Generating Capacity

Resource is entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c), then nothing in this subsection shall restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.

III.13.1.2.3.2.1.2. Net Going Forward Costs.

The Lead Market Participant for an Existing Generating Capacity Resource that submits a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold that is to be reviewed by the Internal Market Monitor shall report net going forward costs using ISO spreadsheets and forms provided, and may supplement this information with other evidence as deemed necessary. A Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold shall be considered consistent with the Existing Generating Capacity Resource's net going forward costs based on a review of the data submitted in the following formula. To the extent possible, all costs and operational data used in this calculation shall be the cumulative actual data for the Existing Generating Capacity Resource from the most recent full Capacity Commitment Period available.

$$\frac{[GFC - (IMR - PER)] \times InfIndex}{(CQ_{Summer, kw}) \times (12, months)}$$

Where:

GFC = annual going forward costs, in dollars. These are costs that might otherwise be avoided or not incurred if the resource were not subject to the obligations of a listed capacity resource during the Capacity Commitment Period (i.e., maintaining a constant condition of being ready to respond to commitment and dispatch orders). Costs that are not avoidable in a single Capacity Commitment Period and costs associated with the production of energy are not to be included. Service of debt is not a going forward cost. Staffing, maintenance, capital expenses, and other normal expenses that would be avoided

only in the absence of a Capacity Supply Obligation may be included. Staffing, maintenance, capital expenses, and other normal expenses that would be avoided only if the resource were not participating in the energy and ancillary services markets may not be included, except in the case of a resource that has indicated in the submission of a Static De-List Bid or Permanent De-List Bid that the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period (and thereafter, in the case of a Permanent De-List Bid). These costs shall be reported to the ISO using the spreadsheet provided on the ISO website by any Existing Generating Capacity Resource submitting a Static De-List, Permanent De-List Bid, or Export Bid, shall be accompanied by a signed affidavit, and shall be subject to audit upon request by the ISO. To the extent that the Capacity Commitment Period data used to calculate these data do not reflect known and measurable costs that would or are likely to be incurred in the relevant Capacity Commitment Period, the Internal Market Monitor shall also consider adjustments submitted, provided the costs are based on known and measurable conditions and supported by appropriate documentation to reflect those costs.

$CQ_{\text{Summer}}\text{kW}$ = capacity seeking to de-list in kW. In no case shall this value exceed the resource's summer Qualified Capacity.

IMR = annual infra-marginal rents, in dollars. In the case of a resource that has indicated in the submission of a Static De-List Bid or Permanent De-List Bid that the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period (and thereafter, in the case of a Permanent De-List Bid), this value shall be calculated by subtracting all submitted cost data representing the cumulative actual cost of production (total expenses related to the production of energy, e.g. fuel, actual consumables such as chemicals and water, and, if quantified, incremental labor and maintenance) from the Existing Generating Capacity Resource's total ISO market revenues. In the case of a resource that has not indicated in the submission of a Static De-List Bid or Permanent De-List Bid that the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period, this value shall be \$0.00. As soon as practicable, the resource's total ISO market revenues used in this calculation shall be calculated by the ISO and available to the Lead Market Participant upon request.

PER = resource-specific annual peak energy rents, in dollars. As soon as practicable, this value shall be calculated by the ISO and available to the Lead Market Participant upon request.

At the option of the Lead Market Participant, the cumulative production costs for each of the most recent three Capacity Commitment Periods may be submitted and the annual infra-marginal rents calculated for each year. The Lead Market Participant may then specify two of the three years to be averaged and subsequently used as the IMR value. Upon exercising such option, the PER value used shall be an average of the PER values for the two years selected

InfIndex = inflation index. $\text{infIndex} = (1 + i)^4$

Where: “*i*” is the most recent reported 4- Year expected inflation number published by the Federal Reserve Bank of Cleveland at the beginning of the qualification period. The specific value to be used shall be specified by the ISO and available to the Lead Market Participant.

III.13.1.2.3.2.1.3. Expected Capacity Performance Payments.

The Lead Market Participant for an Existing Generating Capacity Resource that submits a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold that is to be reviewed by the Internal Market Monitor shall also provide documentation separately detailing the expected Capacity Performance Payments for the resource. This documentation must include expectations regarding the applicable Capacity Balancing Ratio, the number of hours of reserve deficiency, and the resource’s performance during reserve deficiencies.

III.13.1.2.3.2.1.4. Risk Premium.

The Lead Market Participant for an Existing Generating Capacity Resource that submits a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold that is to be reviewed by the Internal Market Monitor shall also provide documentation separately detailing any risk premium included in the bid. This documentation should address all components of physical and financial risk reflected in the bid, including, for example, catastrophic events, a higher than expected amount of reserve deficiencies, and performing scheduled maintenance during reserve deficiencies. Any risk that can be quantified and analytically supported and that is not already reflected in the formula for net going forward costs described in Section III.13.1.2.3.2.1.2 may be included in this risk premium component. In support of the resource’s risk premium, the Lead Market Participant may also submit an affidavit from a corporate officer attesting that the risk premium submitted is the minimum necessary to ensure that the overall level of risk associated with the resource’s participation in the Forward Capacity Market is consistent with the participant’s corporate risk management practices.

III.13.1.2.3.2.1.5. Opportunity Costs.

To the extent that an Existing Generating Capacity Resource submitting a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold has additional opportunity costs that are not reflected in the net going forward costs, expected Capacity Performance Payments, or risk premium components of the bid, the Lead Market Participant must include in the Existing Capacity Qualification Package evidence supporting such costs. Opportunity costs associated with major repairs necessary to restore decreases in capacity as described in Section III.13.1.2.2.4, capital projects required to operate the plant as a capacity resource or other uses of the resource shall be considered, provided such costs are substantiated by evidence of a repair plan, documented business plan and fundamental market analysis, or other independent and transparent trading index or indices as applicable. Substantiation of opportunity costs relying on sales in reconfiguration auctions or risk aversion premiums shall not be considered sufficient justification.

III.13.1.2.3.2.2. [Reserved.]

III.13.1.2.3.2.3. Administrative Export De-List Bids.

The Internal Market Monitor shall review each Administrative Export De-List Bid associated with a multi-year contract entered into prior to April 30, 2007 in the first Forward Capacity Auction in which it clears. An Administrative Export De-List Bid shall be rejected if the Internal Market Monitor determines that the bid may be an attempt to manipulate the Forward Capacity Auction, and the matter will be referred to the Commission in accordance with the protocols set forth in Appendix A to the Commission's Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)).

III.13.1.2.3.2.4. Static De-List Bids for Reductions in Ratings Due to Ambient Air Conditions.

A Lead Market Participant may submit a Static De-List Bid for up to the megawatt amount that the Lead Market Participant expects will not be physically available due to the difference between the summer Qualified Capacity at 90 degrees and the expected rating of the resource at 100 degrees. The ISO shall verify during the qualification process that the rating is accurate. Such Static De-List Bids may be entered into the Forward Capacity Market at prices up to and including the Forward Capacity Auction Starting Price, subject to validation of the physical limit. Static De-List Bids for reductions in ratings due to ambient air conditions shall not be subject to the review described in Section III.13.1.2.3.2 and need not include documentation for that purpose.

III.13.1.2.3.2.5. Incremental Capital Expenditure Recovery Schedule.

Except as described below, the Internal Market Monitor shall review all de-list bids using the following cost recovery schedule for incremental capital expenditures, which assumes an annual pre-tax weighted average cost of capital of 10 percent.

Age of Existing Resource (years)	Remaining Life (years)	Annual Rate of Capital Cost Recovery
1 to 5	30	0.106
6 to 10	25	0.110
11 to 15	20	0.117
16 to 20	15	0.131
21 to 25	10	0.163
25 plus	5	0.264

A Market Participant may request that a different pre-tax weighted average cost of capital be used to determine the resource’s annual rate of capital cost recovery by submitting the request, along with supporting documentation, in the Existing Capacity Qualification Package. The Internal Market Monitor shall review the request and supporting documentation and may, at its sole discretion, replace the annual rate of capital cost recovery from the table above with a resource-specific value based on an adjusted pre-tax weighted average cost of capital. If the Internal Market Monitor uses an adjusted pre-tax weighted average cost of capital for the resource, then the resource’s annual rate of capital cost recovery will be determined according to the following formula:

$$\frac{\text{Cost Of Capital}}{(1 - (\text{Cost Of Capital})^{\text{RemainingLife}})}$$

Where:

Cost Of Capital = the adjusted pre-tax weighted average cost of capital.

Remaining Life = the remaining life of the existing resource, based on the age of the resource, as indicated in the table above.

III.13.1.2.4. Qualification Determination Notification for Existing Capacity.

No later than 127 days before the Forward Capacity Auction, the ISO shall send notification to the Lead Market Participant that submitted each Static De-List Bid, Permanent De-List Bid, Export Bid, and Administrative Export De-List Bid including a determination whether the Lead Market Participant is pivotal as described in Section III.13.1.2.3.2 and indicating whether the bid has been accepted for participation in the Forward Capacity Auction. Where a Static De-List Bid, Permanent De-List Bid, Export Bid, or Administrative Export De-List Bid is not accepted for participation in the Forward Capacity Auction as a result of the Internal Market Monitor's review pursuant to Section III.13.1.2.3.2, the notification shall include an explanation of the reasons the Existing Capacity Qualification Package was not accepted and shall include the resource's net going forward costs and opportunity costs as determined by the Internal Market Monitor. The qualification determination shall not include the results of the reliability review subject to Section III.13.2.5.2.5.

III.13.1.2.5. Optional Existing Capacity Qualification Package for New Generating Capacity Resources Previously Counted as Capacity.

A resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2 (resources previously counted as capacity resources) may elect to submit an Existing Capacity Qualification Package in addition to the New Capacity Show of Interest Form and New Capacity Qualification Package that it is required to submit pursuant to Section III.13.1.1.2. The bids contained in an Existing Capacity Qualification Package submitted pursuant to this Section III.13.1.2.5 must clearly indicate which New Generating Capacity Resource the Existing Capacity Qualification Package is associated with, and if accepted in accordance with Section III.13.1.2.3, would only be entered into the Forward Capacity Auction where: (i) the new resource is not accepted for participation in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.2; or (ii) no offer from that New Generating Capacity Resource clears in the Forward Capacity Auction, as described in Section III.13.2.3.2(e). An Existing Capacity Qualification Package submitted pursuant to this Section III.13.1.2.5 must conform in all other respects to the requirements of this Section III.13.1.2.

III.13.1.3. Import Capacity.

The qualification requirements for import capacity shall depend on whether the import capacity is an Existing Import Capacity Resource or a New Import Capacity Resource. ~~Both Existing Import Capacity Resources and New Import Capacity Resources clearing in the Forward Capacity Auction shall have a Capacity Supply Obligation and shall receive payments only for the one-year Capacity Commitment~~

~~Period associated with that Forward Capacity Auction.~~ Both Existing Import Capacity Resources and New Import Capacity Resources clearing in the Forward Capacity Auction must be backed by one or more External Resources or by an external Control Area throughout the relevant Capacity Commitment Period. An external Demand Resource may not be an Existing Import Capacity Resource or a New Import Capacity Resource. External nodes shall be established and mapped to Capacity Zones pursuant to the provisions in Attachment K to Section II of the Transmission, Markets and Services Tariff. as shown in the following table:

External Node Common Name	Capacity Zone
NB-NE External Node	Maine
HQ Phase I/II External Node	Rest-of-Pool
Highgate External Node	Rest-of-Pool
NY-NE-AC External Node	Rest-of-Pool
Cross-Sound-Cable External Node	CT

An Elective Transmission Upgrade with an Interconnection Request for Capacity Network Import Interconnection Service under Schedule 25 of Section II of the Transmission, Markets and Services Tariff shall be included in the FCM (1) after it has established a contractual association with an Import Capacity Resource and that Import Capacity Resource has met the Forward Capacity Market qualification requirements or (2) after it has met the requirements of an Elective Transmission Upgrade with Long Lead Time Facility treatment pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff. An external node for such an Elective Transmission Upgrade will be modeled for participation in the Forward Capacity Market after the Import Capacity Resource meets the requirements to participate in the FCA. The Qualified Capacity of an Import Capacity Resource associated with an Elective Transmission Upgrade shall not exceed the Capacity Network Import Interconnection Service Interconnection Request. In order for an Elective Transmission Upgrade to maintain its Capacity Network Import Interconnection Service, an associated Import Capacity Resource must meet the Forward Capacity Market qualification requirements and offer into each Forward Capacity Auction. Otherwise, the Capacity Network Import Interconnection Service will revert to Network Import Interconnection Service for the portion of the Capacity Network Import Interconnection Service for which no Import Capacity Resource is offered into the Forward Capacity Auction and the Elective Transmission Upgrade's Interconnection

Agreement will be revised. The provisions in Sections III.13.1.3.5.4, permitting a Capacity Commitment Period Election, and in Section III.13.1.3.5.8, permitting a rationing election, shall apply to a New Import Capacity Resource associated with an Elective Transmission Upgrade seeking to reestablish Capacity Network Import Interconnection Service if the threshold to be treated as a new resource in Section III.13.1.1.1.4 is met. If the threshold to be treated as a new increment in Section III.13.1.1.1.3 is met, only the increment will be eligible for the provisions in Sections III.13.1.3.5.4, permitting a Capacity Commitment Period Election, and in Section III.13.1.3.5.8, permitting a rationing election.

III.13.1.3.1. Definition of Existing Import Capacity Resource.

Capacity associated with a multi-year contract entered into before the Existing Capacity Qualification Deadline to provide capacity in the New England Control Area from outside of the New England Control Area for a period including the whole Capacity Commitment Period, or capacity from an External Resource that is owned or directly controlled by the Lead Market Participant and which is committed for at least two whole consecutive Capacity Commitment Periods by the Lead Market Participant in the New Capacity Qualification Package, shall participate in the Forward Capacity Auction as an Existing Import Capacity Resource, except that if that Existing Import Capacity Resource has not cleared in a previous Forward Capacity Auction, then the import capacity shall participate in the Forward Capacity Auction as a New Import Capacity Resource.

III.13.1.3.2. Qualified Capacity for Existing Import Capacity Resources.

The summer Qualified Capacity and winter Qualified Capacity of an Existing Import Capacity Resource shall be based on the data provided to the ISO during the qualification process, subject to ISO review and verification.

The qualified capacity for the Existing Import Capacity Resources associated with the VJO and NYPA contracts listed in Section III.13.1.3.3(c) as of the Capacity Commitment Period beginning June 1, 2014 shall be equal to the lesser of the stated amount in Section III.13.1.3.3(c) or the median amount of the energy delivered from the Existing Import Capacity Resource during the New England system coincident peak over the previous five Capacity Commitment Periods at the time of qualification.

III.13.1.3.3.A Qualification Process for Existing Import Capacity Resources that are not associated with an Elective Transmission Upgrade with Capacity Network Import Interconnection Service.

Existing Import Capacity Resources shall be subject to the same qualification process as Existing Generating Capacity Resources, as described in Section III.13.1.2.3, except as follows:

(a) The Qualified Capacity shall be the lesser of the multi-year contract values as documented in the new resource qualification determination notification and the capacity clearing in the Forward Capacity Auction to which the new resource qualification determination notification applied.

~~No later than 10 Business Days prior to the Existing Capacity Qualification Deadline, the Market Participant submitting each Existing Import Capacity Resource must also submit to the ISO: (i) documentation of a multi-year contract entered into before the Existing Capacity Qualification Deadline to provide capacity in the New England Control Area from outside the New England Control Area for a period including the whole Capacity Commitment Period, including documentation of the MW value of the contract; or (ii) proof of ownership or direct control over one or more External Resources that will be used to back the Existing Import Capacity Resource during the Capacity Commitment Period, together with information to establish the summer and winter ratings of the resource(s) backing the import. In either case, the Market Participant must specify the interface over which the capacity will be imported.~~

(b) The rationing election described in Section III.13.1.2.3.1 shall not apply. ~~An Existing Import Capacity Resource may not elect whether to be rationed. As described in Section III.13.2.6, Existing Import Capacity Resources are always subject to rationing, except where such rationing would violate any applicable physical minimum flow requirements on the associated interface.~~

(c) The Existing Import Capacity Resources associated with contracts listed in the table below may qualify to receive the treatment described in Section III.13.2.7.3 for the duration of the contracts as listed. For each Forward Capacity Auction after the first Forward Capacity Auction, in order for an Existing Import Capacity Resource associated with a contract listed below to qualify for the treatment described in Section III.13.2.7.3, no later than 10 Business Days prior to the Existing Capacity Qualification Deadline, the Market Participant submitting the Existing Import Capacity Resource must also submit to the ISO documentation verifying that the contract will remain in effect throughout the Capacity Commitment Period and that it has not been amended. For the first Forward Capacity Auction, Existing Import Capacity Resources associated with contracts listed in the table below are qualified to receive the treatment described in Section III.13.2.7.3.

Contract Description	MW	Contract End Date
NYPA: NY — NE: CMEEC	13.2	8/31/2025
NYPA: NY — NE: MMWEC	53.3	8/31/2025

NYPA: NY — NE: Pascoag	2.3	8/31/2025
NYPA: NY— NE: VELCO	15.3	8/31/2025
	84.1	
VJO: Highgate — NE	Up to 225	10/31/2016
VJO: Highgate — NE (extension) (beginning 11/01/2016)	Up to 6	October 2020
VJO: Phase I/II — NE	Up to 110	10/31/2016

(d) In addition to the review described in Section III.13.1.2.3.2, the Internal Market Monitor shall review each bid from Existing Import Capacity Resources. A bid from an Existing Import Capacity Resource shall be rejected if the Internal Market Monitor determines that the bid may be an attempt to manipulate the Forward Capacity Auction, and the matter will be referred to the Commission in accordance with the protocols set forth in Appendix A to the Commission’s Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)).

III.13.1.3.3.B. Qualification Process for Existing Import Capacity Resources that are associated with an Elective Transmission Upgrade with Capacity Import Interconnection Service.
Existing Import Capacity Resources associated with an Elective Transmission Upgrade with Capacity Import Interconnection Service pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff shall be subject to the same qualification process as Existing Generating Capacity Resources as described in Section III.13.1.2.3, except the Qualified Capacity shall be the lesser of the multi-year contract values as documented in the new resource qualification determination notification and the capacity clearing in the Forward Capacity Auction to which the new resource qualification determination notification applied.

III.13.1.3.4. Definition of New Import Capacity Resource.

Capacity not associated with a multi-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside the New England Control Area for the whole Capacity Commitment Period, but that meets the requirements of Section III.13.1.3.5.1, shall participate in the Forward Capacity Auction as a New Import Capacity Resource. For capacity associated with a multi-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside the New England Control Area for a period including the whole Capacity Commitment Period, or capacity from an External

Resource that is owned or directly controlled by the Lead Market Participant and which is committed for at least two whole consecutive Capacity Commitment Periods by the Lead Market Participant in the New Capacity Qualification Package, if the import capacity has not cleared in a previous Forward Capacity Auction, then the import capacity shall participate in the Forward Capacity Auction as a New Import Capacity Resource.

III.13.1.3.5. Qualification Process for New Import Capacity Resources.

The qualification process for a New Import Capacity Resource, whether backed by a new External Resource, by one or more existing External Resources, or by an external Control Area, shall be the same as the qualification process for a New Generating Capacity Resource, as described in Section III.13.1.1.2, except as follows:

III.13.1.3.5.1. Documentation of Import.

For each New Import Capacity Resource, the ~~Market Participant~~Project Sponsor submitting the import capacity must also submit: (i) documentation of a one-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside of the New England Control Area for the entire Capacity Commitment Period, including documentation of the MW value of the contract; (ii) documentation of a multi-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside of the New England Control Area for the contract a period including the entire Capacity Commitment Period ~~if the import capacity has not cleared in a previous Forward Capacity Auction~~, including documentation of the MW value of the contract; (iii) proof of ownership or direct control over one or more External Resources that will be used to back the New Import Capacity Resource during the Capacity Commitment Period, including information to establish the summer and winter ratings of the resource(s) backing the import; or (iv) documentation for system-backed import capacity that the import capacity will be supported by the Control Area and that the energy associated with that system-backed import capacity will be afforded the same curtailment priority as that Control Area's native load. For each New Import Capacity Resource, the ~~Market Participant~~Project Sponsor must specify the interface over which the capacity will be imported. The ~~Market Participant~~Project Sponsor must indicate whether the import is associated with any investment in transmission that increases New England's import capability or is associated with an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Import Interconnection Service pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff that has not yet achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff. The Project Sponsor must submit a contract confirming its

association with the Elective Transmission Upgrade Interconnection Customer and the ISO will confirm that relationship. If the import will be backed by a single new External Resource, the ~~Market Participant~~Project Sponsor submitting the import capacity must also submit a general description of the project's equipment configuration, including a description of the resource type (such as those listed in the table in Section III.A.21.1 or some other type).

III.13.1.3.5.2. Import Backed by Existing External Resources.

If the New Import Capacity Resource will be backed by one or more External Resources existing at the time of the Forward Capacity Auction and the capacity will be imported over an interface that has achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall not apply, and the ~~Market Participant~~Project Sponsor shall instead submit a description of how the Capacity Supply Obligation, if an offer from the New Import Capacity Resource clears in the Forward Capacity Auction, will be met.

If the New Import Capacity Resource will be backed by one or more External Resources existing at the time of the Forward Capacity Auction and the capacity will be imported over an interface that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall apply in addition to the requirement that the Project Sponsor submit a description of how the Capacity Supply Obligation, if an offer from the New Import Capacity Resource clears in the Forward Capacity Auction, will be met.

The description must indicate specifically which External Resources will back the New Import Capacity Resource during the Capacity Commitment Period, and if those External Resources are not owned or controlled directly by the ~~Market Participant~~Project Sponsor, the description must include a commitment that the External Resources will have sufficient capacity that is not obligated outside the New England Control Area to fully satisfy the New Import Capacity Resource's potential Capacity Supply Obligation during the Capacity Commitment Period and demonstrate how that commitment will be met.

III.13.1.3.5.3. Imports Backed by an External Control Area.

If the New Import Capacity Resource will be backed by an external Control Area and the capacity will be imported over an interface that has achieved Commercial Operation as defined in Schedule 25 of Section

II of the Transmission, Markets and Services Tariff, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall not apply, and the Market Participant-Project Sponsor shall instead submit system load and capacity projections for the external Control Area showing sufficient excess capacity during the Capacity Commitment Period to back the New Import Capacity Resource.

If the New Import Capacity Resource will be backed by an external Control Area and the capacity will be imported over an Elective Transmission Upgrade and the capacity will be imported over an interface that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall apply in addition to the requirement that the Project Sponsor submit system load and capacity projections for the external Control Area showing sufficient excess capacity during the Capacity Commitment Period to back the New Import Capacity Resource for the length of the multi-year contract.

III.13.1.3.5.3.1. Imports Crossing Intervening Control Areas.

The preceding rules define requirements associated with the import of capacity from a Control Area, or resources located in a Control Area, directly adjacent to the New England Control Area. Imports of capacity from a Control Area or resources located in a Control Area where such import crosses an intervening Control Area or Control Areas shall comply with the following additional requirements: (1) For imports crossing a single intervening Control Area, the Market Participant-Project Sponsor entering the import contract shall demonstrate, as detailed in the ISO New England Manuals, that the remote Control Area will afford the energy export to the adjacent intervening Control Area the same curtailment priority as its native load, that the adjacent intervening Control Area has procedures in place to explicitly recognize the linkage between the import and re-export of energy in support of the import contract, and that the energy export to the ISO will not be curtailed (except pro-rata with a curtailment of native load) so long as the linked import is flowing. (2) For imports crossing more than one intervening Control Area, in addition to the requirements above, the Market Participant-Project Sponsor entering the import contract shall demonstrate, as detailed in the ISO New England Manuals, by the New Capacity Qualification Deadline, that explicit market and operating procedures exist among the intervening Control Areas to ensure that the energy required to be delivered to the New England Control Area will be guaranteed the same curtailment priority as the intervening native loads, and that none of the intervening Control Areas

will curtail the transaction except in conjunction with a curtailment of native load. (3) The Market Participant Project Sponsor entering the import contract shall demonstrate that capacity it supplies to the New England Control Area will not be recalled or curtailed to satisfy the load of the external Control Area, or that the external Control Area in which it is located will afford New England Control Area load the same curtailment priority that it affords its own Control Area native load.

III.13.1.3.5.4. Capacity Commitment Period Election.

The provisions regarding Capacity Commitment Period election (Section III.13.1.1.2.2.4) shall only apply to a New Import Capacity Resource associated with an Elective Transmission Upgrade with a Capacity Network Import Interconnection Service Interconnection Request. All other New Import Capacity Resources clearing in the Forward Capacity Auction shall have a Capacity Supply Obligation and shall receive payments only for the one-year Capacity Commitment Period associated with that Forward Capacity Auction.

~~not apply. A New Import Capacity Resource may not elect to have the Capacity Supply Obligation and the Capacity Clearing Price applicable to an offer that clears in the Forward Capacity Auction continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears.~~

III.13.1.3.5.5. Initial Interconnection Analysis.

The provisions regarding initial interconnection analysis (Section III.13.1.1.2.3) shall not apply unless the capacity will be imported over an Elective Transmission Upgrade pursuing Capacity Network Import Interconnection Service pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff.

III.13.1.3.5.6. Review by Internal Market Monitor of Offers from New Import Capacity Resources.

For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), the request and cost information described in Section III.13.1.1.2.2.3 and Section III.A.21.2 must be submitted to the ISO no later than November 7, 2014. In addition to the review described in Section III.13.1.1.2.2.3 and Section III.A.21, the Internal Market Monitor shall review each offer from New Import Capacity Resources. An offer from a New Import Capacity Resource shall be rejected if the Internal Market Monitor determines that the bid may be an attempt to manipulate the Forward Capacity

Auction, and the matter will be referred to the Commission in accordance with the protocols set forth in Appendix A to the Commission's Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)).

III.13.1.3.5.7. Qualification Determination Notification for New Import Capacity Resources.

For New Import Capacity Resources, the qualification determination notification described in Section III.13.1.1.2.8 shall be modified to reflect the differences in the qualification process described in this Section III.13.1.3.5. For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), the ISO shall, no later than December 12, 2014, send to Project Sponsors or Market Participants, as applicable, a determination regarding whether the New Import Capacity Resource is associated with a pivotal supplier as described in Section III.A.21.2 and the resource's New Resource Offer Floor Price as determined pursuant to Section III.A.21.2. For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), a New Import Capacity Resource may be withdrawn (and hence not included in the Forward Capacity Auction) no later than January 16, 2015 by providing written notification of such withdrawal to the ISO. Any such withdrawal shall be irrevocable.

III.13.1.3.5.8. Rationing Election.

New Import Capacity Resources are subject to rationing except New Import Capacity Resource associated with an Elective Transmission Upgrade with a Capacity Network Import Interconnection Service Interconnection Request, which are eligible for t
The rationing election described in Section III.13.1.1.2.2.3(b) shall not apply. A New Import Capacity Resource may not elect whether to be rationed. As described in Section III.13.2.6, New Import Capacity Resources are always subject to rationing, except where such rationing would violate any applicable physical minimum flow requirements on the associated interface.

III.13.1.4. Demand Resources.

III.13.1.4.1. Demand Resources.

To participate in a Forward Capacity Auction as a Demand Resource, a resource must meet the requirements of this Section III.13.1.4.1. No resource shall be permitted to participate in a Forward Capacity Auction as a Demand Response Capacity Resource prior to the Forward Capacity Auction for the 2017-2018 Capacity Commitment Period. A Demand Response Capacity Resource with an early Commercial Operation Date shall be considered a Real-Time Demand Response Resource for any Capacity Commitment Period commencing prior to June 1, 2017. No resource shall be permitted to

participate in a Forward Capacity Auction as a Real-Time Demand Response Resource beginning with the Forward Capacity Auction for the 2017-2018 Capacity Commitment Period. The amount of capacity offered by a Demand Resource shall be a minimum of 100 kW aggregated in a Dispatch Zone. A Demand Resource may continue to offer capacity into Forward Capacity Auctions and reconfiguration auctions for Capacity Commitment Periods in an amount less than or equal to its remaining Measure Life. Demand Resources must comply with all applicable federal, state, and local regulatory, siting, and tariff requirements, including interconnection tariff requirements related to siting, interconnection, and operation of the Demand Resource. Demand Resources are not permitted to submit import or export bids or Administrative Export De-list Bids.

A Demand Resource shall no longer be eligible to participate in the Forward Capacity Market if its Permanent De-list Bid is accepted. For purposes of this Section III.13.1.4, references to the Lead Market Participant for a resource shall include the Enrolling Participant for a Demand Resource.

III.13.1.4.1.1. Existing Demand Resources.

Demand Resources that previously have been in service and registered with the ISO, and which are not otherwise New Demand Resources, shall be Existing Demand Resources. Existing Demand Resources shall include and are limited to Demand Resources that have been in service and registered with the ISO to fulfill a Capacity Supply Obligation created by clearing in a past Forward Capacity Auction before the Existing Capacity Qualification Deadline of the applicable Forward Capacity Auction. Except as specified in Section III.13.1.4.1, Existing Demand Resources shall be subject to the same qualification process as Existing Generating Capacity Resources, as described in Section III.13.1.2.3. Existing Demand Resources shall be subject to Section III.13.1.2.2.5.2. An Existing Demand Resource may submit a Non-Price Retirement Request pursuant to the provisions of Section III.13.1.2.3.1.5, provided, however, that Non-Price Retirement Requests shall not be used as a mechanism to inappropriately qualify assets associated with Existing Demand Resources as New Demand Resources. Existing Demand Resources may de-list consistent with Sections III.13.1.2.3.1.1 and III.13.1.2.3.1.2. Existing Demand Response Capacity Resources shall be subject to Section III.13.7.1.1.5.

III.13.1.4.1.2. New Demand Resources.

A New Demand Resource is a Demand Resource that has not been in service prior to the applicable Existing Capacity Qualification Deadline of the Forward Capacity Auction, or Distributed Generation that has operated only to address an electric power outage due to failure of the electrical supply, on-site disaster, local equipment failure, or public service emergencies such as flood, fire, or natural disaster, or

excessive deviations from standard voltage from the electrical supplier to the premises during the 12-month period prior to the applicable Existing Capacity Qualification Deadline of the Forward Capacity Auction, and is not an Existing Demand Resource. A Demand Resource that has previously been defined as an Existing Demand Resource shall be considered a New Demand Resource if it meets one of the conditions listed in Section III.13.1.1.1.2.

III.13.1.4.1.2.1. Qualified Capacity of New Demand Resources.

For Forward Capacity Auctions a New Demand Resource shall have a summer Qualified Capacity and winter Qualified Capacity based on the resource's Demand Reduction Values as submitted and reviewed pursuant to this Section III.13.1.4.

The documentation, analysis, studies and methodologies used to support the estimates described in this Section III.13.1.4.1.2.1 must be submitted as part of the Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements pursuant to Section III.13.1.4.3 and the ISO New England Manuals.

III.13.1.4.1.2.2. Initial Analysis for Certain New Demand Resources

For each New Demand Resource that is a Demand Response Capacity Resource, Real-Time Demand Response Resource or a Real-Time Emergency Generation Resource, the ISO shall perform an analysis based on the information provided in the New Demand Resource Show of Interest Form to determine the amount of capacity that the resource could provide by the start of the associated Capacity Commitment Period. This analysis shall be performed consistent with the criteria and conditions described in ISO New England Planning Procedures. Where, as a result of this analysis, the ISO determines that because of overlapping interconnection impacts, such a New Demand Resource that is otherwise accepted for participation in the Forward Capacity Auction in accordance with the other provisions and requirements of this Section III.13.1 cannot deliver any of the capacity that it would otherwise be able to provide (in the absence of the other relevant Existing Capacity Resources), then that New Demand Resource will not be accepted for participation in the Forward Capacity Auction.

III.13.1.4.1.3. Special Provisions for Real-Time Emergency Generation Resources.

All Real-Time Emergency Generation Resources shall be treated in the same manner as Existing Demand Resources in the Forward Capacity Auction as described in Section III.13.2. Real-Time Emergency Generation Resources may: (i) submit Static De-list Bids pursuant to Section III.13.1.2.3.1.1, (ii) submit Dynamic De-list Bids pursuant to Section III.13.2.3.2(d), or (iii) submit Permanent De-list Bids pursuant

to Section III.13.1.2.3.1.2. Real-Time Emergency Generation Resources may not submit an Export Bid pursuant to Section III.13.1.2.3.1.3 or an Administrative Export De-list Bid pursuant to Section III.13.1.2.3.1.4. Real-Time Emergency Generation Resources may not import capacity pursuant to Section III.13.1.3. A Real-Time Emergency Generation Resource may not participate in a reconfiguration auction. Such resources may participate in a Capacity Supply Obligation Bilateral as either a Capacity Transferring Resource or a Capacity Acquiring Resource, provided, however, that where a Real-Time Emergency Generation Resource participates in a Capacity Supply Obligation Bilateral as a Capacity Acquiring Resource, the Capacity Transferring Resource must also be a Real-Time Emergency Generation Resource. Such resources may not be Supplemental Capacity Resources. Real-Time Emergency Generation Resources that are New Demand Resources as defined in Section III.13.1.4.1.2 shall be subject to the qualification and financial assurance requirements applicable to New Demand Resources.

III.13.1.4.2. Show of Interest Form for New Demand Resources.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Demand Resource, the Project Sponsor must submit to the ISO a New Demand Resource Show of Interest Form as described in this Section III.13.1.4.2 during the New Capacity Show of Interest Submission Window, as described in Section III.13.1.10. The ISO may waive the submission of any information not required for evaluation of a project. The New Demand Resource Show of Interest Form is available on the ISO website.

(a) A completed New Demand Resource Show of Interest Form shall include, but is not limited to, the following information: project name; Load Zone within which the Demand Resource project will be located; the Dispatch Zone within which a Demand Response Capacity Resource, Real-Time Demand Response Resource, or Real-Time Emergency Generation Resource will be located; estimated summer and winter Demand Reduction Values (MW) per measure and/or per customer facility (measured at the customer meter and not including losses) expected to be achieved five weeks prior to the first and second annual Forward Capacity Auctions after the Forward Capacity Auction in which the Demand Resource Project Sponsor's capacity award would be made, if applicable, and on the Commercial Operation date; estimated total summer and winter Demand Reduction Value of the Demand Resource project; supporting documentation (e.g., engineering estimates or documentation of verified savings from comparable projects) to substantiate the reasonableness of the estimated Demand Reduction Values; Demand Resource type (On-Peak Demand Resource, Seasonal Peak Demand Resource, Demand Response Capacity Resource, Real-Time Demand Response Resource or Real-Time Emergency Generation

Resource); brief Demand Resource project description including measure type (i.e., Energy Efficiency, Load Management, and/or Distributed Generation); types of facilities at which the measures will be implemented; customer classes and end-uses served; expected Commercial Operation date – i.e., the date by which the Project Sponsor expects to reach Commercial Operation (Commercial Operation for a Demand Resource shall mean the demonstration to the ISO by the Project Sponsor that the Demand Resource described in the Project Sponsor's New Demand Resource Qualification Package has achieved its full Demand Reduction Value); ISO Market Participant status and ISO customer identification (if applicable); status under Schedules 22 or 23 of the Transmission, Markets and Services Tariff (if applicable); project/technical and credit/financial contacts; and for individual Distributed Generation projects and Demand Resource projects from a single facility with a Demand Reduction Value equal to or greater than 5 MW, the Pnode and service address at which the end-use facility is located; capability and experience of the Project Sponsor.

III.13.1.4.2.1. Qualification Package for Existing Demand Resources.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as an Existing Demand Resource, the Project Sponsor must submit an Existing Capacity Qualification Package no later than the Existing Capacity Qualification Deadline. The Existing Capacity Qualification Package for an Existing Demand Resource shall conform to the requirements of Section III.13.1.4.1. All Existing Demand Resources must provide a Measurement and Verification Plan which complies with the ISO's measurement and verification requirements pursuant to Section III.13.1.4.3 and the ISO New England Manuals.

III.13.1.4.2.2. Qualification Package for New Demand Resources.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Demand Resource, the Project Sponsor must submit a New Demand Resource Qualification Package no later than the New Capacity Qualification Deadline. The New Demand Resource Qualification Package shall conform to the requirements of this Section III.13.1.4.2.2. The ISO may waive the submission of any information not required for evaluation of a project.

III.13.1.4.2.2.1. [Reserved.]

III.13.1.4.2.2.2. Source of Funding.

The Project Sponsor must provide source of funding which includes, but is not limited to, the following information: The source(s) of public benefits funding or private financing, or a funding plan supplemented by information on how previous projects were funded; A completed ISO credit application.

III.13.1.4.2.2.3. Measurement and Verification Plan.

For all Demand Resources other than Demand Response Capacity Resources and Real-Time Emergency Generation Resources, the Project Sponsor must provide a Measurement and Verification Plan which complies with the ISO's measurement and verification requirements pursuant to Section III.13.1.4.3, Section III.8A and III.8B and the ISO New England Manuals.

III.13.1.4.2.2.4. Customer Acquisition Plan.

A Project Sponsor with more than a single customer must provide a description of its plan to acquire customers that includes, but is not limited to, the following information: a description of proposed customer market; the estimated size of target market and supporting documentation; a marketing plan with supporting documentation describing the manner in which customers will be recruited; and evidence supporting the viability of the marketing plan.

III.13.1.4.2.2.4.1. Individual Distributed Generation Projects and Demand Resource Projects From a Single Facility With A Demand Reduction Value Greater Than or Equal to 5 MW.

For individual Distributed Generation projects and Demand Resource projects from a single facility with a Demand Reduction Value greater than or equal to 5 MW the critical path schedule requirements and the monitoring and milestones are the same as those required for New Generating Capacity Resources as set forth in Section III.13.1.1.2.2.2.

III.13.1.4.2.2.4.2. Demand Resource Projects Involving Multiple Facilities and Demand Resource Projects From a Single Facility With A Demand Reduction Value Less Than 5 MW.

A critical path schedule for Demand Resource projects installed at multiple facilities and Demand Resource projects from a single facility with a Demand Reduction Value of less than 5 MW shall be comprised of a delivery schedule of the share of total offered Demand Reduction Value achieved as of target dates which are: (i) The cumulative percentage of total Demand Reduction Value achieved on target date 1 occurring five weeks prior to the first annual Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource Project Sponsor's capacity award was made; (ii) The

cumulative percentage of total Demand Reduction Value achieved on target date 2 occurring five weeks prior to the second annual Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource Project Sponsor's capacity award was made; and (iii) target date 3 which is the expected Commercial Operation date, which must be on or before the first day of the relevant Capacity Commitment Period and by which date 100% of total Demand Reduction Value must be complete

III.13.1.4.2.2.4.3. Additional Requirement For Demand Resource Project Sponsor Proposing Total Demand Reduction Value of 30 Percent or Less by the Second Target Date.

If a Demand Resource Project Sponsor proposes in its New Demand Resource Qualification Package a cumulative Percent of Total Demand Reduction Value Complete that is 30 percent or less by the second critical path schedule target date, then a pipeline analysis must be submitted to the ISO five weeks prior to the second annual Forward Capacity Auction after the Forward Capacity Auction in which the award was made. A pipeline analysis demonstrates the Demand Resource Project Sponsor's ability to fulfill its obligation to deliver capacity that cleared in a Forward Capacity Auction by the relevant Capacity Commitment Period. Such an analysis must list the customers that have made a commitment to participate in the Demand Resource Project Sponsor's program to deliver capacity to meet the Demand Resource Project Sponsor's Forward Capacity Auction obligations, and must include each customer's projected summer and winter Demand Reduction Values, and expected measure installation date; provided, however, that a Demand Resource Project Sponsor targeting customer facilities with under 10 kW of Demand Reduction Value per facility shall have the option of using a targeting and marketing plan based on past performance in that market to determine the Project Sponsor's ability to fulfill its obligation by the relevant Capacity Commitment Period. To the extent that the Demand Resource Project Sponsor is unable to demonstrate through its pipeline analysis that it has sufficient customers to meet its Capacity Supply Obligation by the beginning of the relevant Capacity Commitment Period, the Demand Resource Project Sponsor shall be subject to the ISO's critical path schedule monitoring procedures, as specified in Section III.13.3 of Market Rule 1.

III.13.1.4.2.2.5. Capacity Commitment Period Election.

In the New Demand Resource Qualification Package, the Project Sponsor must specify whether, if its New Demand Resource offer clears in the Forward Capacity Auction, the associated Capacity Supply Obligation and Capacity Clearing Price (indexed for inflation) shall continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, for up to six additional and consecutive Capacity Commitment Periods, in whole Capacity Commitment Period

increments only. If no such election is made in the New Demand Resource Qualification Package, the Capacity Supply Obligation and Capacity Clearing Price associated with the New Demand Resource offer shall apply only for the Capacity Commitment Period associated with the Forward Capacity Auction in which the New Demand Resource offer clears. If the Project Sponsor elects to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, then the Project Sponsor may not change the Demand Resource type as long as that Capacity Supply Obligation and Capacity Clearing Price continue to apply. If an offer from a New Demand Resource clears in the Forward Capacity Auction, the capacity associated with the resulting Capacity Supply Obligation may not be subject to any type of de-list or export bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply pursuant to this Section III.13.1.4.2.2.5.

III.13.1.4.2.2.6. Rationing Election.

The Project Sponsor for a New Demand Resource must indicate in the New Demand Resource Qualification Package if an offer from the New Demand Resource may be rationed. A Project Sponsor may specify a single MW quantity to which offers may be rationed. Without such indication, offers will only be accepted or rejected in whole. This rationing election shall apply for the entire Forward Capacity Auction.

III.13.1.4.2.3. Consistency of the New Demand Resource Qualification Package and New Demand Resource Show of Interest Form.

The ISO shall review the Project Sponsor's New Demand Resource Qualification Package for consistency with its New Demand Resource Show of Interest Form. The New Demand Resource Qualification Package may not contain material changes relative to the New Demand Resource Show of Interest Form. A material change may include, but is not limited to the following: (i) a change in the designation of the Demand Resource type; (ii) a change in the Project Sponsor, subject to review by the ISO of the capability and experience of the new Project Sponsor; (iii) a change in the Load Zone within which the project is located, and a change in the Dispatch Zone within which the Demand Response Capacity Resource, Real-Time Demand Response Resource or Real-Time Emergency Generation Resource is located; (iv) a change in the total summer or winter Demand Reduction Value of the project by more than 30 percent; (v) a change in the general type of measure being implemented (e.g., Energy Efficiency, Load Management, Distributed Generation); (vi) a change in the treatment as an Existing Demand Resource for

the first Forward Capacity Auction; or (viii) a misrepresentation of the interconnection status of a Distributed Generation project.

III.13.1.4.2.4. Offers From New Demand Resources.

All New Demand Resources that might submit offers in the Forward Capacity Auction at prices below the relevant Offer Review Trigger Price must include in the New Demand Resource Qualification Package the lowest price at which the resource requests to offer capacity in the Forward Capacity Auction and supporting documentation justifying that price as competitive in light of the resource's costs (as described in Section III.A.21). This price is subject to review by the Internal Market Monitor pursuant to Section III.A.21.2 and must include the additional documentation described in that section.

III.13.1.4.2.5. Notification of Qualification for Demand Resources.

III.13.1.4.2.5.1. Evaluation of Demand Resource Qualification Materials.

The ISO shall review the information submitted by Existing Demand Resources and New Demand Resources and shall determine whether the information submitted complies with the requirements set forth in this Section III.13.1.4 and whether, based on the information provided, the Demand Resource is accepted for participation in the Forward Capacity Auction. In making these determinations, the ISO may consider, but is not limited to consideration of, the following:

- (a) whether the information submitted by Existing Demand Resources and New Demand Resources is accurate and contains all of the elements required by this Section III.13.1.4;
- (b) whether the critical path schedule submitted by New Demand Resources includes all necessary elements and is sufficiently developed;
- (c) whether the milestones in the critical path schedule submitted by New Demand Resources are reasonable and likely to be met;
- (d) whether, in the case of a resource previously counted as a capacity resource, the requirements for treatment as a New Demand Resource are satisfied; and
- (e) whether the Measurement and Verification Plan complies with the ISO's measurement and verification requirements pursuant to Section III.13.1.4.3 and the ISO New England Manuals.

III.13.1.4.2.5.2. Notification of Qualification for Existing Demand Resources.

For each Existing Demand Resource, the ISO will notify the Resource's Lead Market Participant no later than 15 Business Days before the Existing Capacity Qualification Deadline of: (i) Demand Resource type; and (ii) summer and winter Demand Reduction Values and estimates of summer and winter Qualified Capacity as defined in Section III.13.1.4.3 and the Load Zone in which the Capacity Resource is located, and the Dispatch Zone within which a Demand Response Capacity Resource, Real-Time Demand Response Resource, or Real-Time Emergency Generation Resource is located. If the Lead Market Participant believes that an ISO-determined summer Qualified Capacity or winter Qualified Capacity for an Existing Demand Resource does not accurately reflect the determination described in Section III.13.1.4.3, then the Lead Market Participant must notify the ISO within 5 Business Days of receipt of the Qualified Capacity notification. If an Existing Demand Resource is not submitting a change in its Demand Resource type, a Permanent De-List Bid or Static De-List Bid for the Forward Capacity Auction, then no further submissions or actions for that resource are necessary, and the resource shall participate in the Forward Capacity Auction as described in Section III.13.2.3.2(c) with Qualified Capacity as indicated in the ISO's notification, and may not elect to have the Capacity Supply Obligation and Capacity Clearing Price apply after the Capacity Commitment Period associated with the Forward Capacity Auction. If a Market Participant believes that the Demand Reduction Value or Qualified Capacity for an Existing Demand Resource is inaccurate or wishes to change its Demand Resource type, the Market Participant must notify the ISO within 5 Business Days of receipt of the Qualified Capacity notification and submit an Updated Measurement and Verification Plan to reflect the change in its Demand Resource type, if applicable. Updated Measurement and Verification Plans must be received by the ISO no later than 5 Business Days after receipt of the Qualified Capacity notification. Designation of the Demand Resource type may not be changed during the Capacity Commitment Period.

III.13.1.4.2.5.3. Notification of Qualification for New Demand Resources.

No later than 127 days prior to the relevant Forward Capacity Auction, the ISO shall send notification to Project Sponsors for each New Demand Resource indicating whether the New Demand Resource has been accepted for participation in the Forward Capacity Auction.

III.13.1.4.2.5.3.1. Notification of Acceptance to Qualify of a New Demand Resource.

For a New Demand Resource accepted for participation in the Forward Capacity Auction, the notification will specify the Demand Resource's summer and winter Demand Reduction Value and summer and

winter Qualified Capacity. Designation of the Demand Resource type may not be changed during the Capacity Commitment Period.

III.13.1.4.2.5.3.2. Notification of Failure to Qualify of a New Demand Resource.

For a New Demand Resource not accepted for participation in the Forward Capacity Auction, the notification will provide an explanation as to why the resource did not meet the requirements set forth in this Section III.13.1.4 and was not accepted.

III.13.1.4.3. Measurement and Verification Applicable to All Demand Resources.

To demonstrate the Demand Reduction Value of a Demand Resource project, as defined in Section III.13.1.4.1, all Demand Resources participating in the Forward Capacity Auction, Capacity Supply Obligation Bilaterals or reconfiguration auctions shall submit to the ISO the Demand Resource project Measurement and Verification Documents in accordance with this Section III.13.1.4.3, Sections III.8A and III.8B and the ISO New England Manuals. Demand Response Capacity Resources and Real-Time Emergency Generation Resources participating in the Forward Capacity Auction, Capacity Supply Obligation Bilaterals or reconfiguration auctions must estimate Demand Reduction Values pursuant to the requirements of Sections III.8A, Section III.8B, Section III.13.6.1.5.4, and Section III.E1 and Section III.E2. To the extent that a Demand Response Capacity Resource consists, in whole or in part, of assets capable of delivering Net Supply, the estimated Demand Reduction Value of a Demand Response Capacity Resource may include an estimate of Net Supply. The ISO shall review such Measurement and Verification Documents to determine whether they are consistent with the measurement and verification requirements set forth in this Section III.13.1.4.3, Section III.8A, Section III.8B, and the ISO New England Manuals.

III.13.1.4.3.1. Measurement and Verification Documents Applicable to On-Peak Demand Resources, and Seasonal Peak Demand Resources.

Measurement and Verification Documents for On-Peak Demand Resources, and Seasonal Peak Demand Resources must demonstrate both availability and performance of Demand Resource projects in reducing demand coincident with Demand Resource On-Peak Hours, or Demand Resource Seasonal Peak Hours such that the reported monthly Demand Reduction Value shall achieve at least a ten percent relative precision and an eighty percent confidence interval as described and applied in the ISO New England Manual on Measurement and Verification of Demand Reduction Value from Demand Resources. The Measurement and Verification Documents shall serve as the basis for the claimed Demand Reduction

Value of a Demand Resource project. The Measurement and Verification Documents shall document the measurement and verification performed to verify the achieved Demand Reduction Value of the Demand Resource project. The Measurement and Verification Documents shall contain a projection of the Demand Resource project's Demand Reduction Value for each month of the Capacity Commitment Period and over the expected Measure Life of the Demand Resource project. A Demand Resource's Measurement and Verification Documents must describe the methodology used to calculate electrical energy load reduction or output during Demand Resource On-Peak Hours, or Demand Resource Seasonal Peak Hours. The Measurement and Verification Documents shall include a Measurement and Verification Plan submitted in the Forward Capacity Auction Qualification, as described in Section III.13.1.4.3 and a monthly Measurement and Verification Summary Report during the Capacity Commitment Period. The monthly Measurement and Verification Summary Reports shall reference the measurement and verification protocols and performance data documented in the Measurement and Verification Plan or the Measurement and Verification Reference Report(s). Such monthly Measurement and Verification Summary Reports will document the Demand Resource Project Sponsor's total Demand Reduction Value from eligible pre-existing measures and new measures, and the Project Sponsor's total Demand Reduction Value from both eligible pre-existing measures and new measures, for all measures it had in operation as of the end of the previous month. The monthly Measurement and Verification Summary Reports shall be based on Measurement and Verification Documents determined in accordance with Market Rule 1 and the ISO New England Manuals, and shall be the basis for monthly settlement with Demand Resource Project Sponsors. All Measurement and Verification Documents shall conform to the ISO's specifications with respect to content, format and delivery methodology, and shall be submitted in accordance with the timelines and deadlines set forth in Market Rule 1 and the ISO New England Manuals.

III.13.1.4.3.1.1. Optional Measurement and Verification Reference Reports.

At the option of the Demand Resource Project Sponsor, the Measurement and Verification Documents may also include one or more Measurement and Verification Reference Report(s) submitted during the Capacity Commitment Period subject to the schedule in the Measurement and Verification Plan and consistent with the schedule and reporting standards set forth in the ISO New England Manuals. Measurement and Verification Reference Reports shall update the prospective Demand Reduction Value of the Demand Resource project based on measurement and verification studies performed during the Capacity Commitment Period.

III.13.1.4.3.1.2. Updated Measurement and Verification Documents.

At the option of the Demand Resource Project Sponsor, an Updated Measurement and Verification Plan may be submitted during a subsequent Forward Capacity Auction qualification process prior to the beginning of the Capacity Commitment Period of the Demand Resource project. The Updated Measurement and Verification Plan may include updated Demand Resource project specifications, measurement and verification protocols, and performance data. However, the Updated Measurement and Verification Plan shall not modify for the duration of the Capacity Commitment Period the total Demand Reduction Value and the Demand Resource type from the applicable Forward Capacity Auction in which the Demand Resource Project Sponsor's offer cleared. Additionally, the Updated Measurement and Verification Plan shall provide measurement and verification consistent with the requirements specified in the ISO New England Manuals, and shall be comparable to the quality of the original Measurement and Verification Plan accepted during the Forward Capacity Auction qualification process in which the Demand Resource project cleared the Forward Capacity Auction.

III.13.1.4.3.1.3. Annual Certification of Accuracy of Measurement and Verification Documents.

Demand Resource Project Sponsors for On-Peak Demand Resources, or Seasonal Peak Demand Resources and Real-Time Demand Response Resources shall submit no less frequently than once per year, a statement certifying that the Demand Resource projects for which the Project Sponsor is requesting compensation continue to perform in accordance with the submitted Measurement and Verification Documents reviewed by the ISO. One such statement must be received by the ISO no later than 10 Business Days before the Existing Capacity Qualification Deadline.

III.13.1.4.3.1.4. Record Requirement of Retail Customers Served.

For Demand Resource projects targeting customer facilities with greater than or equal to 10 kW of Demand Reduction Value per facility, Demand Resource Project Sponsors shall maintain records of retail customers served including, at a minimum, the retail customer's address, the customer's utility distribution company, utility distribution company account identifier, measures installed, and corresponding monthly Demand Reduction Values. For Demand Resource projects targeting customer facilities with under 10 kW of Demand Reduction Value per facility, the Demand Resource Project Sponsor shall maintain records as described above for customer facilities with greater than or equal to 10 kW of Demand Reduction Value per facility, or shall maintain records of aggregated Demand Reduction Value and measures installed by Load Zone and meter domain. Demand Resource Project Sponsors shall maintain such records until the end of the Measure Life, or until the Demand Resource is permanently de-

listed from the Forward Capacity Market, and shall submit such records to the ISO upon request in a readable electronic format.

III.13.1.4.3.2. Measurement and Verification Documentation of Demand Reduction Values Applicable to All Demand Resources.

The Demand Resource Project Sponsor shall designate the specific methodology used to establish Demand Reduction Values, including the specification of Demand Resource On-Peak Hours for On-Peak Demand Resources, Demand Resource Seasonal Peak Hours for Seasonal Peak Demand Resources, or Real-Time Demand Response Event Hours for Real-Time Demand Response Resources, in its Measurement and Verification Plan pursuant to Section III.13.1.4.3. For Demand Response Capacity Resources and Real-Time Emergency Generation Resources, the Demand Resource Project Sponsor shall provide an estimate of Demand Reduction Values consistent with the baseline calculation methodology in Section III.8A and Section III.8B. To the extent that a Demand Response Capacity Resource consists, in whole or in part, of assets capable of delivering Net Supply, the estimated Demand Reduction Value of a Demand Response Capacity Resource may include an estimate of Net Supply. Distributed Generation, Demand Response Capacity Resource, Real-Time Demand Response, and Real-Time Emergency Generation Resource projects must include individual metering or a metering protocol consistent with the measurement and verification requirements set forth in Market Rule 1 and the ISO New England Manuals to monitor and verify the Demand Reduction Values of the Demand Resource project.

For Capacity Commitment Periods commencing on or after June 1, 2017, all Demand Response Assets must be metered at the Retail Delivery Point.

For Capacity Commitment Periods commencing on or after June 1, 2017, if the Real-Time Emergency Generation Asset cannot operate synchronized to the grid, and there is no Demand Response Asset at the same facility, the Real-Time Emergency Generation Asset can be metered at the Retail Delivery Point or at the Real-Time Emergency Generation Asset. If the Real-Time Emergency Generation Asset is capable of operating synchronized to the grid or there is a Demand Response Asset at the same facility then both the Retail Delivery Point and the Real-Time Emergency Generation Asset must be metered. For Capacity Commitment Periods commencing on or after June 1, 2017, Market Participants with Real-Time Emergency Generation Assets must utilize a remote terminal unit for communicating telemetry and receiving Dispatch Instructions, and the metering equipment used to measure the performance of a Real-Time Emergency Generation Asset must meet the requirements of Section E2.2.1(a), (b), and (c), must be tested pursuant to Section E2.2.3, and are subject to auditing pursuant to Section E2.2.4.

For Capacity Commitment Periods commencing on or after June 1, 2017, if a Real-Time Emergency Generation Asset is metered at the generator, the associated Real-Time Emergency Generation Resource's Demand Reduction Value shall be calculated using the Real-Time Emergency Generation Asset's Average Hourly Output. If a Real-Time Emergency Generation Asset is only metered at the Retail Delivery Point, the associated Real-Time Emergency Generation Resource's Demand Reduction Value shall be calculated using the Real-Time Emergency Generations Asset's Average Hourly Load Reduction.

For Capacity Commitment Periods commencing before June 1, 2017, the output of the generators comprising a Real-Time Emergency Generation Asset must be directly metered and reported to the ISO as a single set of interval meter data, provided that if there is no other Real-Time Emergency Generation Asset, Real-Time Demand Response Asset or other generator whose output can be controlled at the same facility, the Market Participant may instead meter the Real-Time Emergency Generation Asset at the retail delivery point. Meter data associated with the Real-Time Emergency Generation Asset shall be recorded and reported by the Market Participant to the ISO in Real-Time at an interval of five minutes.

For Capacity Commitment Periods commencing before June 1, 2017, the output of generators comprising a Real-Time Demand Response Asset located behind the retail delivery point must be directly metered and reported to the ISO in Real-Time as a single set of interval meter data at an interval of five-minutes.

III.13.1.4.3.2.1. No Performance Data to Determine Demand Reduction Values.

Should a new Demand Resource, other than a Demand Response Capacity Resource, enter service at a time such that there is no performance data for June, July, August, December or January upon which to establish summer or winter seasonal Demand Reduction Values, and the Demand Resource has relieved itself of its Capacity Supply Obligation for those months through a Capacity Supply Obligation Bilateral or reconfiguration auction, then the summer or winter seasonal Demand Reduction Values will be the simple average of its Demand Reduction Values for those months with a Capacity Supply Obligation. For a new Demand Resource, other than a Demand Response Capacity Resource, that enters service outside of the summer DR Auditing Period or winter DR Auditing Period and the Demand Resource has relieved itself of its Capacity Supply Obligation for those months through a Capacity Supply Obligation Bilateral or reconfiguration auction, the Demand Resource Commercial Operation Audit results shall be used in the determination of the summer or winter seasonal Demand Reduction Value.

III.13.1.4.3.3. ISO Review of Measurement and Verification Documents.

The ISO shall review the Measurement and Verification Documents and complete such review and identify any necessary modifications in accordance with the Forward Capacity Auction qualification process as described in Section III.13.1 and pursuant to the ISO New England Manuals. In its review of the Measurement and Verification Documents, the ISO may consult with the Project Sponsor to seek clarification, to gather additional necessary information, or to address questions or concerns arising from the materials submitted. At the discretion of the ISO, the ISO may consider revisions or additions to the Measurement and Verification Documents resulting from such consultation; provided, however, that in no case shall the ISO consider revisions or additions to the Measurement and Verification Documents if the ISO believes that such consideration cannot be properly accomplished within the time periods established for the qualification process.

III.13.1.4.3.4. Measurement and Verification Costs.

Costs associated with measurement and verification of the Demand Resource project shall be borne by the Demand Resource Project Sponsor. Demand Resource Project Sponsors submitting application materials and Measurement and Verification Documents for review during the Forward Capacity Auction qualification process shall be subject to the Qualification Process Cost Reimbursement Deposit, as described in Section III.13.1.9.3.

III.13.1.4.4. Dispatch of Active Demand Resources During Event Hours.

III.13.1.4.4.1. Notification of Demand Resource Forecast Peak Hours.

The ISO shall issue notice to Market Participants concerning Demand Resource Forecast Peak Hours on the day before the relevant Operating Day. The notice issued pursuant to this section is for informational purposes only and shall not constitute a Dispatch Instruction.

III.13.1.4.4.2. Dispatch of Demand Resources During Real-Time Demand Resource Dispatch Hours.

The ISO shall issue Dispatch Instructions to Market Participants with Real-Time Demand Response Resources to curtail and restore loads during Real-Time Demand Resource Dispatch Hours. Dispatch Instructions shall apply to Real-Time Demand Response Resources. The amount of Demand Resources dispatched for each Real-Time Demand Resource Dispatch Hour will be the amount that the ISO determines is necessary to meet the reserve deficiency. The ISO may issue Dispatch Instructions that reduce or increase the amount dispatched in each hour.

III.13.1.4.4.3. Dispatch of Demand Resources During Real-Time Emergency Generation Event Hours.

The ISO shall issue Dispatch Instructions to Market Participants with Real-Time Emergency Generation Resources to curtail and restore loads during Real-Time Emergency Generation Event Hours. Dispatch Instructions shall apply to specific Real-Time Emergency Generation Resources. The amount of Real-Time Emergency Generation Resources dispatched for each Real-Time Emergency Generation Event Hour will be the amount the ISO determines is necessary to meet the reserve deficiency.

III.13.1.4.5. Selection of Active Demand Resources For Dispatch.

III.13.1.4.5.1. Management of Real-Time Demand Response Assets and Real-Time Demand Response Resources.

A Market Participant must manage its Real-Time Demand Response Assets that are registered as a component of a Real-Time Demand Response Resource as of the first of a month so that the Real-Time Demand Response Resource complies with Dispatch Instructions. If the operation or potential operation of Real-Time Demand Response Assets cause, or potentially cause, a reliability problem, the ISO may direct Market Participants to not dispatch such assets or to restore the loads of such assets that have already been dispatched. If the ISO directs a Market Participant to not dispatch a Real-Time Demand Response Asset or to restore the load of a dispatched Real-Time Demand Response Asset, an adjustment to the dispatch and/or settlement process will be made to reflect the exclusion of that asset from dispatch or the restoration of that asset. Market Participants with Real-Time Demand Response Assets shall report to the ISO the load reduction and consumption, or generator output of each asset. Market Participants with Real-Time Demand Response Resources consisting of an aggregation of more than one Real-Time Demand Response Asset shall report the load reduction and consumption, or generator output of the resource, to the ISO as the sum of the load reduction, consumption, or generator output of the individual assets making up that resource. Real-Time Demand Response Resources shall be assigned a unique resource identification number. The load reduction and consumption, or generator output of a Real-Time Demand Response Resource is reported to the ISO as a single set of values. A Real-Time Demand Response Resource shall consist of one or more Real-Time Demand Response Assets that are located within the same Dispatch Zone.

III.13.1.4.5.2. Management of Real-Time Emergency Generation Assets and Real-Time Emergency Generation Resources.

A Market Participant must manage its Real-Time Emergency Generation Assets that are registered as a component of a Real-Time Emergency Generation Resource as of the first of a month so that the Real-Time Emergency Generation Resource complies with Dispatch Instructions. If the operation or potential operation of Real-Time Emergency Generation Assets causes, or potentially causes, a reliability problem, the ISO may direct Market Participants to not dispatch such assets or to discontinue the output of such assets that have already been dispatched. If the ISO directs a Market Participant to not dispatch a Real-Time Emergency Generation Asset or to discontinue the output of a dispatched Real-Time Emergency Generation Asset, an adjustment to the dispatch and/or settlement process will be made to reflect the exclusion of that asset from dispatch or the discontinued output of that asset. Market Participants with Real-Time Emergency Generation Assets shall report to the ISO the load reduction and consumption, or generator output of each asset. Market Participants with Real-Time Emergency Generation Resources consisting of an aggregation of more than one Real-Time Emergency Generation Asset shall report the generator output of the resource to the ISO as the sum of the generator outputs of the individual assets making up that resource. Real-Time Emergency Generation Resources shall be assigned a unique resource identification number. The generator output of a Real-Time Emergency Generation Resource is reported to the ISO as a single set of values. A Real-Time Emergency Generation Resource shall consist of one or more Real-Time Emergency Generation Assets that are located within the same Dispatch Zone.

III.13.1.4.5.3. [Reserved.]

III.13.1.4.6. Conversion of Active Demand Resources Defined at the Load Zone to Active Demand Resources Defined at Dispatch Zones.

III.13.1.4.6.1. Establishment of Dispatch Zones.

The ISO shall establish Dispatch Zones that reflect potential transmission constraints within a Load Zone that are expected to exist during each Capacity Commitment Period. Dispatch Zones shall be used to establish the geographic location and dispatch of Demand Response Capacity Resources, Real-Time Demand Response Resources and Real-Time Emergency Generation Resources. Dispatch Zones shall not change during a Capacity Commitment Period. For each Capacity Commitment Period, the ISO shall establish and publish Dispatch Zones by the beginning of the New Capacity Show of Interest Submission Window of the applicable Forward Capacity Auction. The ISO will review proposed Dispatch Zones with Market Participants prior to establishing and publishing final Dispatch Zones.

III.13.1.4.6.2. Disaggregation of Real-Time Demand Response Resources and Real-Time Emergency Generation Resources From Load Zones to Dispatch Zones.

III.13.1.4.6.2.1. Real-Time Demand Response Resource Disaggregation.

Market Participants with a Capacity Supply Obligation that is being fulfilled using a Real-Time Demand Response Resource in a Load Zone shall, prior to the start of the relevant Capacity Commitment Period, disaggregate that Real-Time Demand Response Resource into one or more Real-Time Demand Response Resources located within one or more Dispatch Zones within the original Load Zone. The sum of the Capacity Values of the disaggregated Real-Time Demand Response Resources located within one or more Dispatch Zones within the Load Zone must be equal to the initial Capacity Supply Obligation within the original Load Zone. If the sum of the Capacity Values of the disaggregated Real-Time Demand Response Resources located within one or more Dispatch Zones within a Load Zone is less than the initial Capacity Supply Obligation by the start of the relevant Capacity Commitment Period, and the Market Participant does not transfer the entire difference through a Capacity Supply Obligation Bilateral or an annual reconfiguration auction by the beginning of the relevant Capacity Commitment Period, then the Market Participant will be deemed to have failed to meet its Capacity Supply Obligation, in which case the ISO shall terminate the Market Participant's Capacity Supply Obligation associated with the resource in the amount of the difference (which shall then be entered into subsequent reconfiguration auctions), terminate the Market Participant's right to any payments associated with the terminated Capacity Supply Obligation, and retain any applicable financial assurance associated with the terminated Capacity Supply Obligation.

III.13.1.4.6.2.2. Real-Time Emergency Generation Resource Disaggregation.

Market Participants with a Capacity Supply Obligation that is being fulfilled using a Real-Time Emergency Generation Resource in a Load Zone shall, prior to the start of the relevant Capacity Commitment Period, disaggregate that Real-Time Emergency Generation Resource into one or more Real-Time Emergency Generation Resources located within one or more Dispatch Zones within the original Load Zone. The sum of the Capacity Values of the disaggregated Real-Time Emergency Generation Resources located within one or more Dispatch Zones within the Load Zone must be equal to the initial Capacity Supply Obligation within the original Load Zone. If the sum of the Capacity Values of the disaggregated Real-Time Emergency Generation Resources located within one or more Dispatch Zones within a Load Zone is less than the initial Capacity Supply Obligation by the start of the relevant Capacity Commitment Period, and the Market Participant does not transfer the entire difference through a Capacity Supply Obligation Bilateral or an annual reconfiguration auction by the beginning of the

relevant Capacity Commitment Period, then the Market Participant will be deemed to have failed to meet its Capacity Supply Obligation in which case the ISO shall terminate the Market Participant's Capacity Supply Obligation associated with the resource in the amount of the difference (which shall then be entered into subsequent reconfiguration auctions), terminate the Market Participant's right to any payments associated with the terminated Capacity Supply Obligation, and retain any applicable financial assurance associated with the terminated Capacity Supply Obligation.

III.13.1.4.7. [Reserved.]

III.13.1.4.8. [Reserved.]

III.13.1.4.9. Restrictions on Real-Time Demand Response Asset, Real-Time Emergency Generation Asset, On-Peak Demand Resource and Seasonal Peak Demand Resource Registration.

A Market Participant may not register and, if previously registered, must retire in accordance with Section III.13.1.4.9.1, a Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or asset associated with an On-Peak Demand Resource or Seasonal Peak Demand Resource that is comprised of:

(a) the customers of Host Utilities that distributed more than 4 million MWh in the previous fiscal year if the relevant electric retail regulatory authority prohibits such customers' demand response to be bid into the ISO-administered markets or programs, or

(b) the customers of Host Utilities that distributed 4 million MWh or less in the previous fiscal year, unless the relevant electric retail regulatory authority permits such customers' demand response to be bid into the ISO-administered markets or programs.

III.13.1.4.9.1. Requirement for Real-Time Demand Response Asset, Real-Time Emergency Generation Asset, On-Peak Demand Resource and Seasonal Peak Demand Resource Retirement.

A Market Participant must retire a previously registered Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or asset associated with an On-Peak Demand Resource or Seasonal Peak Demand Resource that is comprised of customers specified in subsections (a) or (b) of Section III.13.1.4.9 no later than 12 months from the date that the ISO receives notice that the relevant electric retail

regulatory authority prohibits such customer's demand response to be bid into the ISO-administered markets or programs or May 31, 2013, whichever is later.

III.13.1.4.10. Providing Information On Demand Response Capacity, Real-Time Demand Response and Real-Time Emergency Generation Resources.

If requested by a Market Participant with a registered Load Asset, the ISO will provide the following information about end-use customers served by the Market Participant: (a) whether the end-use customer's facility is registered with the ISO as part of an asset and whether the asset is associated with a Demand Response Resource, Real-Time Demand Response Resource or Real-Time Emergency Generation Resource, and; (b) the load reduction capability of the asset, as specified in the ISO's asset registration system, to which the end-use customer's facility is registered.

III.13.1.4.11. Assignment of Demand Assets to a Demand Resource.

The following mapping provisions apply to Demand Resources other than Demand Response Capacity Resources, the mapping for which is addressed in Appendix E to Market Rule 1.

(a) When a demand asset can be mapped to more than one Demand Resource, any demand assets shall be mapped to a commercial Demand Resource whose demand reduction capability is less than the lower of (i) its commercial capacity, as reflected in the resource's highest audit value or (ii) its highest Capacity Supply Obligation acquired for the current Capacity Commitment Period or any future Capacity Commitment Period, before being mapped to a non-commercial Demand Resource or non-commercial increment of a Demand Resource.

(b) A demand asset cannot be unmapped from a Demand Resource if, following the unmapping, the sum of the audit values of the remaining demand assets that are mapped to the Demand Resource would be lower than the resource's highest Capacity Supply Obligation acquired for the current Capacity Commitment Period or any future Capacity Commitment Period.

III.13.1.5. Offers Composed of Separate Resources.

Separate resources seeking to participate together in a Forward Capacity Auction shall submit a composite offer form no later than 10 Business Days after the date on which the ISO provides qualification determination notifications, as described in Section III.13.1.1.2.8, Section III.13.1.2.4, and Section III.13.1.2.4.5.3. Offers composed of separate resources may not be modified or withdrawn after

the deadline for submission of the composite offer form. Separate resources may together participate in a Forward Capacity Auction as a single resource if the following conditions are met:

(a) In all months of the summer period (June through September where the summer resource is not a Demand Resource, April through November where the summer resource is a Demand Resource) of the Capacity Commitment Period, only one resource may be used to supply the amount of capacity offered during the entire summer period. In all months of the winter period (October through May where the summer resource is not a Demand Resource, December through March where the summer resource is a Demand Resource) of the Capacity Commitment Period, multiple resources may be combined to supply the amount of capacity offered, provided that: (i) the resources together meet the amount of the offer in all months of the winter period; and (ii) to combine for a month, that month must be considered a winter month for both the summer resource and the resource combining with that summer resource in that month.

(b) Each resource that is part of an offer composed of separate resources must qualify in accordance with all of the provisions of this Section III.13.1.5 applicable to that resource type. An offer composed of separate resources participates in the Forward Capacity Auction in accordance with the resource type of the resource providing capacity in the summer period. A resource electing (pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5) to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which its New Capacity Offer clears shall not be eligible to participate in an offer composed of separate resources as the resource providing capacity in the summer period in the Forward Capacity Auction in which the resource is a New Generating Capacity Resource or New Demand Resource.

(c) The summer Qualified Capacity of an offer composed of separate resources shall be the summer Qualified Capacity of the single resource that will provide the Capacity Supply Obligation during the summer period. If the summer Qualified Capacity of an offer composed of separate resources is greater than the winter capacity for any month, then the provisions of Section III.13.1.2.2.5.2 shall apply, even where any of the resources comprising the offer composed of separate resources is an Intermittent Power Resource or Intermittent Settlement Only Resource. If the winter capacity of the offer composed of separate resources in any month is higher than the summer Qualified Capacity, then the capacity offered from the winter resources will be reduced pro-rata to equal the summer Qualified Capacity.

- (d) If an offer is composed of separate resources, and is intended to meet the Local Sourcing Requirement in an import-constrained Capacity Zone, then each resource comprising the offer must be located in that import-constrained Capacity Zone.
- (e) If an offer is composed of separate resources, and is intended to meet the capacity requirement in the Rest-of-Pool Capacity Zone, then each resource comprising the offer must be located in a Capacity Zone that is not export-constrained.
- (f) If an offer is composed of separate resources, and is for capacity in an export-constrained Capacity Zone, then each resource comprising the offer must be located inside of the export-constrained Capacity Zone or be located in any non-export constrained Capacity Zone.
- (g) A Real-Time Emergency Generation Resource may only participate in an offer composed of separate resources as a winter resource if the summer resource is also a Real-Time Emergency Generation Resource.
- (h) A Renewable Technology Resource may only participate in an offer composed of separate resources if its FCA Qualified Capacity has not been prorated pursuant to Section III.13.1.1.2.10.

III.13.1.5.A. Notification of FCA Qualified Capacity.

No later than five Business Days after the deadline for submission of offers composed of separate resources, the ISO shall notify the Project Sponsor or Lead Market Participant for each New Generating Capacity Resource, New Import Capacity Resource, and New Demand Resource of the resource's final FCA Qualified Capacity for the Forward Capacity Auction. Such notification will detail the resource's financial assurance requirements in accordance with Section III.13.1.9.

III.13.1.6. Self-Supplied FCA Resources.

Where a Project Sponsor elects to designate all or a portion of a New Generating Capacity Resource or an Existing Generating Capacity Resource as a Self-Supplied FCA Resource, the Project Sponsor must make such designation in writing to the ISO no later than the date by which the Project Sponsor is required to submit the FCM Deposit and, if the Project Sponsor is not also the associated load serving entity, the Project Sponsor must at that time provide written confirmation from the load serving entity regarding the Self-Supplied FCA Resource designation. A New Import Capacity Resource or Existing Import Capacity Resource may be designated as a Self-Supplied FCA Resource. All Self-Supplied FCA

Resources shall be subject to the eligibility and locational requirements in this Section III.13.1.6. If designated as a Self-Supplied FCA Resource and otherwise accepted in the qualification process, the resource will clear in the Forward Capacity Auction as described in Section III.13.2.3.2(c) and, with the exception of demand programs for Self-Supplied FCA Resources, shall offset an equal amount of the load serving entity's Capacity Load Obligation in the Capacity Commitment Period. A load serving entity seeking to self-supply using a Demand Resource shall realize the benefit through the actual reduction in its annual system coincident peak load, shall not receive credit for a resource and, therefore, is not required to participate in the qualification process described in this Section III.13.1. All designations as a Self-Supplied FCA Resource in the Forward Capacity Auction qualification process are binding.

III.13.1.6.1. Self-Supplied FCA Resource Eligibility.

Where all or a portion of a resource is designated as a Self-Supplied FCA Resource, it shall also maintain its status as a New Generating Capacity Resource, Existing Generating Capacity Resource, New Import Capacity Resource or Existing Import Capacity Resource, and must satisfy the Forward Capacity Auction qualification process requirements set forth in the remainder of Section III.13.1 applicable to that resource type, in addition to the requirements of this Section III.13.1.6. Where an offer composed of separate resources is designated as a Self-Supplied FCA Resource, all of the requirements and deadlines specified in Section III.13.1.5 shall apply to that offer, in addition to the requirements of this Section III.13.1.6. The total quantity of capacity that an load serving entity designates as Self-Supplied FCA Resources may not exceed the load serving entity's projected share of the Installed Capacity Requirement during the Capacity Commitment Period which shall be calculated by determining the load serving entity's most recent percentage share of the Installed Capacity Requirement multiplied by the projected Installed Capacity Requirement for the commitment year. No resource may be designated as a Self-Supplied FCA Resource for more MW than the lesser of that resource's summer Qualified Capacity and winter Qualified Capacity.

III.13.1.6.2. Locational Requirements for Self-Supplied FCA Resources.

In order to participate in the Forward Capacity Auction as a Self-Supplied FCA Resource for a load in an import-constrained Capacity Zone, the Self-Supplied FCA Resource must be located in the same Capacity Zone as the associated load, unless the Self-Supplied FCA Resource is a pool-planned unit or other unit with a special allocation of Capacity Transfer Rights. In order to participate in the Forward Capacity Auction as a Self-Supplied FCA Resource in an export-constrained Capacity Zone for a load outside that export-constrained Capacity Zone, the Self-Supplied FCA Resource must be a pool-planned unit or other unit with a special allocation of Capacity Transfer Rights.

III.13.1.7. Internal Market Monitor Review of Offers and Bids.

In addition to the other provisions of this Section III.13.1, the Internal Market Monitor shall have the authority to review in the qualification process each resource's summer and winter Seasonal Claimed Capability if it is significantly lower than historical values, and if the Internal Market Monitor determines that it may be an attempt to exercise physical withholding, the matter will be referred to the Commission in accordance with the protocols set forth in Appendix A to the Commission's Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)). Where an entity submits: (i) an offer as a New Generating Capacity Resource, a New Import Capacity Resource or a New Demand Resource; and (ii) a Static De-List Bid, a Permanent De-List Bid, an Export Bid or an Administrative Export De-List Bid in the same Forward Capacity Auction, the Internal Market Monitor shall take appropriate steps to ensure that the resource bid to de-list or export in the Forward Capacity Auction is not inappropriately replaced by that new capacity in a subsequent reconfiguration auction or Capacity Supply Obligation Bilateral. In its review of any offer or bid pursuant to this Section III.13.1.7, the Internal Market Monitor may consult with the Project Sponsor or Market Participant, as appropriate, to seek clarification, or to address questions or concerns regarding the materials submitted.

III.13.1.8. Publication of Offer and Bid Information.

- (a) Resource name, quantity, price, and Load Zone (or interface, as applicable) in which the resource is located about each Permanent De-list Bid will be posted no later than 15 days after the Forward Capacity Auction is conducted.
- (b) The quantity, price, and Load Zone (or interface, as applicable) in which the resource is located of each Static De-List Bid will be posted no later than 15 days after the Forward Capacity Auction is conducted.
- (c) Name of submitter, quantity, and interface of Export Bids and Administrative Export Bids shall be published no later than 15 days after the Forward Capacity Auction is conducted.
- (d) Name of submitter, quantity, and interface about offers from New Import Capacity Resources shall be published no later than 15 days after the Forward Capacity Auction is conducted.
- (e) If a Permanent De-List Bid above the Dynamic De-List Bid Threshold or a Static De-List Bid is approved by the Internal Market Monitor, resource name, quantity, price, and Load Zone (or interface, as

applicable) in which the resource is located shall be published no later than 15 days after the Forward Capacity Auction is conducted.

(f) The name of each Lead Market Participant submitting de-list bids, as well as the number and type of de-list bids submitted by each Lead Market Participant, shall be published no later than three Business Days after the ISO issues the qualification determination notifications described in Sections III.13.1.1.2.8, III.13.1.2.4, and III.13.1.3.5.7. Authorized Persons of Authorized Commissions will be provided confidential access to full information about posted Static De-list Bids and Permanent De-List Bids upon request pursuant to Section 3.3 of the ISO New England Information Policy.

III.13.1.9. Financial Assurance.

Except as noted in this Section III.13.1.9, all financial assurance requirements associated with Forward Capacity Auctions and annual reconfiguration auctions and other payments and charges resulting from the Forward Capacity Market shall be governed by the ISO New England Financial Assurance Policy.

III.13.1.9.1. Financial Assurance for New Generating Capacity Resources and New Demand Resources Participating in the Forward Capacity Auction.

In order to participate in any Forward Capacity Auction, New Generating Capacity Resources (including Conditional Qualified New ~~Generating Capacity~~ Resources) and New Demand Resources shall be required to meet the financial assurance requirements as described in the ISO New England Financial Assurance Policy. Timely payment of the FCM Deposit by the Project Sponsor for a New Generating Capacity Resource or New Demand Resource accepted for participation in the Forward Capacity Auction constitutes a commitment to offer the full FCA Qualified Capacity of that New Generating Capacity Resource or New Demand Resource in the Forward Capacity Auction at the Forward Capacity Auction Strting Price. If the FCM Deposit is not received within the timeframe specified in the ISO New England Financial Assurance Policy, the New Generating Capacity Resource or New Demand Resource shall not be permitted to participate in the Forward Capacity Auction. If capacity offered by the New Generating Capacity Resource or New Demand Resource clears in the Forward Capacity Auction, financial assurance required prior to the auction pursuant to FAP shall be applied toward the resource's financial assurance obligation, as described in the ISO New England Financial Assurance Policy. If no capacity offered by that New Generating Capacity Resource or New Demand Resource clears in the Forward Capacity Auction, the financial assurance required prior to the auction pursuant to FAP will be released pursuant to the terms of the ISO New England Financial Assurance Policy.

III.13.1.9.2. Financial Assurance for New Generating Capacity Resources and New Demand Resources Clearing in a Forward Capacity Auction.

Where a New Generating Capacity Resource's offer or a New Demand Resource's offer is accepted in a Forward Capacity Auction, that resource must provide financial assurance as described in the ISO New England Financial Assurance Policy.

III.13.1.9.2.1. Failure to Provide Financial Assurance or to Meet Milestone.

If a New Generating Capacity Resource or New Demand Resource: (i) fails to provide the required financial assurance as described in the ISO New England Financial Assurance Policy or (ii) has its Capacity Supply Obligation terminated by the ISO pursuant to Section III.13.3.4(c), it shall lose its Capacity Supply Obligation (which shall then be entered by the ISO into subsequent annual reconfiguration auctions) and its right to any payments associated with that Capacity Supply Obligation, and it shall forfeit any financial assurance provided with respect to that Capacity Supply Obligation.

III.13.1.9.2.2. Release of Financial Assurance.

Once a New Generating Capacity Resource or New Demand Resource achieves Commercial Operation and is tested for its capacity rating, its financial assurance obligation shall be released pursuant to the terms of the ISO New England Financial Assurance Policy and it shall have the same financial assurance requirements as an Existing Generating Capacity Resource, as governed by the ISO New England Financial Assurance Policy. If a New Generating Capacity Resource or New Demand Resource is only capable of delivering less than the amount of capacity that cleared in the Forward Capacity Auction, then the portion of its financial assurance associated with the shortfall shall be forfeited. Any resulting shortfall in capacity shall then be entered by the ISO into subsequent annual reconfiguration auctions.

III.13.1.9.2.2.1. [Reserved.]

III.13.1.9.2.3. Forfeit of Financial Assurance.

Where any financial assurance is forfeited pursuant to the provisions of Section III.13, there shall be no further coverage for such forfeit under the ISO New England Billing Policy. Any financial assurance that is forfeited pursuant to Section III.13 shall be used to reduce charges incurred by load in the relevant Capacity Zone to replace that capacity.

III.13.1.9.2.4. Financial Assurance for New Import Capacity Resources.

A New Import Capacity Resource that is backed by a new External Resource or will be delivered over an Elective Transmission Upgrade with a Capacity Network Import Interconnection Service Interconnection Request pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff shall be subject to the same financial assurance requirements as a New Generating Capacity Resource, as described in Section III.13.1.9.1 and Section III.13.1.9.2. Once the new External Resource or the Elective Transmission Upgrade achieves Commercial Operation, the New Import Capacity Resource shall be subject to the same financial assurance requirements as an Existing Generating Capacity Resource, as described in Section III.13.1.9. A New Import Capacity Resource that is backed by one or more existing External Resources or by an external Control Area shall be subject to the same financial assurance requirements as an Existing Generating Capacity Resource, as governed by the ISO New England Financial Assurance Policy.

III.13.1.9.3. Qualification Process Cost Reimbursement Deposit.

For each New Capacity Show of Interest Form and New Demand Resource Show of Interest Form submitted for the purposes of qualifying for either a Forward Capacity Auction or reconfiguration auction, the Project Sponsor must submit to the ISO a refundable deposit in the amount shown in the table below (“Qualification Process Cost Reimbursement Deposit”). The Qualification Process Cost Reimbursement Deposit must be received in accordance with the ISO New England Billing Policy. Such deposit shall be used for costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owners, associated with the qualification process described in Section III.13.1 and with the critical path schedule monitoring described in Section III.13.3. An additional Qualification Process Cost Reimbursement Deposit is not required if: (i) the Project Sponsor is actively seeking qualification for another Forward Capacity Auction or annual reconfiguration auction, or is having the project’s critical path schedule monitored pursuant to Section III.13.3; and (ii) the costs already incurred in the qualification process and critical path schedule monitoring do not equal or exceed 90 percent of the amount of the previously-submitted Qualification Process Cost Reimbursement Deposit(s). The ISO shall provide the Project Sponsor with an annual statement in writing of the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. In any case where resources are aggregated or disaggregated, the associated Qualification Process Cost Reimbursement Deposits will be adjusted as appropriate. After aggregation or disaggregation of resources, historical data regarding the costs already incurred in the qualification process of the original resources will no longer be provided. Coincident with the issuance of the annual statement, where incurred costs are equal to or greater than 90 percent of the Qualification

Process Cost Reimbursement Deposit(s) previously submitted, the ISO will issue an invoice in the amount determined pursuant to the Qualification Process Cost Reimbursement Deposit table contained in Section III.13.1.9.3.1 plus any excess of costs incurred to date by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owners, associated with the qualification process described in Section III.13.1 and with the critical path schedule monitoring described in Section III.13.3. Any refunds that may result from aggregation of resources will be issued coincident with the annual statement. Payment on the invoice must be received in accordance with the ISO New England Billing Policy. If the Project Sponsor fails to pay the amount due by the stated due date, the ISO will consider the resources that were invoiced withdrawn by the Project Sponsor. Such a withdrawal shall be irrevocable, and payment on the invoice after the due date will not remedy the failure to pay or the withdrawal.

III.13.1.9.3.1. Partial Waiver Of Deposit.

A portion of the deposit shall be waived when there is an active Interconnection Request and an executed Interconnection Feasibility Study Agreement or Interconnection System Impact Study Agreement under Schedule 22, ~~23~~ or ~~23-25~~ of Section II of the Transmission, Markets and Services Tariff ~~the OATT~~ or where a resource modification does not require a revision to the Interconnection Agreement.

<p>New Generating Resources ≥ 20 MW or an Import Capacity Resource associated with an Elective Transmission Upgrade that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff</p>	<p>New Generating Resources < 20 MW and ≥ 2 MW</p>	<p>Imports and New Demand Resources (including Distributed Generation)</p>		<p>New Generating Resources < 2 MW</p>
<p><i>Including Up-rates, Re-powering, Environmental Compliance & Intermittent Power</i></p>	<p><i>Including Up-rates, Re-powering, Environmental Compliance & Intermittent Power</i></p>			

<i>Resources</i>	<i>Resources</i>			
\$25,000	\$7,500	\$1,000		\$500
<i>With Executed Interconnection Feasibility Study Agreement or System Impact Study Agreement</i>	<i>With Executed Interconnection Feasibility Study Agreement or System Impact Study Agreement</i>			
\$15,000	\$6500	n/a		n/a

III.13.1.9.3.2. Settlement of Costs.

III.13.1.9.3.2.1. Settlement Of Costs Associated With Resources Participating In A Forward Capacity Auction Or Reconfiguration Auction.

Upon the latter of: (i) the first day of the Capacity Commitment Period for which a resource offers into the Forward Capacity Market or (ii) the date on which the entire resource is accepted by the ISO for Commercial Operation, the ISO shall provide the Project Sponsor with a statement in writing of the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. If any portion of the Qualification Process Cost Reimbursement Deposit exceeds the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owner(s) associated with the qualification process and critical path schedule monitoring, the ISO shall refund to the Project Sponsor the excess including interest calculated in accordance with 18 CFR § 35.19a(a)(2). If the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring exceed the Qualification Process Cost Reimbursement Deposit, the Project Sponsor shall pay such excess, including interest calculated in accordance with 18 CFR § 35.19a(a)(2) – For Demand Resources, the ISO shall provide all of the above concurrently with the annual statement required under Section III.13.1.9.3.

III.13.1.9.3.2.2. Settlement Of Costs Associated With Resources That Withdraw From A Forward Capacity Auction Or Reconfiguration Auction.

Upon the withdrawal or failure to meet the requirements of the qualification process set forth in Section III.13.1, the ISO shall provide the Project Sponsor with a statement in writing of the costs incurred by the

ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. A Project Sponsor that withdraws or is deemed to have withdrawn its request for qualification shall pay to the ISO all costs prudently incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. The ISO shall refund to the Project Sponsor any portion of the Qualification Process Cost Reimbursement Deposit that exceeds the costs associated with the qualification process and critical path schedule monitoring incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), including interest calculated in accordance with 18 CFR § 35.19a(a)(2). The ISO shall charge the Project Sponsor the amount of such costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), that exceeds the Qualification Process Cost Reimbursement Deposit, including interest calculated in accordance with 18 CFR § 35.19a(a)(2). For Demand Resources, the ISO shall provide all of the above concurrently with the annual statement required under Section III.13.1.9.3.

III.13.1.9.3.2.3. Crediting Of Reimbursements.

Cost reimbursements received (excluding amounts passed through to the ISO's consultants and to affected Transmission Owner(s)) by the ISO pursuant to this Section III.13.1.9.3.2 shall be credited against revenues received by the ISO pursuant to Section IV.A.6.1 of the Transmission, Markets and Services Tariff.

III.13.1.10. Forward Capacity Auction Qualification Schedule.

The table below provides the major dates and deadlines for each of the first eight Forward Capacity Auctions.

New Capacity Show of Interest Submission Window	Existing Capacity Qualification Deadline	New Capacity Qualification Deadline	First Day of Forward Capacity Auction for the Capacity Commitment Period	Capacity Commitment Period Begins
For all resources except Demand Resources, Nov. 1, 2006 through Jan. 2, 2007 For Demand Resources, Dec. 18, 2006 through Feb. 28, 2007	Apr. 30, 2007	June 15, 2007	Feb. 4, 2008	June 1, 2010
Sept. 18, 2007 through Nov. 14, 2007	Mar. 14, 2008	Apr. 29, 2008	Dec. 8, 2008	June 1, 2011
July 15, 2008 through Sep. 16, 2008	Feb. 3, 2009	Feb. 17, 2009	Oct. 5, 2009	June 1, 2012
May 15, 2009 through July 14, 2009	Dec. 1, 2009	Dec. 15, 2009	Aug. 2, 2010	June 1, 2013
Mar. 15, 2010 through May 14, 2010	Oct. 1, 2010	Oct. 15, 2010	June 6, 2011	June 1, 2014
Mar. 1, 2011 through Mar. 14, 2011	Aug. 1, 2011	Aug. 15, 2011	Apr. 2, 2012	June 1, 2015
Jan. 3, 2012 through Jan. 17, 2012	June 1, 2012	June 15, 2012	Feb. 4, 2013	June 1, 2016
Feb. 14, 2013 through Feb. 28, 2013	June 3, 2013	June 17, 2013	Feb. 3, 2014	June 1, 2017

Beginning with the timeline for the Capacity Commitment Period beginning on June 1, 2017 (the eighth Forward Capacity Auction), and for each Capacity Commitment Period thereafter, the deadlines will be consistent for each Capacity Commitment Period, as follows:

- (a) each Capacity Commitment Period shall begin in June;
- (b) the New Capacity Show of Interest Submission Window will be in February (after the Forward Capacity Auction for the prior Capacity Commitment Period), approximately four years and three months before the beginning of the Capacity Commitment Period;
- (c) the Existing Capacity Qualification Deadline will be in June just over four years before the beginning of the Capacity Commitment Period;
- (d) the New Capacity Qualification Deadline will be in June or July that is just under four years before the beginning of the Capacity Commitment Period; and
- (e) the Forward Capacity Auction for the Capacity Commitment Period will begin in February approximately three years and four months before the beginning of the Capacity Commitment Period.

The table below shows this generic timeline for the Capacity Commitment Period beginning in year “X”, where X is any year after 2015.

New Capacity Show of Interest Submission Window	Existing Capacity Qualification Deadline	New Capacity Qualification Deadline	First Day of Forward Capacity Auction for the Capacity Commitment Period	Capacity Commitment Period Begins
Feb. (X-4)	June (X-4)	June/July (X-4)	Feb. (X-3)	June X

III.13.1.11 Opt-Out for Resources Electing Multiple-Year Treatment.

Beginning in the qualification process for the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), any resource that had elected in a Forward Capacity

Auction prior to the ninth Forward Capacity Auction (pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5) to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which its New Capacity Offer cleared may, by submitting a written notification to the ISO no later than the Existing Capacity Qualification Deadline (or, in the case of the ninth Forward Capacity Auction, no later than September 19, 2014), opt-out of the remaining years of the resource's multiple-year election. A decision to so opt-out shall be irrevocable. A resource choosing to so opt-out will participate in subsequent Forward Capacity Auctions in the same manner as other Existing Capacity Resources.

III.13.2. Annual Forward Capacity Auction.

III.13.2.1. Timing of Annual Forward Capacity Auctions.

Except with respect to the first six Forward Capacity Auctions (as described in Section III.13.1.10), each Forward Capacity Auction will be conducted beginning on the first Monday in the February that is approximately three years and four months before the beginning of the associated Capacity Commitment Period (unless, no later than the immediately preceding December 1, an alternative date is announced by the ISO), or, where exigent circumstances prevent the start of the Forward Capacity Auction at that time, as soon as possible thereafter.

III.13.2.2. Amount of Capacity Cleared in Each Forward Capacity Auction.

The total amount of capacity cleared in each Forward Capacity Auction shall be determined using the System-Wide Capacity Demand Curve pursuant to Section III.13.2.3.3.

The System-Wide Capacity Demand Curve is defined as follows:

- (a) For quantities less than the Installed Capacity Requirement (net of HQICCs) at 0.200 LOLE, the price is max [1.6 multiplied by Net CONE, CONE];
- (b) For quantities equal to or greater than the Installed Capacity Requirement (net of HQICCs) at 0.200 LOLE, but less than 0.011 LOLE, the price will be determined by a straight line between the price at 0.200 LOLE (which shall be max [1.6 multiplied by Net CONE, CONE] and the price at 0.011 LOLE (which shall be zero);
- (c) For quantities equal to or greater than the Installed Capacity Requirement (net of HQICCs) at 0.011 LOLE, the price is zero.

III.13.2.3. Conduct of the Forward Capacity Auction.

The Forward Capacity Auction shall be a descending clock auction, which will determine, subject to the provisions of Section III.13.2.7, the Capacity Clearing Price for each Capacity Zone modeled in that Forward Capacity Auction pursuant to Section III.12.4, and the Capacity Clearing Price for certain offers from New Import Capacity Resources and Existing Import Capacity Resources pursuant to Section III.13.2.3.3(d). The Forward Capacity Auction shall determine the outcome of all offers and bids accepted

during the qualification process and submitted during the auction. Each Forward Capacity Auction shall be conducted as a series of rounds, which shall continue (for up to five consecutive Business Days, with up to eight rounds per day, absent extraordinary circumstances) until the Forward Capacity Auction is concluded for all modeled Capacity Zones in accordance with the provisions of Section III.13.2.3.3. Each round of the Forward Capacity Auction shall consist of the following steps, which shall be completed simultaneously for each Capacity Zone included in the round:

III.13.2.3.1. Step 1: Announcement of Start-of-Round Price and End-of-Round Price.

For each round, the auctioneer shall announce a single Start-of-Round Price (the highest price associated with a round of the Forward Capacity Auction) and a single (lower) End-of-Round Price (the lowest price associated with a round of the Forward Capacity Auction). In the first round, the Start-of-Round Price shall equal the Forward Capacity Auction Starting Price for all modeled Capacity Zones. In each round after the first round, the Start-of-Round Price shall equal the End-of-Round Price from the previous round.

III.13.2.3.2. Step 2: Compilation of Offers and Bids.

The auctioneer shall compile all of the offers and bids for that round, as follows:

(a) Offers from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources.

(i) The Project Sponsor for any New Generating Capacity Resource, New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource accepted in the qualification process for participation in the Forward Capacity Auction may submit an offer (a “New Capacity Offer”) indicating the quantity of capacity that the Project Sponsor would commit to provide from the resource (in the associated modeled Capacity Zone during the qualification process) during the Capacity Commitment Period at that round’s prices. A New Capacity Offer shall be defined by the submission of one to five prices, each strictly less than the Start-of-Round Price but greater than or equal to the End-of-Round Price, and an associated quantity in the associated modeled Capacity Zone. Each price shall be expressed in units of dollars per kilowatt-month to an accuracy of at most three digits to the right of the decimal point, and each quantity shall be expressed in units of MWs to an accuracy of at most three digits to the right of the decimal point. Such a New Capacity Offer shall imply a

supply curve indicating quantities offered at all of that round's prices, pursuant to the convention of Section III.13.2.3.2(a)(iii).

(ii) If the Project Sponsor of a New Generating Capacity Resource, a New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource elects to offer in a Forward Capacity Auction, the Project Sponsor must offer the resource's full FCA Qualified Capacity at the Forward Capacity Auction Starting Price in the first round of the auction. A New Capacity Offer for a resource may in no event be for greater capacity than the resource's full FCA Qualified Capacity at any price. A New Capacity Offer for a resource may not be for less capacity than the resource's Economic Minimum Limit at any price, except where the New Capacity Offer is for a capacity quantity of zero.

(iii) Let the Start-of-Round Price and End-of-Round Price for a given round be P_S and P_E , respectively. Let the m prices ($1 \leq m \leq 5$) submitted by a Project Sponsor for a modeled Capacity Zone be p_1, p_2, \dots, p_m , where $P_S > p_1 > p_2 > \dots > p_m \geq P_E$, and let the associated quantities submitted for a New Generating Capacity Resource, New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource be q_1, q_2, \dots, q_m . Then the Project Sponsor's supply curve, for all prices strictly less than P_S but greater than or equal to P_E , shall be taken to be:

$$S(p) = \begin{cases} q_0, & \text{if } p > p_1, \\ q_1, & \text{if } p_2 < p \leq p_1, \\ q_2, & \text{if } p_3 < p \leq p_2, \\ \dots & \dots, \\ q_m, & \text{if } p \leq p_m. \end{cases}$$

where, in the first round, q_0 is the resource's full FCA Qualified Capacity and, in subsequent rounds, q_0 is the resource's quantity offered at the lowest price of the previous round.

(iv) Except for Renewable Technology Resources, a New Generating Capacity Resource (except a Renewable Technology Resource), New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource may not include any capacity in a New Capacity Offer during the Forward Capacity Auction at any price below the resource's New Resource Offer Floor Price. The amount of capacity included in each New

Capacity Offer at each price shall be included in the aggregate supply curves at that price as described in Section III.13.2.3.3.

(v) Except as described in Section III.A.21.2(a), capacity associated with a New Import Capacity Resource that is associated with a pivotal supplier (as described in Section III.A.21.2) shall be automatically included in the aggregate supply curves as described in Section III.13.2.3.3 at prices at or above the resource's New Resource Offer Floor Price and shall be removed from the aggregate supply curves at prices below the resource's New Resource Offer Floor Price.

(b) **Bids from Existing Capacity Resources Accepted in Qualification.** Static De-List Bids, Permanent De-List Bids, and Export Bids from Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources submitted and accepted in the qualification process (or as directed by the Commission) shall be automatically bid into the appropriate round(s) of the Forward Capacity Auction, such that each such resource's FCA Qualified Capacity will be included in the aggregate supply curves as described in Section III.13.2.3.3. until any Static De-List Bid, Permanent De-List Bid, or Export Bid clears in the Forward Capacity Auction, as described in Section III.13.2.5.2, and is removed from the aggregate supply curves. Administrative Export De-List Bids shall be automatically entered into the first round of the Forward Capacity Auction at the Forward Capacity Auction Starting Price. If the amount of capacity associated with Export Bids for an interface exceeds the transfer limit of that interface (minus any accepted Administrative De-List Bids over that interface), then the set of Export Bids associated with that interface equal to the interface's transfer limit (minus any accepted Administrative De-List Bids over that interface) having the highest bid prices shall be included in the auction as described above; capacity for which Export Bids are not included in the auction as a result of this provision shall be entered into the auction pursuant to Section III.13.2.3.2(c).

(c) **Existing Capacity Resources Not Having Accepted De-List or Export Bids and Self-Supplied FCA Resources.** Each Existing Generating Capacity Resource, Existing Import Capacity Resource, and Existing Demand Resource that did not submit a Static De-List Bid, a Permanent De-List Bid, an Export Bid, or an Administrative Export De-List Bid in its Existing Capacity Qualification Package, or an Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource that did not have any such bid accepted in the qualification process, and each existing Self-Supplied FCA Resource shall be automatically entered into each round of the Forward Capacity

Auction at its FCA Qualified Capacity, such that the resource's FCA Qualified Capacity will be included in the aggregate supply curves as described in Section III.13.2.3.3, except where such resource, if permitted, submits an appropriate Dynamic De-List Bid, as described in Section III.13.2.3.2(d). Each new Self-Supplied FCA Resource shall be automatically entered into each round of the Forward Capacity Auction at its designated self-supplied quantity at prices at or above the resource's New Resource Offer Floor Price, such that the resource's designated self-supply quantity will be included in the aggregate supply curves as described in Section III.13.2.3.3.

(d) **Dynamic De-List Bids.** In any round of the Forward Capacity Auction in which prices are below the Dynamic De-List Bid Threshold, any Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource (but not any Self-Supplied FCA Resources) may submit a Dynamic De-List Bid at prices below the Dynamic De-List Bid Threshold. Such a bid shall be defined by the submission of one to five prices, each less than the Dynamic De-List Bid Threshold (or the Start-of-Round Price, if lower than the Dynamic De-List Bid Threshold) but greater than or equal to the End-of-Round Price, and a single quantity associated with each price. Such a bid shall be expressed in the same form as specified in Section III.13.2.3.2(a)(i) and shall imply a curve indicating quantities at all of that round's relevant prices, pursuant to the convention of Section III.13.2.3.2(a)(iii). The curve may in no case increase the quantity offered as the price decreases. A dynamic De-List Bid may not offer less capacity than the resource's Economic Minimum Limit at any price, except where the amount of capacity offered is zero. All Dynamic De-List Bids are subject to a reliability review as described in Section III.13.2.5.2.5, and if not rejected for reliability reasons, shall be included in the round in the same manner as Static De-List Bids as described in Section III.13.2.3.2(b). Where a resource elected pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5 to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, the capacity associated with any resulting Capacity Supply Obligation may not be subject to a Dynamic De-List Bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply. Where a Lead Market Participant submits any combination of Dynamic De-List Bid, Static De-List Bid, Export Bid, and Administrative Export De-List Bid for a single resource, none of the prices in a set of price-quantity pairs associated with a bid may be the same as any price in any other set of price-quantity pairs associated with another bid for the same resource.

(e) **Repowering.** Offers and bids associated with a resource participating in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2 (resources previously counted as capacity resources) shall be addressed in the Forward Capacity Auction in accordance with the provisions of this Section III.13.2.3.2(e). The Project Sponsor shall offer such a New Generating Capacity Resource into the Forward Capacity Auction in the same manner and pursuant to the same rules as other New Generating Capacity Resources, as described in Section III.13.2.3.2(a). As long as any capacity is offered from the New Generating Capacity Resource, the amount of capacity offered is the amount that the auctioneer shall include in the aggregate supply curve at the relevant prices, and the quantity of capacity offered from the associated Existing Generating Capacity Resource shall not be included in the aggregate supply curve. If any portion of the New Generating Capacity Resource clears in the Forward Capacity Auction, the associated Existing Generating Capacity Resource shall be permanently de-listed as of the start of the associated Capacity Commitment Period. If at any price, no capacity is offered from the New Generating Capacity Resource, then the auctioneer shall include capacity from the associated Existing Generating Capacity Resource at that price, subject to any bids submitted and accepted in the qualification process for that Existing Generating Capacity Resource pursuant to Section III.13.1.2.5. Bids submitted and accepted in the qualification process for an Existing Generating Capacity Resource pursuant to Section III.13.1.2.5 shall only be entered into the Forward Capacity Auction after the associated New Generating Capacity Resource is fully withdrawn (that is, the Forward Capacity Auction reaches a price at which the resource's New Capacity Offer is zero capacity), and shall only then be subject to the reliability review described in Section III.13.2.5.2.5.

(f) **Conditional Qualified New ~~Generating Capacity~~ Resources.** Offers associated with a resource participating in the Forward Capacity Auction as a Conditional Qualified New ~~Generating Capacity~~ Resource pursuant to Section III.13.1.1.2.3(f) shall be addressed in the Forward Capacity Auction in accordance with the provisions of this Section III.13.2.3.2(f). The Project Sponsor shall offer such a Conditional Qualified New ~~Generating Capacity~~ Resource into the Forward Capacity Auction in the same manner and pursuant to the same rules as other New Generating Capacity Resources, as described in Section III.13.2.3.2(a). An offer from at most one resource at a Conditional Qualified New ~~Generating Capacity~~ Resource's location will be permitted to clear (receive a Capacity Supply Obligation for the associated Capacity Commitment Period) in the Forward Capacity Auction. As long as a positive quantity is offered at the End-of-Round Price in the final round of the Forward Capacity Auction by the resource having a higher queue priority at the Conditional Qualified New ~~Generating Capacity~~ Resource's location, as described in Section III.13.1.1.2.3(f), then no capacity from the Conditional Qualified New ~~Generating Capacity~~ Resource shall clear. If at any price greater than or equal to the End-of-Round Price

in the final round of the Forward Capacity Auction, zero quantity is offered from the resource having higher queue priority at the Conditional Qualified New ~~Generating Capacity resource's~~ Resource's location, as described in Section III.13.1.1.2.3(f), then the auctioneer shall consider capacity offered from the Conditional Qualified New ~~Generating Capacity~~ Resource in the determination of clearing, including the application of Section III.13.2.7.

(g) **Mechanics.** Offers and bids that may be submitted during a round of the Forward Capacity Auction must be received between the starting time and ending time of the round, as announced by the auctioneer in advance. The ISO at its sole discretion may authorize a participant in the auction to complete or correct its submission after the ending time of a round, but only if the participant can demonstrate to the ISO's satisfaction that the participant was making reasonable efforts to complete a valid offer submission before the ending time of the round, and only if the ISO determines that allowing the completion or correction will not unreasonably disrupt the auction process. All decisions by the ISO concerning whether or not a participant may complete or correct a submission after the ending time of a round are final.

III.13.2.3.3. Step 3: Determination of the Outcome of Each Round.

The auctioneer shall use the offers and bids for the round as described in Section III.13.2.3.2 to determine the aggregate supply curves for the New England Control Area and for each modeled Capacity Zone included in the round. The aggregate supply curve for the New England Control Area (the "Total System Capacity") shall reflect at each price the sum of (the amount of capacity offered in all Capacity Zones modeled as import-constrained Capacity Zones at that price (excluding capacity offered from New Import Capacity Resources and Existing Import Capacity Resources)) plus (the amount of capacity offered in the Rest-of-Pool Capacity Zone at that price (excluding capacity offered from New Import Capacity Resources and Existing Import Capacity Resources)) plus (for each Capacity Zone modeled as an export-constrained Capacity Zone, the lesser of the amount of capacity offered in the Capacity Zone at that price (excluding capacity offered from New Import Capacity Resources and Existing Import Capacity Resources) or the Capacity Zone's Maximum Capacity Limit) plus (for each interface between the New England Control Area and an external Control Area, the lesser of that interface's approved capacity transfer limit (net of tie benefits) or the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources). In computing the Total System Capacity, capacity associated with any New Capacity Offer at any price greater than the Forward Capacity Auction Starting Price will not be included in the tally of total capacity at the Forward Capacity Auction Starting Price for that Capacity Zone. In no event shall the Capacity Clearing Price for a Capacity Zone be greater than the

Forward Capacity Auction Starting Price for that Capacity Zone. On the basis of these aggregate supply curves, the auctioneer shall determine the outcome of the round for each modeled Capacity Zone as follows:

(a) **Import-Constrained Capacity Zones.**

For a Capacity Zone modeled as an import-constrained Capacity Zone, if either of the following two conditions is met during the round:

- (1) the aggregate supply curve for the import-constrained Capacity Zone, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the Capacity Zone's Local Sourcing Requirement; or
- (2) the Total System Capacity, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the amount of capacity determined by the System-Wide Capacity Demand Curve;

then the Forward Capacity Auction for that Capacity Zone is concluded and such Capacity Zone will not be included in further rounds of the Forward Capacity Auction. The Capacity Clearing Price for that Capacity Zone shall be set at the highest price at which either of the two conditions above are satisfied, subject to the other provisions of this Section III.13.2. If neither of the two conditions above are met in the round, then the auctioneer shall publish the quantity of system-wide excess supply at the End-of-Round Price (the amount of capacity offered at the End-of-Round Price in all modeled Capacity Zones minus the amount of capacity determined by the System-Wide Capacity Demand Curve at the End-of-Round Price) and the quantity of capacity from Demand Resources by type at the End-of-Round Price, and that Capacity Zone will be included in the next round of the Forward Capacity Auction.

(b) **Rest-of-Pool Capacity Zone.** For the Rest-of-Pool Capacity Zone, if the Total System Capacity adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the amount of capacity determined by the System-Wide Capacity Demand Curve, then the Forward Capacity Auction for the Rest-of-Pool Capacity Zone is concluded and the Rest-of-Pool Capacity Zone will not be included in further rounds of the Forward Capacity Auction. The Capacity Clearing Price for

the Rest-of-Pool Capacity Zone shall be set at the highest price at which the Total System Capacity is less than or equal to the amount of capacity determined by the System-Wide Capacity Demand Curve, subject to the other provisions of this Section III.13.2. If the Total System Capacity exceeds the amount of capacity determined by the System-Wide Capacity Demand Curve at the End-of-Round Price, then the auctioneer shall publish the quantity of system-wide excess supply at the End-of-Round Price (the amount of capacity offered at the End-of-Round Price in all modeled Capacity Zones minus the amount of capacity determined by the System-Wide Capacity Demand Curve at the End-of-Round Price) and the quantity of capacity from Demand Resources by type at the End-of-Round Price, and the Rest-of-Pool Capacity Zone will be included in the next round of the Forward Capacity Auction.

(c) **Export-Constrained Capacity Zones.** For a Capacity Zone modeled as an export-constrained Capacity Zone, if both of the following two conditions are met during the round:

(i) the aggregate supply curve for the export-constrained Capacity Zone, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), is equal to or below the Capacity Zone's Maximum Capacity Limit; and

(ii) the Total System Capacity, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the amount of capacity determined by the System-Wide Capacity Demand Curve;

then the Forward Capacity Auction for that Capacity Zone is concluded and such Capacity Zone will not be included in further rounds of the Forward Capacity Auction. The Capacity Clearing Price for that Capacity Zone shall be set at the highest price at which both of the conditions above are satisfied, subject to the other provisions of this Section III.13.2. If it is not the case that both of the two conditions above are satisfied in the round, then the auctioneer shall publish the quantity of system-wide excess supply at the End-of-Round Price (the amount of capacity offered at the End-of-Round Price in all modeled Capacity Zones minus the amount of capacity determined by the System-Wide Capacity Demand Curve) and the quantity of excess supply in the export-constrained Capacity Zone (the amount of capacity offered at the End-of-Round Price in the export-constrained Capacity Zone minus the Maximum Capacity Limit of the export-constrained Capacity Zone) and the quantity of capacity from Demand Resources by type at the End-of-Round Price, and that Capacity Zone will be included in the next round of the Forward Capacity Auction.

(d) **Treatment of Import Capacity.** Where the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over an interface between the New England Control Area and an external Control Area is less than or equal to that interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), then the capacity offers from those resources shall be treated as capacity offers in the modeled Capacity Zone associated with that interface. Where the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over an interface between the New England Control Area and an external Control Area is greater than that interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), then the following provisions shall apply (separately for each such interface):

(i) For purposes of determining which capacity offers from the New Import Capacity Resources and Existing Import Capacity Resources over the interface shall clear and at what price, the offers over the interface shall be treated in the descending-clock auction as if they comprised a separately-modeled export-constrained capacity zone, with an aggregate supply curve consisting of the offers from the New Import Capacity Resources and Existing Import Capacity Resources over the interface.

(ii) The amount of capacity offered over the interface that will be included in the aggregate supply curve of the modeled Capacity Zone associated with the interface shall be the lesser of the following two quantities: the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over the interface; and the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF).

(iii) The Forward Capacity Auction for New Import Capacity Resources and Existing Import Capacity Resources over the interface is concluded when the following two conditions are both satisfied: the amount of capacity offered from New Import Capacity Resource and Existing Import Capacity Resources over the interface is less than or equal to the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF); and the Forward Capacity Auction is concluded in the modeled Capacity Zone associated with the interface.

(e) **Treatment of Export Capacity.** Any Export Bid or any Administrative Export De-List Bid that is used to export capacity through an export interface connected to an import-constrained Capacity Zone from another Capacity Zone, or through an export interface connected to the Rest-of-Pool Capacity Zone from an export-constrained Capacity Zone in the Forward Capacity Auction will be modeled in the Capacity Zone where the export interface that is identified in the Existing Capacity Qualification Package is located. The Export Bid or Administrative Export De-List Bid clears against the Capacity Clearing Price in the Capacity Zone where the Export Bid or Administrative Export De-List Bid is modeled.

(i) Then the MW quantity equal to the relevant Export Bid or Administrative Export De-List Bid from the resource associated with the Export Bid or Administrative Export De-List Bid will be de-listed in the Capacity Zone where the resource is located. If the export interface is connected to an import-constrained Capacity Zone, the MW quantity procured will be in addition to the Local Sourcing Requirement of the import-constrained Capacity Zone.

(ii) If the Export Bid or Administrative Export De-List Bid does not clear, then the resource associated with the Export Bid or Administrative Export De-List Bid will not be de-listed in the Capacity Zone where the resource is located.

(f) **Treatment of Real-Time Emergency Generation Resources.** In determining when the Forward Capacity Auction is concluded, no more than 600 MW of capacity from Real-Time Emergency Generation Resources shall be counted towards meeting the cleared amount of capacity determined by the System-Wide Capacity Demand Curve. If the sum of the Capacity Supply Obligations of Real-Time Emergency Generation Resources exceeds 600 MW, the Capacity Clearing Price, or in the case of Inadequate Supply or Insufficient Competition, the payment as described in Section III.13.2.8, (as adjusted pursuant to Section III.13.2.7.3(b)) paid to all Real-Time Emergency Generation Resources shall be adjusted by the ratio of 600 MW divided by the total of the final Capacity Supply Obligations of Real-Time Emergency Generation Resources. The acceptance of a Real-Time Emergency Generation Resource Static De-list Bid, Dynamic De-list Bid, or Permanent De-list Bid shall be based on the effective Capacity Clearing Price as described in Section III.13.2.7.

III.13.2.3.4. Determination of Final Capacity Zones.

(a) For all Forward Capacity Auctions up to and including the sixth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2015), after the Forward Capacity Auction is concluded for all modeled Capacity Zones, the final set of distinct Capacity Zones that will be used for all

purposes associated with the relevant Capacity Commitment Period, including for the purposes of reconfiguration auctions and Capacity Supply Obligation Bilaterals, shall be those having distinct Capacity Clearing Prices as a result of constraints between modeled Capacity Zones binding in the running of the Forward Capacity Auction. Where a modeled constraint does not bind in the Forward Capacity Auction, and as a result adjacent modeled Capacity Zones clear at the same Capacity Clearing Price, those modeled Capacity Zones shall be a single Capacity Zone used for all purposes of the relevant Capacity Commitment Period, including for the purposes of reconfiguration auctions and Capacity Supply Obligation Bilaterals.

(b) For all Forward Capacity Auctions beginning with the seventh Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2016) the final set of distinct Capacity Zones that will be used for all purposes associated with the relevant Capacity Commitment Period, including for the purposes of reconfiguration auctions and Capacity Supply Obligation Bilaterals, shall be those described in Section III.12.4.

III.13.2.4. Forward Capacity Auction Starting Price and the Cost of New Entry.

The Forward Capacity Auction Starting Price is max [1.6 multiplied by Net CONE, CONE]. References in this Section III.13 to the Forward Capacity Auction Starting Price shall mean the Forward Capacity Auction Starting Price for the Forward Capacity Auction associated with the relevant Capacity Commitment Period.

CONE for the Forward Capacity Auction for the Capacity Commitment Period beginning on June 1, 2018 is \$14.04/kW-month

Net CONE for the Forward Capacity Auction for the Capacity Commitment Period beginning on June 1, 2018 is \$11.08/kW-month

CONE and Net CONE shall be recalculated using updated data coincident with the recalculation of Offer Review Trigger Prices pursuant to Section III.A.21.1.2. Whenever these values are recalculated, the ISO will review the results of the recalculation with stakeholders and the new values will be filed with the Commission prior to the Forward Capacity Auction in which the new value is to apply

Between recalculations, CONE and Net CONE will be adjusted for each Forward Capacity Auction pursuant to Section III.A.21.1.2(e), except that the energy and ancillary services offset will be adjusted

using publicly available data for Mass Hub On-Peak electricity futures through the commitment period of the FCA and will not be adjusted based on natural gas prices. The adjusted CONE and Net CONE values will be published on the ISO's web site.

III.13.2.5. Treatment of Specific Offer and Bid Types in the Forward Capacity Auction.

III.13.2.5.1. Offers from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources.

A New Capacity Offer (other than one from a Conditional Qualified New ~~Generating Capacity~~ Resource) clears (receives a Capacity Supply Obligation for the associated Capacity Commitment Period) in the Forward Capacity Auction if the Capacity Clearing Price is greater than or equal to the price specified in the offer, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6. An offer from a Conditional Qualified New ~~Generating Capacity~~ Resource clears (receives a Capacity Supply Obligation for the associated Capacity Commitment Period) in the Forward Capacity Auction, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6, if all of the following conditions are met: (i) the Capacity Clearing Price is greater than or equal to the price specified in the offer; (ii) capacity from that resource is considered in the determination of clearing as described in Section III.13.2.3.2(f); and (iii) such offer minimizes the costs for the associated Capacity Commitment Period, subject to Section III.13.2.7.7(c).

The amount of capacity that receives a Capacity Supply Obligation through the Forward Capacity Auction shall not exceed the quantity of capacity offered from the New Generating Capacity Resource, New Import Capacity Resource, or New Demand Resource at the Capacity Clearing Price.

III.13.2.5.2. Bids and Offers from Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources.

III.13.2.5.2.1. Permanent De-List Bids.

Except as provided in Section III.13.2.5.2.5 and Section III.13.2.5.2.7, a Permanent De-List Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) if the Capacity Clearing Price is less than or equal to the price specified in the bid, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6.

III.13.2.5.2.2. Static De-List Bids and Export Bids.

Except as provided in Section III.13.2.5.2.5 and Section III.13.2.5.2.7, a Static De-List Bid or an Export Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) if the Capacity Clearing Price is less than or equal to the price specified in the bid, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6.

III.13.2.5.2.3. Dynamic De-List Bids.

A Dynamic De-List Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) if the Capacity Clearing Price is less than or equal to the price specified in the bid, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6. If more Dynamic De-List Bids are submitted at a price than are needed to clear the market, such Dynamic De-List Bids shall be cleared pro-rata, but in no case less than a resource's Economic Minimum Limit.

III.13.2.5.2.4. Administrative Export De-List Bids.

An Administrative Export De-List Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) regardless of the Capacity Clearing Price and regardless of whether there is Inadequate Supply or Insufficient Competition in the Capacity Zone.

III.13.2.5.2.5. Bids Rejected for Reliability Reasons.

The ISO shall review each Non-Price Retirement Request, Permanent De-List Bid, Static De-List Bid, Export Bid, Administrative Export De-List Bid, and Dynamic De-List Bid entered into the Forward Capacity Auction to determine whether the capacity associated with that Non-Price Retirement Request or de-list bid is needed for reliability reasons during the Capacity Commitment Period associated with the Forward Capacity Auction. The capacity shall be deemed needed for reliability reasons if the absence of the capacity would result in the violation of any NERC or NPCC criteria, or ISO New England System Rules. Non-Price Retirement Requests and de-list bids shall only be rejected pursuant to this Section III.13.2.5.2.5 for the sole purpose of addressing a local reliability issue, and shall not be rejected solely on the basis that acceptance of the Non-Price Retirement Request or de-list bid may result in the procurement of less capacity than the Local Sourcing Requirement for Capacity Zones. Where a Non-Price Retirement Request would otherwise be accepted, or a Permanent De-List Bid, Static De-List Bid, Export Bid, Administrative Export De-List Bid, or Dynamic De-List Bid would otherwise clear in the Forward

Capacity Auction, but the ISO has determined that some or all of the capacity associated with the Non-Price Retirement Request or de-list bid is needed for reliability reasons, then the de-list bid having capacity needed for reliability will not clear in the Forward Capacity Auction and the Non-Price Retirement Request will not be approved as described in Section III.13.1.2.3.1.5.3, and the following provisions will apply:

(a) The Lead Market Participant shall be notified that its de-list bid did not clear for reliability reasons at the later of: (i) immediately after the end of the Forward Capacity Auction round in which the auction price reaches the price of the de-list bid; or (ii) as soon as practicable after the time at which the ISO has determined that the de-list bid must be rejected for reliability reasons. In no event, however, shall a Lead Market Participant be notified that a bid submitted pursuant to Section III.13.1.2.5 and accepted in the qualification process for an Existing Generating Capacity Resource did not clear for reliability reasons if the associated New Generating Capacity Resource remains in the Forward Capacity Auction. In such a case, the Lead Market Participant shall be notified that its bid did not clear for reliability reasons at the later of: (i) immediately after the end of the Forward Capacity Auction round in which the auction price reaches the price of the bid; (ii) immediately after the end of the Forward Capacity Auction round in which the associated New Generating Capacity Resource is fully withdrawn (that is, the Forward Capacity Auction reaches a price at which the resource's New Capacity Offer is zero capacity); or (iii) as soon as practicable after the time at which the ISO has determined that the bid must be rejected for reliability reasons.

(i) In the case of Non-Price Retirement Request, the Lead Market Participant will be notified whether or not the request has been rejected for reliability reasons within 90 days of the submission of the request.

(b) A resource that has a de-list bid rejected pursuant to this Section III.13.2.5.2.5 shall be compensated pursuant to the terms set out in Section III.13.2.5.2.5.1. An Existing Generating Capacity Resource or Existing Demand Resource that has a Non-Price Retirement Request rejected pursuant to this Section III.13.2.5.2.5 shall have the option to retire pursuant to Section III.2.5.2.5.3(a)(iii) or to continue operation and be compensated pursuant to Section III.13.2.5.2.5.1. A resource receiving payment under this Section III.13.2.5.2.5 and Section III.13.2.5.2.5.1 shall have Capacity Supply Obligations as described in Section III.13.6.1.

(c) The ISO shall review the results of each annual reconfiguration auction and determine whether the reliability need which prevented the de-listing of the resource has been met through the annual reconfiguration auction. The ISO may also attempt to address the reliability concern through other reasonable means (including transmission enhancements).

(d) If the reliability need that prevented the de-listing of the resource is met through a reconfiguration auction or other means, the resource shall be de-listed, be relieved of its Capacity Supply Obligation and no longer be eligible to receive the compensation specified in Section III.13.2.5.2.5(b). The ISO shall enter bids at the Forward Capacity Auction Starting Price to replace the capacity on behalf of load in subsequent annual reconfiguration auctions associated with the Capacity Commitment Period (and subsequent Capacity Commitment Periods, in the case of a Permanent De-List Bid).

(e) If a Permanent De-List Bid that would otherwise clear in a Forward Capacity Auction or a Non-Price Retirement Request is rejected for reliability reasons, that resource, or portion thereof, as applicable, is no longer eligible to participate as an Existing Generating Capacity Resource in any reconfiguration auction, Forward Capacity Auction or Capacity Supply Obligation Bilateral for that and subsequent Capacity Commitment Periods. If the resource, or portion thereof, continues to be needed for reliability reasons, it shall be counted as capacity in the Forward Capacity Auction and shall be compensated as described in Section III.13.2.5.2.5.1 until such time as it is no longer needed for reliability reasons.

(f) [Reserved.]

(g) The ISO shall review with the Reliability Committee (i) the status of any prior rejected delist bids reported to the Commission in an FCA results filing pursuant to Section 13.8.2, and (ii) the status of any Non-Price Retirement Request that has been rejected for reliability reasons and has elected to continue to operate, prior to the New Capacity Qualification Deadline in accordance with Section 4.1(c) of Attachment K of the ISO OATT.

In instances where an identified reliability need results in the rejection of a Non-Price Retirement Request, or the rejection of a Permanent De-List Bid, Export Bid, Administrative Export De-List Bid, Static De-List Bid, or Dynamic De-List Bid while executing an FCA, the ISO shall (i) review each specific reliability need with the Reliability Committee in accordance with the timing provided for in the ISO New England Operating Documents and, (ii) update the current system Needs Assessments pursuant to Section 4.1(c) of Attachment K of the ISO OATT. For de-list bids, this review and update will follow

ISO's filing of the FCA results with the Commission pursuant to Section 13.8.2. System needs associated with Non-Price Retirement Requests that are rejected for reliability reasons will be reviewed with the Reliability Committee prior to the notification of the Lead Market Participant that has submitted the Non-Price Retirement Request consistent with Section 13.2.5.2.5(a)(i).

III.13.2.5.2.5.1. Compensation for Bids Rejected for Reliability Reasons.

(a)(i) In cases where a Static De-List Bid, Export Bid, Administrative Export De-List Bid, Dynamic De-List Bid, or partial Permanent De-List Bid would otherwise clear in the Forward Capacity Auction but the de-list bid has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource qualifies for payment under Section III.13.2.5.2.5.1(a)(ii), the resource will be paid by the ISO in the same manner as all other capacity resources, except that payment shall be made on the basis of its de-list bid as accepted for the Forward Capacity Auction for the relevant Capacity Commitment Period instead of the Forward Capacity Market Clearing Price. Under this Section, accepted Dynamic De-list Bids filed with the Commission as part of the FCA results filing are subject to review and approval by the Commission pursuant to the "just and reasonable" standard of Section 205 of the Federal Power Act.

(a)(ii) A resource will qualify for payment under Section III.13.2.5.2.5.1(a)(i) if the ISO has not notified the resource that it is no longer needed for reliability reasons by 12:00 a.m. on June 1 of the year preceding the commencement of the Capacity Commitment Period for which the de-list bid was rejected. Once qualified under this Section III.13.2.5.2.5.1(a)(ii), the resource will have a Capacity Supply Obligation for the 12-month Capacity Commitment Period for which the de-list bid was rejected.

(b)(i) In cases where a Permanent De-List Bid for the capacity of an entire resource would otherwise clear in the Forward Capacity Auction but the Permanent De-List Bid has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource qualifies for payment under Section III.13.2.5.2.5.1(b)(ii), the resource will be paid either (i) in the same manner as all other capacity resources, except that payment shall be made on the basis of its de-list bid as accepted for the Forward Capacity Auction for the relevant Capacity Commitment Period instead of the Forward Capacity Market Clearing Price or (ii) under the terms of a cost-of-service agreement pursuant to Section III, Appendix I. Resources must notify the ISO of their election within six months after the ISO files the results of the relevant Forward Capacity Auction with the Commission. A resource that has had a Permanent De-List Bid rejected for reliability reasons and does not notify the ISO of its election as described in this paragraph will be paid on the basis of the resource's Permanent De-List Bid as accepted for the Forward Capacity Auction. Cost-of-service agreements must be filed with and approved by the Commission, and

cost-of-service compensation may not commence until the Commission has approved the use of cost-of-service rates for the unit in question or has accepted the use of the cost-of-service rates subject to refund while the rate is reviewed. In no event will payment under the cost-of-service agreement start prior to the start of the relevant Capacity Commitment Period for which the Permanent De-List Bid was submitted. Resources that elect payment based on the accepted Permanent De-List Bid may file with the Commission pursuant to Section 205 of the Federal Power Act to update its Permanent De-List Bid if the unit is retained for reliability for a period longer than the Capacity Commitment Period for which the Permanent De-List Bid was originally submitted.

(b)(ii) A resource will qualify for payment under Section III.13.2.5.2.5.1(b)(i) if the ISO has not notified the resource that it is no longer needed for reliability reasons by 12:00 a.m. on June 1 of the year preceding the commencement of the Capacity Commitment Period for which the Permanent De-List Bid was rejected. Once qualified under this Section III.13.2.5.2.5.1(b)(ii), the resource will have a Capacity Supply Obligation for the 12-month Capacity Commitment Period for which the Permanent De-List Bid was rejected. If a resource continues to be needed for reliability in Capacity Commitment Periods following the Capacity Commitment Period for which the Permanent De-List Bid was rejected, payment pursuant to Section III.13.2.5.2.5.1(b)(i) will continue and will terminate upon 120 day notice from the ISO to the resource that it is no longer needed for reliability.

(c)(i) In cases where a Non-Price Retirement Request for less than the entire resource has been submitted and the request has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource has not elected to retire pursuant to Section III.13.2.5.2.5.3(a)(iii), the resource will continue to be paid in the same manner as other listed capacity resources until such time as the resource is no longer needed for reliability. In cases where a Non-Price Retirement Request for the entire resource has been submitted and the request has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource has not elected to retire pursuant to Section III.13.2.5.2.5.3(a)(iii), the resource may elect to either (i) continue to be paid in the same manner as other listed capacity resources until such time as the resource is no longer needed for reliability, or (ii) the resource may elect to receive cost-of-service compensation pursuant to Section III, Appendix I. Resources must notify the ISO of their election within six months after the ISO files the results of the relevant Forward Capacity Auction with the Commission. A resource that has had a Non-Price Retirement Request rejected for reliability reasons and does not notify the ISO of its election as described in this paragraph will be paid in the same manner as other listed capacity resources. Cost-of-service agreements must be filed with and approved by the Commission, and cost-of-service compensation may not commence until the Commission has approved the use of cost-of-

service rates for the unit in question or has accepted subject to refund while the rate is reviewed. In no event will compensation under the cost-of-service agreement start prior to the start of the relevant Capacity Commitment Period for which the Non-Price Retirement Request was rejected.

(c)(ii) A resource will qualify for payment under Section III.13.2.5.2.5.1(c)(i) if the ISO has not notified the resource that it is no longer needed for reliability reasons by 12:00 a.m. on June 1 of the year preceding the commencement of the Capacity Commitment Period for which the Non-Price Retirement Request was rejected. Once qualified under this Section III.13.2.5.2.5.1(c)(ii), compensation will be provided for the 12-month Capacity Commitment Period for which the Non-Price Retirement Request was rejected. If a resource continues to be needed for reliability in Capacity Commitment Periods following the Capacity Commitment Period for which the Non-Price Retirement Request was rejected, payment pursuant to Section III.13.2.5.2.5.1 will continue and will terminate upon 120 day notice from the ISO to the resource that it is no longer needed for reliability.

(d) The difference between payments based on resource de-list bids or cost-of-service compensation as detailed in this Section III.13.2.5.2.5.1 and payments based on the market clearing price for the Forward Capacity Market under this Section III.13.2.5.2.5.1 shall be allocated to Regional Network Load within the affected Reliability Region.

(e) **Compensation for Existing Generating Capacity Resources at Stations with Common Costs that are Retained for Reliability.** If a Static De-List Bid or Permanent De-List Bid from an Existing Generating Capacity Resource that is associated with a Station having Common Costs is rejected for reliability reasons, the Existing Generating Capacity Resource will be paid as follows: (i) if one or more Existing Generating Capacity Resources at the Station assume a Capacity Supply Obligation through the normal clearing of the Forward Capacity Auction and one or more Existing Generating Capacity Resources are retained for reliability, then the Existing Generating Capacity Resources retained for reliability will be paid the sum of the Asset-Specific Going Forward Costs for the assets comprising that Existing Generating Capacity Resource; or (ii) if no Existing Generating Capacity Resources at the Station assumes a Capacity Supply Obligation through the normal clearing of the Forward Capacity Auction and one or more Existing Generating Capacity Resources are retained for reliability, then each Existing Generating Capacity Resource retained for reliability will be paid the sum of the Asset-Specific Going Forward Costs for the assets associated with that Existing Generating Capacity Resource plus a portion of the Station Going Forward Common Costs (such that the full amount of Station Going Forward Common Costs are allocated to the Existing Generating Capacity Resources retained for reliability).

III.13.2.5.2.5.2. Incremental Cost of Reliability Service From Non-Price Retirement Request Resources:

In cases where an Existing Generating Capacity Resource or Existing Demand Resource has had a Non-Price Retirement Request for the entire resource rejected for reliability reasons pursuant to Section III.13.2.5.2.5, does not elect to retire pursuant to Section III.13.2.5.2.5.3(a)(iii), and must make a capital improvement to the unit to remain in operation in order to continue to operate to meet the reliability need identified by the ISO, the resource may make application to the Commission pursuant to Section 205 of the Federal Power Act to receive just and reasonable compensation of the capital investment pursuant to the following:

(a) Notice to State Utility Commissions, the ISO and Stakeholder Committees of Expectation that a Capital Expense will be Necessary to Meet the Reliability Need Identified by the ISO:

A resource seeking to avail itself of the recovery mechanism provided in this Section must notify the state utility commissions in the states where rate payers will fund the capital improvement, the ISO, and the Participants Committee of its intent to make the capital expenditure and the need for the expenditure. This notification must be made at least 120 days prior to the resource making the capital expenditure.

(b) Required Showing Made to the Federal Energy Regulatory Commission: In order to receive just and reasonable compensation for a capital expenditure under this Section, a resource must file an explanation of need with the Commission that explains why the capital expenditure is necessary in order to meet the reliability need identified by the ISO. This showing must demonstrate that the expenditure is reasonably determined to be the least-cost commercially reasonable option consistent with Good Utility Practice to meet the reliability need identified by the ISO. If the resource elects cost-of-service treatment pursuant to Section III.13.2.5.2.5.1(c), the Incremental Cost of Reliability Service filing described in this Section must be made separately from and may be made in advance of the resource's cost-of-service filing.

(c) Allocation: Costs of capital expenditures approved by the Commission under this provision shall be allocated to Regional Network Load within the affected Reliability Region.

III.13.2.5.2.5.3. Retirement of Resources

(a)(i) A resource, or portion thereof, that submits a Non-Price Retirement Request pursuant to Section III.13.1.2.3.1.5 will be retired coincident with the commencement of the Capacity Commitment Period for

which the Non-Price Retirement Request is submitted if the request is approved, or if not approved the resource nonetheless elects to retire pursuant to Section III.13.2.5.2.5.3(a)(iii). If the Non-Price Retirement Request is approved after the resource has a Capacity Supply Obligation for the Capacity Commitment Period for which the Non-Price Retirement Request was submitted, the resource, or portion thereof, will be retired coincident with the end of Capacity Supply Obligation under Section III.13.2.5.2.5.1(c)(ii). The interconnection rights, or relevant portion thereof, for the resource will terminate and the status of the resource, or portion thereof, will be converted to retired on the date of retirement, consistent with the provisions of Schedules 22 and 23 of the OATT.

(a)(ii) An Existing Generating Capacity Resource or Existing Demand Resource with an approved Non-Price Retirement Request may retire the resource, or portion thereof, earlier than the Capacity Commitment Period for which its Non-Price Retirement Request has been approved if it is able to transfer the relevant Capacity Supply Obligation of the resource to another resource through one or more approved Capacity Supply Obligation Bilateral transactions as described in Section III.13.5.1 or reconfiguration auctions as described in Section III.13.4.1. A resource, or portion thereof, electing to retire pursuant to this provision must notify the ISO in writing of its election to retire and the date of retirement. The interconnection rights, or relevant portion thereof, for the resource will terminate and the status of the resource, or portion thereof, will be converted to retired on the date of retirement, consistent with the provisions of Schedules 22 and 23 of the OATT.

(a)(iii) In cases where an Existing Generating Capacity Resource or Existing Demand Resource has submitted a Non-Price Retirement Request and the request is not approved because the resource is determined to be needed for reliability pursuant to Section III.13.2.5.2.5, the portion of the resource subject to the Non-Price Retirement Request may nonetheless retire as permitted by applicable law coincident with the commencement of the Capacity Commitment Period for which the Non-Price Retirement Request is submitted by notifying ISO no later than 15 days prior to commencement of the relevant Forward Capacity Auction. Such an election will be binding. A resource making an election pursuant to this Section III.13.2.5.2.5.3(a)(iii) will not be eligible for compensation pursuant to Sections III.13.2.5.2.5.1 or III.13.2.5.2.5.2. The interconnection rights, or relevant portion thereof, for the resource will terminate and the status of the resource, or portion thereof, will be converted to retired on the date of retirement, consistent with the provisions of Schedules 22 and 23 of the OATT.

(b)(i) A resource that has submitted a non-partial Permanent De-List Bid that has cleared in the Forward Capacity Auction may retire the resource as of the Capacity Commitment Period for which its

Permanent De-List Bid has cleared or earlier as described in Section III.13.2.5.2.5.3(b)(ii) by notifying the ISO in writing of its election to retire and the date of retirement. The date specified for retirement is subject to the limit for resource inactivity set out in Section III.13.2.5.2.5.3(d). The interconnection rights for the resource will terminate and the status of the resource will be converted to retired on the date of retirement.

(b)(ii) A resource with a cleared non-partial Permanent De-List Bid may retire the resource earlier than the Capacity Commitment Period for which its Permanent De-List Bid has cleared if it is able to transfer the entire Capacity Supply Obligation of the resource to another resource through one or more approved Capacity Supply Obligation Bilateral transactions as described in Section III.13.5.1 or reconfiguration auctions as described in Section III.13.4. A resource electing to retire pursuant to this provision must notify ISO in writing of its election to retire and the date of retirement. The interconnection rights for the resource will terminate and the status of the resource will be converted to retired on the date on retirement.

(c) A resource that has never been counted as a capacity resource may retire the asset by notifying the ISO in writing of its election to retire and the date of retirement. The date specified for retirement is subject to the limit for resource inactivity set out in Section III.13.2.5.2.5.3(d). The interconnection rights for the resource will terminate and the status of the resource will be converted to retired on the date of retirement.

(d) A resource that does not operate commercially for a period of three calendar years will be deemed by the ISO to be retired. The interconnection rights for the unit will terminate and the status of the unit will be converted to retired on the date of retirement. Where a generator has submitted an application to repower under Schedule 22 or 23 of the OATT, the current interconnection space will be maintained beyond the three years unless the application under Schedule 22 or 23 is withdrawn voluntarily or by the operation of those provisions. Where an application is withdrawn under Schedule 22 or 23, the three year period will be calculated from the last day of commercial operation of the resource.

III.13.2.5.2.6. [Reserved.]

III.13.2.5.2.7. Treatment of De-List and Export Bids When the Capacity Clearing Price is Set Administratively.

Where the Capacity Clearing Price is set pursuant to Section III.13.2.7.9 (Capacity Carry Forward Rule), or where payments are set pursuant to Section III.13.2.8 (Inadequate Supply and Insufficient Competition), and as a result a Permanent De-List Bid, Static De-List Bid, or Export Bid clears that would not otherwise have cleared, then the de-listed or exported capacity will not be replaced in the current Forward Capacity Auction (that is, the amount of capacity procured in the Forward Capacity Auction shall be the Local Sourcing Requirement, as appropriate, minus the amount of the de-listed or exported capacity that results from the application of administratively determined prices) and shall be included in subsequent annual reconfiguration auctions (that is, the amount of capacity procured in subsequent annual reconfiguration auctions shall be increased by the amount of the de-listed or exported capacity).

III.13.2.6. Capacity Rationing Rule.

Except for Dynamic De-List Bids, Export Bids, and offers from New Import Capacity Resources that are subject to rationing pursuant to Section III.13.1.3.5.8 and Existing Import Capacity Resources that are subject to rationing pursuant to Section III.13.1.3.3.A, offers and bids in the Forward Capacity Auction must clear or not clear in whole, unless the offer or bid specifically indicates that it may be rationed. A resource may elect to be rationed to either its Economic Minimum Limit or a level above its Economic Minimum Limit. These levels are submitted pursuant to Section III.13.1.1.2.2.3. Offers from New Import Capacity Resources and Existing Import Capacity Resources will not be rationed ~~are subject to rationing,~~ ~~except~~ where such rationing would violate any applicable physical minimum flow requirements on the associated interface. Export Bids may elect to be rationed generally, but regardless of such election will always be subject to potential rationing where the associated external interface binds. If more Dynamic De-List Bids are submitted at a price than are needed to clear the market, the bids shall be cleared pro-rata, subject to honoring the Economic Minimum Limit of the resources. Where an offer or bid may be rationed, such rationing may not result in procuring an amount of capacity that is below the associated resource's Economic Minimum Limit.

III.13.2.7. Determination of Capacity Clearing Prices.

The Capacity Clearing Price in each Capacity Zone shall be the price established by the descending clock Forward Capacity Auction as described in Section III.13.2.3, subject to the other provisions of this Section III.13.2.

III.13.2.7.1. Import-Constrained Capacity Zone Capacity Clearing Price Floor.

The Capacity Clearing Price in an import-constrained Capacity Zone shall not be lower than the Capacity Clearing Price in the Rest-of-Pool Capacity Zone. If after the Forward Capacity Auction is conducted, the Capacity Clearing Price in an import-constrained Capacity Zone is less than the Capacity Clearing Price in the Rest-of-Pool Capacity Zone, all resources clearing in the import-constrained Capacity Zone shall be paid based on the Capacity Clearing Price in the Rest-of-Pool Capacity Zone during the associated Capacity Commitment Period.

III.13.2.7.2. Export-Constrained Capacity Zone Capacity Clearing Price Ceiling.

The Capacity Clearing Price in an export-constrained Capacity Zone shall not be higher than the Capacity Clearing Price in the Rest-of-Pool Capacity Zone. If after the Forward Capacity Auction is conducted, the Capacity Clearing Price in an export-constrained Capacity Zone is higher than the Capacity Clearing Price in the Rest-of-Pool Capacity Zone, all resources clearing in the export-constrained Capacity Zone shall be paid based on the Capacity Clearing Price in the Rest-of-Pool Capacity Zone during the associated Capacity Commitment Period.

III.13.2.7.3. Capacity Clearing Price Floor.

In the Forward Capacity Auctions for the Capacity Commitment Periods beginning on June 1, 2013, June 1, 2014, June 1, 2015, and June 1, 2016 only, the following additional provisions regarding the Capacity Clearing Price shall apply in all Capacity Zones (and in the application of Section III.13.2.3.3(d)(iii)):

(a) [Reserved.]

(b) The Capacity Clearing Price shall not fall below 0.6 times CONE (or in the case of the Forward Capacity Auction for the Capacity Commitment Period beginning June 1, 2016 below \$3.15). Where the Capacity Clearing Price reaches 0.6 times CONE (or in the case of the Forward Capacity Auction for the Capacity Commitment Period beginning June 1, 2016 reaches \$3.15), offers shall be prorated such that no more than the Installed Capacity Requirement (net of HQICCs) is procured in the Forward Capacity Auction, as follows:

(i) The total payment to all listed capacity resources during the associated Capacity Commitment Period shall be equal to 0.6 times CONE (or in the case of the Forward Capacity Auction for the Capacity Commitment Period beginning June 1, 2016 shall be equal to \$3.15) times the Installed Capacity Requirement (net of HQICCs) applicable in the Forward Capacity Auction.

(ii) Payments to individual listed resources shall be prorated based on the total number of MWs of capacity clearing in the Forward Capacity Auction (receiving a Capacity Supply Obligation for the associated Capacity Commitment Period).

(iii) Suppliers may instead prorate their bid MWs of participation in the Forward Capacity Market by partially de-listing one or more resources. Regardless of any such proration, the full amount of capacity that cleared in the Forward Capacity Auction will be ineligible for treatment as new capacity in subsequent Forward Capacity Auctions (except as provided under Section III.13.1.1.1.2).

(iv) Any proration shall be subject to reliability review. Where proration is rejected for reliability reasons, the resource's payment shall not be prorated as described in subsection (ii) above, and the difference between its actual payment based on the Capacity Clearing Price and what its payment would have been had prorationing not been rejected for reliability reasons shall be allocated to Regional Network Load within the affected Reliability Region. In this case, the total payment described in subsection (i) above will increase accordingly.

(v) Any election to prorate bid MWs associated with a New Capacity Offer that clears in the Forward Capacity Auction shall also apply in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5.

III.13.2.7.3A Treatment of Imports.

At the Capacity Clearing Price, if the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over an interface between an external Control Area and the New England Control Area is greater than that interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF):

(a) the full amount of capacity offered at that price from Existing Import Capacity Resources associated with contracts listed in Section III.13.1.3.3(c) shall clear, unless that amount of capacity is greater than the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), in which case the capacity offered at that

price from Existing Import Capacity Resources associated with contracts listed in Section III.13.1.3.3(c) shall be rationed such that the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF) is not exceeded; and

(b) if there is space remaining over the interface after the allocation described in subsection (a) above, then the capacity offered at that price from New Import Capacity Resources and Existing Import Capacity Resources other than Existing Import Capacity Resources associated with the contracts listed in Section III.13.1.3.3(c) will be rationed such that the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF) is not exceeded. If the capacity offered at that price by any single New Import Capacity Resource or Existing Import Capacity Resource that is not associated with the contracts listed in Section III.13.1.3.3(c) is greater than the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), then the capacity offered by that resource that is above the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF) shall not be included in the rationing.

III.13.2.7.4. Effect of Capacity Rationing Rule on Capacity Clearing Price.

Where the requirement that offers and bids clear or not clear in whole (Section III.13.2.6) prohibits the descending clock auction in its normal progression from clearing a Capacity Zone at the precise amount of capacity required, then the auctioneer shall analyze the aggregate supply curve to determine cleared capacity offers and Capacity Clearing Prices that result in procuring at least the amount of capacity required while seeking to maximize social surplus for the associated Capacity Commitment Period. In an import-constrained Capacity Zone, the clearing algorithm will not consider blocks of capacity not needed to meet the import-constrained Capacity Zone's Local Sourcing Requirement when price separation occurs between the import-constrained Capacity Zone and the Rest-of-Pool Capacity Zone. The clearing algorithm may result in offers below the Capacity Clearing Price not clearing, and in de-list bids below the Capacity Clearing Price clearing.

III.13.2.7.5. Effect of Decremental Repowerings on the Capacity Clearing Price.

Where the effect of accounting for certain repowering offers and bids (as described in Section III.13.2.3.2(e)) results in the auction not clearing at the lowest price for the required quantity of capacity, then the auctioneer will conduct additional auction rounds of the Forward Capacity Auction as necessary to minimize capacity costs.

III.13.2.7.6. Minimum Capacity Award.

Each offer (excluding offers from Conditional Qualified New ~~Generating Capacity~~ Resources that do not satisfy the conditions specified in Sections III.13.2.5.1(i)-(iii)) clearing in the Forward Capacity Auction shall be awarded a Capacity Supply Obligation at least as great as the amount of capacity offered at the End-of-Round Price in the final round of the Forward Capacity Auction. For Intermittent Power Resources and Intermittent Settlement Only Resources, the Capacity Supply Obligation for months in the winter period (as described in Section III.13.1.5) shall be adjusted based on its winter Qualified Capacity as determined pursuant to Section III.13.1.1.2.2.6 and Section III.13.1.2.2.2.

III.13.2.7.7. Tie-Breaking Rules.

Where the provisions in this Section III.13.2 for clearing the Forward Capacity Auction (system-wide or in a single Capacity Zone) result in a tie – that is, where two or more resources offer sufficient capacity at prices that would clear the auction at the same minimum costs – the auctioneer shall apply the following rules (in sequence, as necessary) to determine clearing:

- (a) [Reserved.]
- (b) If multiple projects may be rationed, they will be rationed proportionately.
- (c) Where clearing either the offer associated with a resource with a higher queue priority at a Conditional Qualified New ~~Generating Capacity~~ Resource's location or the offer associated with the Conditional Qualified New ~~Generating Capacity~~ Resource would result in equal costs, the offer associated with the resource with the higher queue priority shall clear.
- (d) The offer associated with the Project Sponsor having the lower market share in the capacity auction (including Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources) shall be cleared.

III.13.2.7.8. [Reserved.]

III.13.2.7.9 Capacity Carry Forward Rule.

III.13.2.7.9.1. Trigger.

The capacity carry forward rule shall be triggered in an import-constrained Capacity Zone if all of the following conditions are met:

- (a) the sum of the amount of New Capacity Required plus the amount of Permanent De-List Bids clearing in the Forward Capacity Auction in the Capacity Zone is less than or equal to zero;
- (b) there is not Inadequate Supply in the Forward Capacity Auction in the Capacity Zone; and
- (c) at the Capacity Clearing Price, the sum of the amount of New Capacity Required plus the amount of Permanent De-List Bids clearing in the Forward Capacity Auction plus the amount of capacity carried forward due to rationing is greater than zero. The amount of capacity carried forward due to rationing shall equal the amount of capacity above the Local Sourcing Requirement procured in that Capacity Zone in the previous Forward Capacity Auction as a result of the Capacity Rationing Rule.

III.13.2.7.9.2. Pricing.

If the capacity carry forward rule is triggered, then the Capacity Clearing Price for the Capacity Zone shall be the lesser of: (1) \$0.01 below the price at which the last New Generating Capacity Resource, New Import Capacity Resource, or New Demand Resource in the Capacity Zone to withdraw withdrew from the Forward Capacity Auction; or (2) the applicable Net CONE value; provided, however, that if in the Capacity Zone there is Insufficient Competition and no capacity offered from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources has been withdrawn from the Forward Capacity Auction, then the Capacity Clearing Price shall equal the applicable Net CONE value.

III.13.2.8. Inadequate Supply and Insufficient Competition.

In the case of either Inadequate Supply or Insufficient Competition, as defined in this Section III.13.2.8, the Forward Capacity Auction shall still be used to the extent possible; that is, the remedy for Inadequate Supply or Insufficient Competition shall be limited to import-constrained Capacity Zones having Inadequate Supply or Insufficient Competition.

III.13.2.8.1. Inadequate Supply.

III.13.2.8.1.1. Inadequate Supply in an Import-Constrained Capacity Zone.

An import-constrained Capacity Zone will be considered to have Inadequate Supply if at the Forward Capacity Auction Starting Price the amount of capacity offered in the import-constrained Capacity Zone through New Capacity Offers is less than the amount of New Capacity Required in that Capacity Zone. In an import-constrained Capacity Zone, “New Capacity Required” shall mean the Capacity Zone’s Local Sourcing Requirement, minus the total amount of capacity of Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources in the Capacity Zone (that is not permanently de-listed for the Capacity Commitment Period), minus capacity otherwise obligated in the Capacity Zone for the Capacity Commitment Period.

(a) Where an import-constrained Capacity Zone has Inadequate Supply, Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) in that Capacity Zone, other than such resources, or portions thereof, that have no Capacity Supply Obligation or are designated as Self-Supplied FCA Resources for the Capacity Commitment Period, shall be paid the max [applicable Net CONE value, Capacity Clearing Price for the Rest-of-Pool Capacity Zone] during the associated Capacity Commitment Period, and New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources in the Forward Capacity Auction in that Capacity Zone shall be paid the Forward Capacity Auction Starting Price during the associated Capacity Commitment Period (and subsequent Capacity Commitment Periods, as elected pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5).

(b) In an import-constrained Capacity Zone having Inadequate Supply, the difference between the amount of capacity offered in the Capacity Zone through New Capacity Offers and the amount of New Capacity Required in that Capacity Zone shall be included in subsequent annual reconfiguration auctions.

(c) Inadequate Supply in one or more import-constrained Capacity Zones shall not affect Capacity Zones having adequate supply.

(d) Any availability penalty assessed during the associated Capacity Commitment Period pursuant to Section III.13.7.2.7.1.2 on a resource in an import-constrained Capacity Zone having Inadequate Supply will be assessed at a rate equal to \$7.025/kW-month.

III.13.2.8.1.2. [Reserved.]

III.13.2.8.2. Insufficient Competition.

The Forward Capacity Auction shall be considered to have Insufficient Competition in an import-constrained Capacity Zone if there is not Inadequate Supply and the following two conditions are both satisfied:

- (a) at the Forward Capacity Auction Starting Price, the amount of capacity offered from Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (that is not permanently de-listed for the Capacity Commitment Period), minus capacity otherwise obligated for the Capacity Commitment Period, is less than the Local Sourcing Requirement; and
- (b) at the Forward Capacity Auction Starting Price:
 - (i) less than 300 MW of capacity is offered from New Generating Capacity Resources and New Demand Resources (the ISO shall revisit the appropriateness of the 300 MW threshold in the case of an import-constrained Capacity Zone having a Local Sourcing Requirement of less than 5000 MW);
 - (ii) the amount of capacity offered from New Generating Capacity Resources and New Demand Resources is less than twice the amount of New Capacity Required; or
 - (iii) any Market Participant's total capacity from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources is pivotal. For purposes of this Section III.13.2.8.2, a Market Participant shall be considered pivotal if, at the Forward Capacity Auction Starting Price, some capacity from that Market Participant's potential New Generating Capacity Resources, New Import Capacity Resources, or New Demand Resources is required to satisfy the Local Sourcing Requirement.

If the Forward Capacity Auction has Insufficient Competition, New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources shall be paid the Capacity Clearing Price during the associated Capacity Commitment Period, and Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) shall be paid the lower of: (1) the Capacity Clearing Price; or (2) max [applicable Net CONE value, the

Capacity Clearing Price for the Rest-of-Pool Capacity Zone] during the associated Capacity Commitment Period. Notwithstanding the foregoing, Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) that cleared in the seventh Forward Capacity Auction in the NEMA Capacity Zone shall be paid \$6.661/kW-month and Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) that cleared in the eighth Forward Capacity Auction in all Capacity Zones but the NEMA Capacity Zone shall be paid \$7.025/kW-month. Any availability penalty assessed during the associated Capacity Commitment Period pursuant to Section III.13.7.2.7.1.2 on a resource in an import-constrained Capacity Zone having Insufficient Competition will be assessed the payment rate for Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources resources under this Section III.13.2.8.2.

III.13.2.9. **[Reserved.]**

III.13.3. Critical Path Schedule Monitoring.

III.13.3.1. Resources Subject to Critical Path Schedule Monitoring.

III.13.3.1.1. New Resources Clearing in the Forward Capacity Auction.

For each new resource required to submit a critical path schedule in the qualification process, including a New Generating Capacity Resource (pursuant to Section III.13.1.1.2.2), a New Import Capacity Resource backed by a new External Resource (pursuant to Section III.13.1.3.5), or a New Demand Resource (pursuant to Section III.13.1.4), if capacity from that resource clears in the Forward Capacity Auction, then the ISO shall monitor that resource's compliance with its critical path schedule in accordance with the provisions of this Section III.13.3 from the time that the Forward Capacity Auction is conducted until the resource achieves Commercial Operation, loses its Capacity Supply Obligation pursuant to Section III.13.3.4(c), or withdraws from critical path schedule monitoring pursuant to Section III.13.3.6.

III.13.3.1.2. New Resources Not Offering or Not Clearing in the Forward Capacity Auction.

If no capacity from a new resource that was required to submit a critical path schedule in the qualification process clears in the Forward Capacity Auction, or if such a resource does not submit an offer in the Forward Capacity Auction, then the ISO shall not monitor that resource's compliance with its critical path schedule after the Forward Capacity Auction unless, within 5 Business Days after the Forward Capacity Auction is completed, the Project Sponsor for that resource requests in writing that the ISO continue to monitor that resource's compliance with its critical path schedule. A New Generating Capacity Resource may not, however, request that the ISO continue to monitor that resource's compliance with its critical path schedule pursuant to this Section III.13.3.1.2 if that resource participated but did not clear in the Forward Capacity Auction either as: (i) a Conditional Qualified New ~~Generating Capacity~~ Resource, or (ii) a New Generating Capacity Resource with a higher priority in the queue and overlapping interconnection impacts with a Conditional Qualified New ~~Generating Capacity~~ Resource.

III.13.3.2. Quarterly Critical Path Schedule Reports.

For each new resource that is being monitored for compliance with its critical path schedule, the Project Sponsor for that resource must provide a written critical path schedule report to the ISO no later than five Business Days after the end of each calendar quarter. If the Project Sponsor does not provide a written critical path schedule report to the ISO by the fifth Business Day after the end of the calendar quarter,

then the ISO shall issue a notice thereof to the Project Sponsor. If the Project Sponsor fails to provide the critical path schedule report within five Business Days of issuance of that notice, then the resource will be subject to termination pursuant to Section III.13.3.4(c). Each critical path schedule report shall include the following:

III.13.3.2.1. Updated Critical Path Schedule.

The critical path schedule report must include a complete updated version of the critical path schedule as described in Section III.13.1.1.2.2.2, dated contemporaneously with the submission of the critical path schedule report. The updated critical path schedule should clearly indicate if the Project Sponsor is proposing to change any of the milestones or dates from the previously submitted version of the critical path schedule, and must include an explanation of any such proposed changes. In the critical path schedule report, the Project Sponsor should also explain in detail any proposed changes to the project design and the potential impact of such changes on the amount of capacity the resource will be able to provide.

III.13.3.2.2. Documentation of Milestones Achieved.

(a) For all new resources except for Demand Resource projects installed at multiple facilities and Demand Resource projects from a single facility with a Demand Reduction Value of less than 5 MW (discussed in Section III.13.3.2.2(b)), for each critical path schedule milestone achieved since the submission of the previous critical path schedule report, the Project Sponsor must include in the critical path schedule report documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule, as follows:

(i) **Major Permits.** For each major permit described in the critical path schedule, the Project Sponsor shall provide documentation showing that the permit was applied for and obtained as described in the critical path schedule. For permit applications, this documentation could include a dated copy of the permit application or cover letter requesting the permit. For approved permits, this documentation could include a dated copy of the approved permit or letter granting the permit from the permitting authority.

(ii) **Project Financing Closing.** The Project Sponsor shall provide documentation showing that the sources of financing identified in the critical path schedule have committed to provide the amount of financing described in the critical path schedule. This documentation could include copies of commitment letters from the sources of financing.

(iii) **Major Equipment Orders.** For each major component described in the critical path schedule, the Project Sponsor shall provide documentation showing that the equipment was ordered as described in the critical path schedule. This documentation should include a copy of a dated confirmation of the order from the manufacturer or supplier. This documentation should confirm scheduled delivery dates consistent with milestone Section III.13.3.2.2(a)(vi).

(iv) **Substantial Site Construction.** The Project Sponsor shall provide documentation showing that the amount of money expended on construction activities occurring on the project site has exceeded 20 percent of the construction financing costs.

(v) **Major Equipment Delivery.** For each major component described in the critical path schedule, the Project Sponsor shall provide documentation showing that the equipment was delivered to the project site and received as preliminarily acceptable as described in the critical path schedule. This documentation should include a copy of a dated confirmation of delivery to the project site.

(vi) **Major Equipment Testing.** For each major component described in the critical path schedule, the Project Sponsor shall provide documentation showing that the component was tested, including major systems testing as appropriate for the specific technology as described in the critical path schedule, and that the test results demonstrate the equipment's suitability to allow, in conjunction with other major component, subsequent Commercial Operation of the project in accordance with the amount of capacity obligated from the resource in the Capacity Commitment Period in accordance with Good Utility Practice. This documentation could include a dated copy of the satisfactory test results.

(vii) **Commissioning.** The Project Sponsor shall provide documentation showing that the resource has demonstrated a level of performance equal to or greater than the amount of capacity obligated from the resource in the Capacity Commitment Period. This documentation should include a copy of a dated letter of confirmation from the applicable manufacturer, contractor, or installer.

(viii) **Commercial Operation.** The Project Sponsor is not required to provide documentation of Commercial Operation to the ISO as part of the ISO's critical path schedule monitoring. The

ISO shall confirm that the resource has achieved Commercial Operation as described in the critical path schedule through the resource's compliance with the other relevant requirements of the Transmission, Markets and Services Tariff and the ISO New England System Rules.

(ix) **Transmission Upgrades.** If during the qualification process it was determined that, because of overlapping interconnection impacts, transmission upgrades are needed for the new resource to complete its interconnection, then the Project Sponsor shall provide documentation showing that the transmission upgrades have been completed.

(b) For Demand Resource projects installed at multiple facilities and Demand Resource projects from a single facility with a Demand Reduction Value of less than 5 MW, for each critical path schedule milestone achieved since the submission of the previous critical path schedule report, the Project Sponsor must include in the critical path schedule report documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule, as follows:

(i) **Substantial Project Completion.** The Project Sponsor shall provide documentation showing the total offered Demand Reduction Value achieved as of target dates which are: (a) the cumulative percentage of total Demand Reduction Value achieved on target date 1 occurring five weeks prior to the first Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource supplier's capacity award was made; (b) the cumulative percentage of total Demand Reduction Value achieved on target date 2 occurring five weeks prior to the second Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource supplier's capacity award was made; and (c) target date 3 which is the date the resource is expected to achieve commercial operation, which must be on or before the first day of the relevant Capacity Commitment Period and by which date 100 percent of the total Demand Reduction Value must be complete.

(ii) **Pipeline Analysis.** If the Project Sponsor proposes in its New Demand Resource Qualification Package a cumulative Percent of Total Demand Reduction Value Complete that is 30 percent or less by the second critical path schedule target date, then the Project Sponsor shall provide a pipeline analysis to the ISO as specified in Section III.13.1.4.2.2.4.3 of Market Rule 1.

(iii) **Additional Requirements.** For each customer and each prospective customer the Project Sponsor shall provide: name, location, MW amount, and description of stage of

negotiation. If the customer's asset has been registered with the ISO, then the Project Sponsor shall also provide the asset identification number.

III.13.3.2.3. Additional Relevant Information.

The Project Sponsor must include in the critical path schedule report any other information regarding the status or progress of the project or any of the project milestones that might be relevant to the ISO's evaluation of the feasibility of the project being built in accordance with the critical path schedule or the feasibility that the project will meet the requirement that the project achieve Commercial Operation no later than the start of the relevant Capacity Commitment Period.

III.13.3.2.4. Additional Information for Resources Previously Counted As Capacity.

For each resource participating in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Sections III.13.1.1.1.2, III.13.1.1.1.3, or III.13.1.1.1.4 or New Demand Resource pursuant to Section III.13.1.4.1.2 and clearing in that auction, the Project Sponsor must provide information in the critical path schedule report demonstrating: (a) the shedding of the resource's Capacity Supply Obligation in accordance with the provisions of Section III.13.1.1.2.2.5(c); and (b) that the relevant cost threshold (described in Sections III.13.1.1.1.2, III.13.1.1.1.3, and III.13.1.1.1.4) is being met.

III.13.3.3. Failure to Meet Critical Path Schedule.

If the ISO determines that any critical path schedule milestone date has been missed, or if the Project Sponsor proposes a change to any milestone date in a quarterly critical path schedule report (as described in Section III.13.3.2.1), then the ISO shall consult with the Project Sponsor to determine the impact of the missed milestone or proposed revision, and shall determine a revised date for the milestone and for any other milestones affected by the change including Commercial Operation of the project. If a milestone date is revised for any reason, the ISO may require the Project Sponsor to submit a written report to the ISO on the fifth Business Day of each month until the revised milestone is achieved detailing the progress toward meeting the revised milestone. If the Project Sponsor does not provide a written critical path schedule report to the ISO on the fifth Business Day of a month, then the ISO shall issue a notice thereof to the Project Sponsor. If the Project Sponsor fails to provide the critical path schedule report within five Business Days of issuance of that notice, then the resource will be subject to termination pursuant to Section III.13.3.4(c). Such a monthly reporting requirement, if imposed, shall be in addition to the quarterly critical path schedule reports described in Section III.13.3.2.

III.13.3.4. Covering Capacity Supply Obligation where Resource will Not Achieve Commercial Operation by the Start of the Capacity Commitment Period.

Except as described in Section III.13.3.7, if as a result of milestone date revisions, the Commercial Operation milestone date is after the start of any Capacity Commitment Period in which the resource has a Capacity Supply Obligation (except in the circumstances described in Section III.13.7.1.1.3(h) and Section III.13.7.1.1.3(i)), then the Project Sponsor must take actions to cover the entire Capacity Supply Obligation for the portion of the Capacity Commitment Period for which the project will not have achieved Commercial Operation, as follows:

(a) The Project Sponsor may cover its Capacity Supply Obligation through reconfiguration auctions as described in Section III.13.4 or one or more Capacity Supply Obligation Bilaterals, which must be submitted to the ISO as described in Section III.13.5.

(b) If, by the time demand bids are due for the third annual reconfiguration auction for the Capacity Commitment Period in which the resource has a Capacity Supply Obligation, the Project Sponsor has not covered its full Capacity Supply Obligation for the portion of the Capacity Commitment Period for which the project will not have achieved Commercial Operation, then the ISO shall submit a demand bid in that annual reconfiguration auction on the Project Sponsor's behalf for a quantity equal to the largest monthly Capacity Supply Obligation for the Capacity Commitment Period that has not been covered, at the Forward Capacity Auction Starting Price (or, for any demand bid submitted by the ISO in the third annual reconfiguration auction associated with the seventh Capacity Commitment Period, at \$12.11/kW-month), with all payments, charges, rights, obligations, and other results associated with such demand bid applying to the Project Sponsor as if the Project Sponsor itself had submitted the demand bid.

(c) If the Project Sponsor fails to comply with the requirements of Sections III.13.3.2 or III.13.3.3, or if the Capacity Supply Obligation is not covered as described in Sections III.13.3.4(a) and III.13.3.4(b), or if the Project Sponsor covers the Capacity Supply Obligation for two Capacity Commitment Periods, then the ISO, after consultation with the Project Sponsor, shall have the right, through a filing with the Commission, to terminate the resource's Capacity Supply Obligation for any future Capacity Commitment Periods and the resource's right to any payments associated with that Capacity Supply Obligation in the Capacity Commitment Period, and to adjust the resource's qualified capacity for participation in the Forward Capacity Market. Upon Commission ruling, the Project Sponsor shall forfeit any financial assurance provided with respect to that Capacity Supply Obligation. If in these circumstances, however, the ISO does not take steps to terminate the resource's Capacity Supply

Obligation and instead permits the Project Sponsor to continue to cover its Capacity Supply Obligation, such continuation shall be subject to the ISO's right to revoke that permission and to file with the Commission to terminate the resource's Capacity Supply Obligation, and subject to continued reporting by the Project Sponsor as described in this Section III.13.3.

III.13.3.5. Termination of Interconnection Agreement.

If the ISO files with the Commission to terminate a resource's Capacity Supply Obligation as described in Section III.13.3.4(c), the ISO shall have the right to terminate the Interconnection Agreement with that resource through a filing with the Commission and upon Commission ruling. If the Project Sponsor continues to cover all of its Capacity Supply Obligations while challenging such termination before the Commission, it shall retain its Queue Position.

III.13.3.6. Withdrawal from Critical Path Schedule Monitoring.

A Project Sponsor may withdraw its resource from critical path schedule monitoring by the ISO at any time by submitting a written request to the ISO. The ISO also may deem a resource withdrawn from critical path schedule monitoring if the Project Sponsor does not adhere to the requirements of this Section III.13.3. Any resource withdrawn from critical path schedule monitoring shall be subject to the provisions of Section III.13.3.4.

III.13.3.7 Request to Defer Capacity Supply Obligation

A resource that has not yet achieved Commercial Operation and that is subject to critical path schedule monitoring by the ISO pursuant to this Section III.13.3 may seek to defer the applicability of its entire Capacity Supply Obligation by one year pursuant to the provisions of this Section III.13.3.7.

A Project Sponsor seeking such a deferral must notify the ISO in writing no later than the first Business Day in September of the year prior to the third annual reconfiguration auction for the Capacity Commitment Period in which the resource has a Capacity Supply Obligation. If, after consultation with the Project Sponsor, the ISO determines that the absence of the capacity in the first Capacity Commitment Period in which the resource has a Capacity Supply Obligation, as well as in the subsequent Capacity Commitment Period, would result in the violation of any NERC or NPCC (or their successors) criteria or of the ISO New England System Rules, not solely that it may result in the procurement of less capacity than the Installed Capacity Requirement (net of HQICCs) or the Local Sourcing Requirement for the Capacity Zone, then the ISO will review the specific reliability need with and seek feedback from the

Reliability Committee and provide the Project Sponsor with a written determination to that effect within 30 days of the Project Sponsor's notification to the ISO.

If the ISO provides such a written determination, then the Project Sponsor may file with the Commission, no later than the first Business Day in November of the year prior to the third annual reconfiguration auction, a request to defer the applicability of its Capacity Supply Obligation by one year. Any such filing must include the ISO's written determination, and must also demonstrate that the deferral is critical to the resource's ability to achieve Commercial Operation and that the reasons for the deferral are beyond the control of the Project Sponsor.

If the Commission approves the request, all of the rights, obligations, payments, and charges associated with the Capacity Supply Obligation described in Section III.13.6 and Section III.13.7 shall only apply beginning one year after the start of the Capacity Commitment Period in which the resource has a Capacity Supply Obligation. Notwithstanding any other provision of this Section III.13, if the resource achieves commercial operation prior to the deferred date, it will not be eligible to receive revenue in the Forward Capacity Market until the deferred date. Beginning on the deferred date, all of the rights, obligations, payments, and charges associated with the Capacity Supply Obligation shall apply, and the Capacity Supply Obligation and Capacity Clearing Price (indexed using the Handy-Whitman Index of Public Utility Construction Costs in effect as of December 31 of the year preceding the Capacity Commitment Period) associated with the Forward Capacity Auction in which the resource cleared as a new resource shall apply for the full duration of the Capacity Supply Obligation (including multi-year elections made pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5). Neither the Project Sponsor, nor the ISO on the Project Sponsor's behalf, will take actions to cover the resource's Capacity Supply Obligation for the deferral period as described in Section III.13.3.4, but the other requirements of III.13.3, including all reporting requirements and the ISO's right to seek termination, shall continue to apply during the deferral period. Upon Commission approval of the deferral, the resource may not participate in any reconfiguration auctions or Capacity Supply Obligation Bilaterals for any portion of the deferral period. Beginning at 8:00 a.m. (Eastern Time) 30 days after Commission approval of the request, the Project Sponsor shall be required to provide an additional amount of financial assurance as described in Section VII.B.2.c of the ISO New England Financial Assurance Policy.

Notwithstanding any other provision of this Section III.13, if any of the resource's Capacity Supply Obligation in the deferral period was shed in a reconfiguration auction or Capacity Supply Obligation Bilateral prior to Commission approval of the deferral request, then the resource's settlements shall be

adjusted by the ISO to ensure that the resource does not receive any payments associated with that transaction in excess of the charges associated with that transaction; the resource will be responsible for any charges in excess of payments.

III.13.8. Reporting and Price Finality

III.13.8.1. Filing of Certain Determinations Made By the ISO Prior to the Forward Capacity Auction and Challenges Thereto

(a) For each Forward Capacity Auction, no later than 90 days prior to the first day of the auction, the ISO shall make an informational filing with the Commission detailing the following determinations made by the ISO with respect to that Forward Capacity Auction, and providing supporting documentation for each such determination, provided, however, that the determinations in subsections (vi), (vii), and (viii) below shall be filed confidentially with the Commission in the informational filing, except determinations on which new resources have been rejected due to overlapping interconnection impacts (the determinations in subsections (vi), (vii), and (viii) shall be published by the ISO no later than 15 days after the Forward Capacity Auction):

- (i) which Capacity Zones shall be modeled in the Forward Capacity Auction;
- (ii) the transmission interface limits as determined pursuant to Section III.12.5;
- (iii) which existing and proposed transmission lines the ISO determines will be in service by the start of the Capacity Commitment Period associated with the Forward Capacity Auction;
- (iv) the expected amount of installed capacity in each modeled Capacity Zone during the Capacity Commitment Period associated with the Forward Capacity Auction, and the Local Sourcing Requirement for each modeled import-constrained Capacity Zone and the Maximum Capacity Limit for each modeled export-constrained Capacity Zone;
- (v) the multipliers applied in determining the Capacity Value of a Demand Resource, as described in Section III.13.7.1.5.1;
- (vi) which new resources are accepted and rejected in the qualification process to participate in the Forward Capacity Auction;
- (vii) the Internal Market Monitor's determinations regarding each requested offer price from a new resource submitted pursuant to Section III.13.1.1.2.2.3 or Section III.13.1.4.2, including information regarding each of the elements considered in the Internal Market Monitor's

determination of expected net revenues (other than revenues from ISO-administered markets) and whether that element was included or excluded in the determination of whether the offer is consistent with the resource's long run average costs net of expected net revenues other than capacity revenues;

(viii) the Internal Market Monitor's determinations regarding offers or bids submitted during the qualification process made according to the provisions of this Section III.13, including an explanation of the reasons for rejecting any de-list bids from resources associated with pivotal Lead Market Participants as described in Section III.13.1.2.3.2 based on the Internal Market Monitor review and the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor. The filing shall identify to the extent possible the components of the bid which were accepted as justified, and shall also identify to the extent possible the components of the bid which were not justified and which resulted in rejection of the bid;

(ix) which existing resources are qualified to participate in the Forward Capacity Auction (this information will include resource type, capacity zone, and qualified MW); and

(x) aggregate MW from new resources qualified to participate in the Forward Capacity Auction and aggregate de-list bid amounts.

(b) Any comments or challenges to the determinations contained in the informational filing described in Section III.13.8.1(a) or in the qualification determination notifications described in Sections III.13.1.1.2.8, III.13.1.2.4, and III.13.1.3.5.7, and any election made pursuant to Section III.13.1.2.3.2.1.1.1, must be filed with the Commission no later than 15 days after the ISO's submission of the informational filing. If the Commission does not issue an order within 75 days after the ISO's submission of the informational filing that directs otherwise, the determinations contained in the informational filing and elections made pursuant to Section III.13.1.2.3.2.1.1 shall be used in conducting the Forward Capacity Auction, and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c). If within 75 days after the ISO's submission of the informational filing, the Commission does issue an order modifying one or more of the ISO's determinations, then the Forward Capacity Auction shall be conducted no earlier than 15 days following that order using the determinations as modified by the

Commission (unless the Commission directs otherwise), and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c).

(c) For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), the ISO shall make an informational filing with the Commission no later than December 16, 2014 detailing its determination of the New Resource Offer Floor Price for each New Import Capacity Resource making a request and cost information submittal as described in Section III.13.1.3.5.6 and providing supporting documentation for each such determination. These determinations shall be filed confidentially with the Commission in the informational filing. Any comments or challenges to the determinations contained in the informational filing described in this Section III.13.8.1(c) must be filed with the Commission no later than December 23, 2014. If the Commission does not issue an order by January 15, 2015 that directs otherwise, the determinations contained in the informational filing shall be used in conducting the ninth Forward Capacity Auction, and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c). If by January 15, 2015, the Commission does issue an order modifying one or more of the ISO's determinations, then the Forward Capacity Auction shall be conducted using the determinations as modified by the Commission (unless the Commission directs otherwise), and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c).

III.13.8.2. Filing of Forward Capacity Auction Results and Challenges Thereto.

(a) As soon as practicable after the Forward Capacity Auction is complete, the ISO shall file the results of that Forward Capacity Auction with the Commission pursuant to Section 205 of the Federal Power Act, including the final set of Capacity Zones resulting from the auction, the Capacity Clearing Price in each of those Capacity Zones (and the Capacity Clearing Price associated with certain imports pursuant to Section III.13.2.3.3(d), if applicable), and a list of which resources received Capacity Supply Obligations in each Capacity Zone and the amount of those Capacity Supply Obligations. Upon completion of the fourth and future auctions, such list of resources that receive Capacity Supply Obligation shall also specify which resources cleared as Conditional Qualified New ~~Generating Capacity~~ Resources. Upon completion of the fourth and future auctions, the filing shall also list each Long Lead Time ~~Generating~~ Facility, as defined in Schedule 22 or Schedule 25 of Section II of the Transmission, Markets and Services Tariff, that secured a Queue Position to participate as a New Generating Capacity Resource in the Forward Capacity Auction and each resource with lower queue priority that was selected

in the Forward Capacity Auction subject to a Long Lead Time ~~Generating~~ Facility with the higher queue priority. The filing shall also enumerate bids rejected for reliability reasons pursuant to Section III.13.2.5.2.5, and the reasons for those rejections.

(b) The filing of Forward Capacity Auction results made pursuant to this Section III.13.8.2 shall also include documentation regarding the competitiveness of the Forward Capacity Auction, which may include a certification from the auctioneer and the ISO that: (i) all entities offering and bidding in the Forward Capacity Auction were properly qualified in accordance with the provisions of Section III.13.1; and (ii) the Forward Capacity Auction was conducted in accordance with the provisions of Section III.13.

(c) Any objection to the Forward Capacity Auction results must be filed with the Commission within 45 days after the ISO's filing of the Forward Capacity Auction results. The filing of a timely objection with the Commission will be the exclusive means of challenging the Forward Capacity Auction results.

(d) Any change to the Transmission, Markets and Services Tariff affecting the Forward Capacity Market or the Forward Capacity Auction that is filed after the results of a Forward Capacity Auction have been accepted or approved by the Commission shall not affect those Forward Capacity Auction results.

III.13.8.3. **[Reserved.]**

III.13.8.4. **[Reserved.]**

SECTION IV.A
RECOVERY OF ISO ADMINISTRATIVE EXPENSES

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IV.A.1 Definitions:

Whenever used in this Section IV.A, in either the singular or plural number, capitalized terms shall have the meanings specified in Section I.

IV.A.2 Purpose of Section IV.A; Adjustments to Rates

IV.A.2.1 Purpose of Section IV.A

Section IV.A of the Tariff is the means by which the ISO collects the revenues necessary to carry out its administrative functions in each calendar year, and contains rates, charges, terms and conditions for the following Services, which together encompass the functions carried out by the ISO:

- (1) Scheduling, System Control and Dispatch Service (Schedule 1 hereto);
- (2) Energy Administration Service (Schedule 2 hereto); and
- (3) Reliability Administration Service (Schedule 3 hereto).

The rates and charges for each Service during a calendar year are based on the allocated portion of that year's Revenue Requirement. "Revenue Requirement" refers to the budgeted total expense for the year as adjusted by true-ups described herein.

IV.A.2.2 True-Ups

(1) Schedule 2 True-Up

- (i) Each year (Year X), in determining the ISO's Revenue Requirement for the subsequent year (Year X+1), the ISO will make a true-up of the Schedule 2 portion of the Revenue Requirement for the prior year (Year X-1). Any difference between the actual Year X-1 Schedule 2 revenues and amounts budgeted for Schedule 2 revenues in the Year X-1 Revenue Requirement will be reflected in the projected Schedule 2 rates for Year X+1 as stated in paragraph (ii) below.
- (ii) In implementing the true-up adjustment for revenue differences in the volumetric portion of Schedule 2, the differences will be added to (in the case of a revenue shortfall) or subtracted from (in the case of a revenue over-recovery) the ISO's total estimated budgeted amounts for

Schedule 2 for Year X+1. For revenue over-recoveries attributable to the TUs in Schedule 2, the ISO will treat them in the same manner as revenue adjustments for the volumetric portion of Schedule 2. For revenue shortfalls attributable to the TUs in Schedule 2, the ISO will allocate them according to the following method:

(a) 50% of the shortfall will be added to the ISO's projected Revenue Requirement for the Schedule 2 volumetric component (85% of the projected Schedule 2 Revenue Requirement prior to true-ups).

(b) An additional percentage of the shortfall will be added to the ISO's projected Revenue Requirement for the Schedule 2 volumetric component for each percentage decrease which was deemed to have occurred between the number of TUs used in the true-up and the number of TUs that the ISO had used in the original projection of the rates for that year.

(c) The maximum percentage of the shortfall to be added to the Schedule 2 volumetric component is 100%, which would result if the percentage difference between the actual and forecasted TUs were 50% or greater.

(d) Any remaining shortfall revenues after allocation of the shortfall to the Schedule 2 volumetric component will be added to the ISO's projected Revenue Requirement for the Schedule 2 TU component (15% of the projected Schedule 2 Revenue Requirements prior to true-ups).

(iii) True-Ups Collected in Future Rates. To the extent the ISO proposes to change its rate design for Section IV.A, the ISO will continue to implement the true-up procedures stated in this section to recover under- or over-collections of TUs for then-current and prior years. For example, when, on a going-forward basis effective January 1, 2012, the ISO eliminated the inclusion of an estimated true-up for the current year (Year X) in the Revenue Requirement for the subsequent year (Year X+1), the ISO was still required to include in the Revenue Requirement for 2013 the difference between the estimated 2011 true-up filed with the 2012 Revenue Requirement and the final 2011 true-up calculated based on historical data.

(2) General True-Up

Each year (Year X), in determining its Revenue Requirement for Year X+1, the ISO will include in such Revenue Requirement a true-up of Year X-1's Revenue Requirement for Schedules 1, 3 and 5.

Specifically, the Revenue Requirement for Year X+1 will include deviations between collections under this Section IV.A and the ISO's actual expenses for Year X-1. For example, when filing the Revenue Requirement for 2014, the ISO will compute the total actual expenses for Schedules 1, 3 and 5 in 2012 and will compare these totals with the total charges actually collected under the Tariff for each of these Schedules during calendar year 2012. Based on these comparisons, the ISO will adjust the otherwise-projected Revenue Requirement for calendar year 2014 for one or more of Schedules 1, 3 and 5, as needed, downward or upward to reflect the actual calendar year 2012 surplus or deficit, respectively. From these figures the ISO will calculate rates for calendar year 2014, and make a rate change filing for calendar year 2014 and succeeding years, as required, to reflect the budget amount for the applicable calendar year and the true-up calculated by means of the foregoing analysis and adjustments.

(3) Indemnification

The Revenue Requirement does not reflect any amounts received by the ISO due to indemnification payments.

IV.A.3 Billing and Payment

IV.A.3.1 Billing Procedure:

With respect to charges under this Section IV.A., the ISO will apply the ISO Billing Policy as set forth in Exhibit ID to Section I of the Tariff.

IV.A.3.2 Working Capital Advances:

In the event that working capital financing arranged by the ISO is terminated early or repayment is accelerated (and no replacement funding has been obtained by the ISO) and Early Amortization Working Capital Charges have been assessed to Market Participants by the ISO, each month, each Market Participant shall be required to advance to the ISO an amount (each, an "Advance") equal to the ISO's reasonable projection of such Market Participant's charges under the Tariff for three succeeding months. The Advances shall be held in an interest bearing account. In each succeeding month, the ISO shall adjust each Market Participant's Advance so that, in each calendar month, each Market Participant's

Advance is equal to the ISO's reasonable projection of such Market Participant's charges under Section IV.A of the Tariff for such month and the next two succeeding months. If, in the reasonable judgment of the ISO, a cash deficiency is likely to occur at any time as a result of a depletion of the Advances (but not as a result of the failure of any Market Participant to pay its Advance), the ISO shall, at its option, have the right to require each Market Participant to pay the ISO its pro rata share (based on such Market Participant's projected charges under Section IV.A of the Tariff for the instant month and the next two succeeding months compared to projected charges to all Market Participants under Section IV.A of the Tariff for the instant month and the next two succeeding months) of any additional Advances required for the ISO's operations. If any Market Participant withdraws from the ISO or has its membership terminated, its Advance will be returned to it at the end of the month in which its withdrawal or termination is effective, provided that all of the departing Market Participant's liabilities under the Tariff have been satisfied, and all of the other Market Participants will have their Advances adjusted accordingly.

IV.A.4 Regulatory Filings

Nothing contained in the Tariff or any Service Agreement thereunder shall be construed as affecting in any way the right of the ISO to file with the Commission under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder for a change in any rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation.

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Customer receiving a Service under the Tariff to exercise its rights under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

IV.A.5 Creditworthiness

For purposes of Section IV.A of the Tariff, the ISO will apply the ISO New England Financial Assurance Policy attached to Section I of the Tariff. Each Customer shall comply with the requirements of this policy, as applicable.

IV.A.6 Direct Billing; Sanctions

IV.A.6.1 Transmission Studies:

The ISO will conduct and coordinate certain System Impact Studies and Facilities Studies pursuant to, and in accordance with, the Tariff. The costs of System Impact Studies and Facilities Studies will be charged directly to the pertinent Eligible Customers or interconnection applicants. The ISO will also

conduct studies as part of the Forward Capacity Market qualification process and will charge those costs directly through Qualification Process Cost Reimbursement Deposits.

IV.A.6.2 Information Requests:

In fulfilling information requests of a significant and non-routine nature, the ISO will charge its associated direct and indirect costs to the requestor. Revenue from these charges will be credited to Revenue Requirements for the Service to which the information request is most closely related.

IV.A.6.3 Non-Standard Provisions:

If there is a significant direct or indirect cost associated with the ISO's implementation of non-standard provisions for energy or other products in a bilateral contract, the ISO will charge those costs to the contract submitter. Revenue from these charges will be credited to Revenue Requirements for the Service to which the submitted contract is most closely related.

IV.A.6.4 Non-Standard Billing Service:

Market Participants and other Customers who require non-standard billing payment arrangements, pursuant to the terms of the ISO New England Financial Assurance Policy shall be charged the ISO's associated direct and indirect costs for these arrangements. Fees collected will be credited to Revenue Requirements for all three Services, in proportion to the relative Revenue Requirements for those Services.

IV.A.6.5 Imposition of Monetary Sanctions by the ISO:

Amounts collected by the ISO during a month from Market Participants pursuant to Section III.B of the Tariff shall be disbursed or credited by the ISO in accordance with the provisions of the Section III.B.5.5.

IV.A.6.6 Re-billing Requests:

In fulfilling re-billing requests of a significant and non-routine nature as a result of data revisions not being received in a timely fashion from a Customer, the ISO will charge its associated direct and indirect costs to that Customer. Revenue from these charges will be credited to Revenue Requirements for the Service to which the information request is most closely related.

IV.A.7 Metering

IV.A.7.1 Customer Obligations:

The Customer shall be responsible for compliance with metering requirements under the Tariff and the ISO New England Operating Documents and to communicate the metering information to the ISO.

IV.A.7.2 RTO Access to Metering Data:

The ISO will have access to such metering data as may reasonably be required to facilitate measurements and billing under the ISO New England Operating Documents, the Tariff or any Service Agreement thereunder.

IV.A.8 Collection of Commission Annual Charges:

The ISO's collection of amounts necessary to pay annual charges to the Commission is addressed in Schedule 4 hereof.

Schedule 1
Scheduling, System Control and Dispatch Service

Scheduling, System Control and Dispatch Service (“Scheduling Service”) is the service required to schedule at the regional level the movement of power through, out of, within, or into the New England Control Area. For regional transmission service under the Tariff, Scheduling Service is an Ancillary Service that can be provided only by the ISO. All Transmission Customers must be Customers for Scheduling Service under this Tariff and purchase this Service from the ISO. The ISO’s charges stated herein for Scheduling Service are based on the expenses incurred by the ISO in providing this Service. In addition, the ISO acts as a billing agent for the operators of the Local Control Centers and certain Market Participants in order to collect expenses incurred in providing this Service pursuant to this Schedule 1.

The ISO’s expenses are based on the functions and activities required to provide this Service and include, but are not limited to:

- Processing and implementation of requests for regional transmission service, including support of the OASIS node;
- Coordination of transmission system operation (including administration of reactive power requirements under Schedule 2 of Section II of the Tariff) and implementation of necessary control actions by the ISO and support for these functions;
- Billing associated with regional transmission services provided under the Tariff;
- Transmission system planning which supports this Service; and
- Administrative costs associated with the aforementioned functions.

For the ISO’s expenses in providing transmission-related Scheduling Service:

(A) each Customer that is obligated to pay the Regional Network Service rate shall pay each month, in arrears, an amount equal to the product of \$0.15570 per kilowatt month times its Monthly Regional Network Load for that month.

(B) each Customer that is a Transmission Customer receiving Through or Out Service shall pay each month, in arrears, an amount equal to the product of the Transmission Customer’s highest amount of

Reserved Capacity (expressed in kilowatts) for an hour for each transaction scheduled to occur during the month as Through or Out Service multiplied by \$0.00021 per kilowatt for each hour of service.

Schedule 1 revenues collected from Through or Out Service customers shall be credited to each Network Customer receiving Regional Network Service that month in proportion to each Network Customer's Monthly Regional Network Load in that month.

Non-Market Participant FTR fees and any portions of Long Lead Facility deposits collected by the ISO under ~~Section 3.2.3.3(2) of~~ Schedule 22 and Schedule 25 of Section II of the Tariff that become non-refundable will be credited to Schedule 1 Revenue Requirements and will be included in the Schedule 1 true-up calculations.

All general terms and conditions of the Tariff apply to this Service.

Schedule 2
Energy Administration Service

Energy Administration Service (“EAS”) is the Service provided by the ISO to administer the Energy Market.

The ISO’s expenses are based on the functions required to provide EAS and include, but are not limited to:

- Core operation of the Energy Market;
- Generation and demand dispatch related to the Energy Market;
- Energy accounting;
- Loss determination and allocation;
- Billing preparation;
- Market power monitoring and mitigation for the Energy Market;
- Sanctions activities;
- Operation of FTR auctions;
- Market assessment and reports; and
- Formulation of additional market rules and proposals to modify existing rules.

Each Market Participant that has an account for Energy that is settled by the ISO for the current month shall pay each month an amount based on Energy Transaction Units (Energy TUs), Increment Offers, Decrement Bids, Volumetric Measures, submitted FTR auction bids, and cleared FTR auction bids.

Energy TU Based Charges: Each Customer that has, during a month, incurred Energy TUs exceeding zero shall pay an amount, in arrears, equal to the sum of the products of:

- (1) \$0.65101 times the Customer’s first 12,500 Energy TUs for that month; plus
- (2) \$0.59182 times the amount of Energy TUs that exceed 12,500 but are less than or equal to 39,500; plus
- (3) \$0.53264 times the amount of Energy TUs that exceed 39,500.

Charges Based on Increment Offers and Decrement Bids: Each Customer submitting Increment Offers and/or Decrement Bids shall pay, in arrears, amounts equal to:

- (1) \$0.00500 times the number of Increment Offers and Decrement Bids submitted by the Customer for that month; plus
- (2) \$0.06000 times the number of Increment Offers and Decrement Bids submitted by the Customer for that month that clear in the Day-Ahead Energy Market.

Volumetric Measure Based Charges: A Customer shall be considered an EAS VM Customer if the sum of Monthly Real-Time Load Obligation and Monthly Real-Time Generation Obligation (measured in megawatt-hours, MWh) assessed to that Customer during the month exceeds zero (0), in which case, the total EAS VM charges for that Customer shall be equal to the sum of:

- (1) Monthly Real-Time Load Obligation (MWh); and
- (2) Monthly Real-Time Generation Obligation (MWh); provided, however, that Monthly Real-Time Generation Obligation associated with energy imported into the New England Control Area by Bangor Hydro-Electric Company across the New Brunswick ties shall be excluded (up to 300 MW) for billing and rate calculation purposes from EAS VMs.

Subject to the foregoing, each Market Participant that is identified as an EAS VM Customer for that month shall pay an amount, in arrears, based on total EAS VM, equal to:

- (a) \$0.25517 per MWh for the first 250,000 MWh of EAS VM for that month; plus
- (b) \$0.23197 per MWh for each VM that exceeds 250,000 EAS VM but is less than or equal to 1,500,000 MWh for that month; plus
- (c) \$0.20877 per MWh for each EAS VM in excess of 1,500,000 MWh for that month.

Charges Based on Submitted and Cleared FTR Bids: Each Customer submitting FTR auction bids shall pay, in arrears, amounts equal to:

- (1) \$.85853 times the number of bids submitted by the Customer into any FTR auctions held for that month; plus
- (2) \$.85853 times the number of bids submitted by the Customer into any annual or multi-month FTR auctions (billed with the invoice for the first month of the annual or multi-month FTR auction); plus
- (3) \$1.21377 times the number of bids submitted by the Customer during that month that clear any FTR auctions held for that month; plus
- (4) \$1.21377 times the number of bids submitted by the Customer that clear any annual or multi-month FTR auctions (billed with the invoice for the first month of the annual or multi-month FTR auction).

Schedule 3
Reliability Administration Service

Reliability Administration Service (“RAS”) is the Service provided by the ISO to administer the Reliability Markets (and facilitate reliability-associated transactions and arrangements) in accordance with the Tariff and the corresponding rules promulgated thereunder, and to provide other reliability and informational services. The Reliability Markets are also a means by which certain Ancillary Services are obtained under Section II of the Tariff. Each Customer must enter into a Service Agreement.

The ISO’s administrative expenses are based on the functions required to provide this Service and include, but are not limited to:

- Generation and demand dispatch associated with Reliability Markets;
- Reliability Markets accounting;
- Billing preparation;
- The ISO generation emissions analysis;
- Risk profile updates;
- Triennial review of resource adequacy;
- Studies and qualification of resources under Forward Capacity Market;
- Preparation of regional reports and load forecasts and profiles (Capacity, Energy, Load and Transmission reports; reports to the Energy Information Administration (EIA) of the United States Department of Energy; reports to the North American Electric Reliability Corporation; Regional System Plan);
- Support of power supply, environmental and market reliability planning activities;
- Market power monitoring, mitigation and assessment for the Reliability Markets;
- Formulation of additional market rules and proposals to modify existing rules.

(A) Each Transmission Customer taking Through or Out Service that is not a Market Participant shall be considered a RAS Customer and shall pay each month, in arrears, a RAS fee equal to the product of \$3.02 times the number of hourly Through or Out reservations made for that month.

(B) Each Customer that is a Market Participant shall be considered a RAS Customer and shall pay each month, in arrears, an amount equal to the product of \$0.18763 per kilowatt month times the Market Participant's Real-Time NCP Load Obligation (measured in kilowatts) for that month.

(C) For Exports, each RAS Customer shall pay each month, in arrears, an amount equal to \$0.37 per MWh per Export, where MWh represents the hourly scheduled MWs of associated Export.

In order to preserve the settlement approved in Docket No. ER01-316, Market Participants engaging in "through" transactions using Through or Out Service will not be deemed to have a Real-Time Load Obligation on account of those transactions.

Charges collected under Schedule 3 for RAS do not include any amounts paid by the ISO on behalf of the Market Participants to purchase emergency power.

Charges collected under Schedule 3 for RAS do not include the recovery of costs associated with disclosure or tracking obligations. If one or more states require Market Participants to undertake such activity the ISO will separately charge the expenses associated with such obligations.

All general terms and conditions of the Tariff apply to this Service.

Schedule 4
Collection of Commission Annual Charges

Each Transmission Owner that is jurisdictional to the Commission shall provide to the ISO under oath, sixty days in advance of the due date for the Commission's Reporting Requirement No. 582 ("FERC-582"), data for the pertinent period concerning the Transmission Owner's megawatt-hours of all unbundled transmission (including MWh delivered in wheeling transactions and MWh delivered in exchange transactions) and the Transmission Owner's megawatt-hours of all bundled wholesale power sales (to the extent these latter MWh were not separately reported as unbundled transmission) for the pertinent period, in the level of detail required by Commission regulations and necessary for the ISO to make and support a FERC-582 report by the ISO for the New England Control Area. These amounts are reported on the Commission's Form 1 in connection with accounts 447, 456, and 555.

Upon the ISO's receipt of the Commission's bill for the annual charges for the New England Control Area, the ISO will promptly calculate the allocable portion of that annual charge payable by each Transmission Owner. To determine the amount payable by each Transmission Owner for the annual charge for the then-current Commission fiscal year, the ISO will divide each Transmission Owner's total reported megawatt-hours of transmission of electric energy in interstate commerce by the total megawatt-hours of transmission of electric energy in interstate commerce reported for the prior calendar year by the ISO in FERC-582 for the New England Control Area, and multiply the resulting figure by the Commission's annual charge to the New England Control Area for the then-current Commission fiscal year. The allocation among Transmission Owners of any adjustments for the prior Commission fiscal year reflected in the current-year Commission bill will be calculated by multiplying (x) each Transmission Owner's adjusted sales (i.e., megawatt-hours of transmission of electric energy in interstate commerce) for the calendar year on which that prior Commission fiscal year's annual charges were based by (y) the final Commission charge factor for that prior fiscal year, as indicated in the Commission bill. This amount will be compared with the amount originally paid by the corresponding Transmission Owner for the prior fiscal year and any difference (positive or negative) will be an adjustment to the payment required from that Transmission Owner for current-year Commission annual charges. The ISO will promptly notify each Transmission Owner of the required payment, and each Transmission Owner shall pay to the ISO, within fifteen (15) days of the Transmission Owner's receipt of the notice, the amount specified in the notice.

Each Transmission Owner will provide the ISO with assistance reasonably required in responding to information requests and audits by the Commission in connection with the Form 582 Reporting Requirement and payment of annual charges.

Schedule 5
Collection of NESCOE Budget

The ISO acts as the billing and collection agent for the New England States Committee on Electricity (NESCOE) for recovery of amounts reflected in the annual NESCOE budget through the rates set forth below. Each year, NESCOE will develop an annual budget, including supporting documentation and justification and a collection schedule, and present it to the ISO in final form no later than October 20 for the following calendar year, following the budget review process set forth in understandings among NESCOE, the ISO, and NEPOOL, which process is anticipated to begin in June each year. NESCOE shall not exceed its budget in any given calendar year. The “General True-Up Provision” in Section IV.A.2.2.(2) of this Tariff shall apply to this Schedule 5.

The ISO will calculate the Schedule 5 rate based on the rate design specified below. The ISO will submit the NESCOE-provided materials and any revised tariff sheets to the Commission separately but contemporaneously with the ISO’s annual filing of rates to recover ISO’s other administrative expenses.

For the calendar year 2015, the six New England states shall bear NESCOE’s budgeted costs as follows. Each Customer that is obligated to pay the Regional Network Service rate shall pay each month, in arrears, an amount equal to the product of \$0.00000 per kilowatt times its Monthly Regional Network Load for that month.

I.2 Rules of Construction; Definitions

I.2.1 Rules of Construction:

In this Tariff, unless otherwise provided herein:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting a gender include all genders;
- (c) references to a particular part, clause, section, paragraph, article, exhibit, schedule, appendix or other attachment shall be a reference to a part, clause, section, paragraph, or article of, or an exhibit, schedule, appendix or other attachment to, this Tariff;
- (d) the exhibits, schedules and appendices attached hereto are incorporated herein by reference and shall be construed with an as an integral part of this Tariff to the same extent as if they were set forth verbatim herein;
- (e) a reference to any statute, regulation, proclamation, ordinance or law includes all statutes, regulations, proclamations, amendments, ordinances or laws varying, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, policies, protocols, codes, proclamations and ordinances issued or otherwise applicable under that statute unless, in any such case, otherwise expressly provided in any such statute or in this Tariff;
- (f) a reference to a particular section, paragraph or other part of a particular statute shall be deemed to be a reference to any other section, paragraph or other part substituted therefor from time to time;
- (g) a definition of or reference to any document, instrument or agreement includes any amendment or supplement to, or restatement, replacement, modification or novation of, any such document, instrument or agreement unless otherwise specified in such definition or in the context in which such reference is used;
- (h) a reference to any person (as hereinafter defined) includes such person's successors and permitted assigns in that designated capacity;
- (i) any reference to "days" shall mean calendar days unless "Business Days" (as hereinafter defined) are expressly specified;
- (j) if the date as of which any right, option or election is exercisable, or the date upon which any amount is due and payable, is stated to be on a date or day that is not a Business Day, such right, option or election may be exercised, and such amount shall be deemed due and payable, on the next succeeding Business Day with the same effect as if the same was exercised or made on such

date or day (without, in the case of any such payment, the payment or accrual of any interest or other late payment or charge, provided such payment is made on such next succeeding Business Day);

- (k) words such as “hereunder,” “hereto,” “hereof” and “herein” and other words of similar import shall, unless the context requires otherwise, refer to this Tariff as a whole and not to any particular article, section, subsection, paragraph or clause hereof; and a reference to “include” or “including” means including without limiting the generality of any description preceding such term, and for purposes hereof the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned.

I.2.2. Definitions:

In this Tariff, the terms listed in this section shall be defined as described below:

Actual Load is the consumption at the Retail Delivery Point for the hour.

Additional Resource Blackstart O&M Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Additional Resource Specified-Term Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Additional Resource Standard Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Adjusted Audited Demand Reduction is the Audited Demand Reduction of a Demand Response Resource adjusted in accordance with Section III.13.7.1.5.10.1.1.

Administrative Costs are those costs incurred in connection with the review of Applications for transmission service and the carrying out of System Impact Studies and Facilities Studies.

Administrative Export De-List Bid is a bid that may be submitted in a Forward Capacity Auction by certain Existing Generating Capacity Resources subject to a multi-year contract to sell capacity outside of

the New England Control Area during the associated Capacity Commitment Period, as described in Section III.13.1.2.3.1.4 of Market Rule 1.

Administrative Sanctions are defined in Section III.B.4.1.2 of Appendix B of Market Rule 1.

ADR Neutrals are one or more firms or individuals identified by the ISO with the advice and consent of the Participants Committee that are prepared to act as neutrals in ADR proceedings under Appendix D to Market Rule 1.

Advance is defined in Section IV.A.3.2 of the Tariff.

Affected Party, for purposes of the ISO New England Billing Policy, is defined in Section 6.3.5 of the ISO New England Billing Policy.

Affiliate is any person or entity that controls, is controlled by, or is under common control by another person or entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the authority to direct the management or policies of an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

AGC is automatic generation control.

Allocated Assessment is a Covered Entity's right to seek and obtain payment and recovery of its share in any shortfall payments under Section 3.3 or Section 3.4 of the ISO New England Billing Policy.

Alternative Capacity Price Rule is a rule potentially affecting Capacity Clearing Prices in a Forward Capacity Auction, as described in Section III.13.2.7.8 of Market Rule 1.

Alternative Dispute Resolution (ADR) is the procedure set forth in Appendix D to Market Rule 1.

Alternative Technologies Regulation Pilot Program is the pilot described in Appendix J to Market Rule 1.

Ancillary Services are those services that are necessary to support the transmission of electric capacity and energy from resources to loads while maintaining reliable operation of the New England Transmission System in accordance with Good Utility Practice.

Announced Schedule 1 EA Amount, Announced Schedule 2 EA Amount, Announced Schedule 3 EA Amount are defined in Section IV.B.2.2 of the Tariff.

Annual Transmission Revenue Requirements are the annual revenue requirements of a PTO's PTF or of all PTOs' PTF for purposes of the OATT shall be the amount determined in accordance with Attachment F to the OATT.

Annualized FCA Payment is used to determine a resource's availability penalties and is calculated in accordance with Section III.13.7.2.7.1.2(b) of Market Rule 1.

Applicants, for the purposes of the ISO New England Financial Assurance Policy, are entities applying for Market Participant status or for transmission service from the ISO.

Application is a written request by an Eligible Customer for transmission service pursuant to the provisions of the OATT.

APR-1 means the first of three Alternative Capacity Price Rule mechanisms described in Section III.13.2.7.8.

APR-2 means the second of three Alternative Capacity Price Rule mechanisms described in Section III.13.2.7.8.

APR-3 means the third of three Alternative Capacity Price Rule mechanisms described in Section III.13.2.7.8.

Asset is a generating unit, interruptible load, a component of a demand response resource or load asset.

Asset Registration Process is the ISO business process for registering a physical load, generator, or tie-line for settlement purposes. The Asset Registration Process is posted on the ISO's website.

Asset Related Demand is a physical load that has been discretely modeled within the ISO's dispatch and settlement systems, settles at a Node and, except for pumped storage load, is made up of one or more individual end-use metered customers receiving service from the same point or points of electrical supply, with an aggregate average hourly load of 1 MW or greater during the 12 months preceding its registration.

Asset Related Demand Bid Block-Hours are Block-Hours assigned to the Lead Market Participant for each Asset Related Demand bid. Blocks of the bid in effect for each hour will be totaled to determine the daily quantity of Asset Related Demand Bid Block-Hours. In the case that a Resource has a Real-Time unit status of "unavailable" for an entire day, that day will not contribute to the quantity of Asset Related Demand Bid Block-Hours. However, if the Resource has at least one hour of the day with a unit status of "available," the entire day will contribute to the quantity of Asset Related Demand Bid Block-Hours.

Asset-Specific Going Forward Costs are the net risk-adjusted going forward costs of an asset that is part of an Existing Generating Capacity Resource, calculated for the asset in the same manner as the net-risk adjusted going forward costs of Existing Generating Capacity Resources as described in Section III.13.1.2.3.2.1.2.

Assigned Meter Reader reports to the ISO the hourly and monthly MWh associated with the Asset. These MWh are used for settlement. The Assigned Meter Reader may designate an agent to help fulfill its Assigned Meter Reader responsibilities; however, the Assigned Meter Reader remains functionally responsible to the ISO.

Auction Revenue Right (ARR) is a right to receive FTR Auction Revenues in accordance with Appendix C of Market Rule 1.

Auction Revenue Right Allocation (ARR Allocation) is defined in Section 1 of Appendix C of Market Rule 1.

Auction Revenue Right Holder (ARR Holder) is an entity which is the record holder of an Auction Revenue Right (excluding an Incremental ARR) in the register maintained by the ISO.

Audited Demand Reduction is the seasonal claimed capability of a Demand Response Resource as established pursuant to Section III.13.6.1.5.4.

Audited Full Reduction Time is the Offered Full Reduction Time associated with the Demand Response Resource's most recent audit.

Authorized Commission is defined in Section 3.3 of the ISO New England Information Policy.

Authorized Person is defined in Section 3.3 of the ISO New England Information Policy.

Automatic Response Rate is the response rate, in MW/Minute, at which a Market Participant is willing to have a generating unit change its output while providing Regulation between the Regulation High Limit and Regulation Low Limit.

Average Hourly Load Reduction is either: (i) the sum of the Demand Resource's electrical energy reduction during Demand Resource On-Peak Hours in the month divided by the number of Demand Resource On-Peak Hours in the month; (ii) the sum of the Demand Resource's electrical energy reduction during Demand Resource Seasonal Peak Hours in the month divided by the number of Demand Resource Seasonal Peak Hours in the month; or (iii) in each Real-Time Demand Response Event Hour, the sum of the baseline electrical energy consumption less the sum of the actual electrical energy consumption of all of the Real-Time Demand Response Assets associated with the Real-Time Demand Response Resource as registered with the ISO as of the first day of the month; or (iv) in each Real-Time Emergency Generation Event Hour, the sum of the baseline electrical energy consumption less the sum of the actual electrical energy consumption of all of the Real-Time Emergency Generation Assets associated with the Real-time Emergency Generation Resource as registered with the ISO as of the first day of the month. The Demand Resource's electrical energy reduction and Average Hourly Load Reduction shall be determined consistent with the Demand Resource's Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements, as described in Section III.13.1.4.3 of Market Rule 1 and the ISO New England Manuals.

Average Hourly Output is either: (i) the sum of the Demand Resource's electrical energy output during Demand Resource On-Peak Hours in the month divided by the number of Demand Resource On-Peak Hours in the month; (ii) the sum of the Demand Resource's electrical energy output during Demand Resource Seasonal Peak Hours in the month divided by the number of Demand Resource Seasonal Peak Hours in the month; or (iii) in each Real-Time Demand Response Event Hour or Real-Time Emergency Generation Event Hour, the sum of the electrical energy output of all of the Real-Time Demand Response Assets or Real-Time Emergency Generation Assets associated with the Real-Time Demand Response

Resource or Real-Time Emergency Generation Resource as registered with the ISO as of the first day of the month. Electrical energy output and Average Hourly Output shall be determined consistent with the Demand Resource's Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements, as described in Section III.13.1.4.3 of Market Rule 1 and the ISO New England Manuals.

Average Monthly PER is calculated in accordance with Section III.13.7.2.7.1.1.2(a) of Market Rule 1.

Bankruptcy Code is the United States Bankruptcy Code.

Bankruptcy Event occurs when a Covered Entity files a voluntary or involuntary petition in bankruptcy or commences a proceeding under the United States Bankruptcy Code or any other applicable law concerning insolvency, reorganization or bankruptcy by or against such Covered Entity as debtor.

Bilateral Contract (BC) is any of the following types of contracts: Internal Bilateral for Load, Internal Bilateral for Market for Energy, and External Transactions.

Bilateral Contract Block-Hours are Block-Hours assigned to the seller and purchaser of an Internal Bilateral for Load, Internal Bilateral for Market for Energy and External Transactions; provided, however, that only those contracts which apply to the Real-Time Energy Market will accrue Block-Hours.

Blackstart Capability Test is the test, required by ISO New England Operating Documents, of a resource's capability to provide Blackstart Service.

Blackstart Capital Payment is the annual compensation, as calculated pursuant to Section 5.1, or as referred to in Section 5.2, of Schedule 16 to the OATT, for a Designated Blackstart Resource's Blackstart Equipment capital costs associated with the provision of Blackstart Service (excluding the capital costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Blackstart CIP Capital Payment is the annual compensation level, as calculated pursuant to Section 5.1 utilizing data from Table 6 of Appendix A to this Schedule 16, or as referred to in Section 5.2, of Schedule 16 to the OATT, for a Blackstart Station's costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service.

Blackstart CIP O&M Payment is the annual compensation level, as calculated pursuant to Section 5.1 of Schedule 16 to the OATT, utilizing data from Table 6 of Appendix A to this Schedule 16, for a Blackstart Station's operating and maintenance costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of the provision of Blackstart Service.

Blackstart Equipment is any equipment that is solely necessary to enable the Designated Blackstart Resource to provide Blackstart Service and is not required to provide other products or services under the Tariff.

Blackstart O&M Payment is the annual compensation, as calculated pursuant to Section 5.1 of Schedule 16 to the OATT, for a Designated Blackstart Resource's operating and maintenance costs associated with the provision of Blackstart Service (except for operating and maintenance costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Blackstart Owner is the Market Participant who is authorized on behalf of the Generator Owner(s) to offer or operate the resource as a Designated Blackstart Resource and is authorized to commit the resource to provide Blackstart Service.

Blackstart Service is the Ancillary Service described in Section II.47 of the Tariff and Schedule 16 of the OATT, which also encompasses "System Restoration and Planning Service" under the predecessor version of Schedule 16.

Blackstart Service Commitment is the commitment by a Blackstart Owner for its resource to provide Blackstart Service and the acceptance of that commitment by the ISO, in the manner detailed in ISO New England Operating Procedure No. 11 – Designated Blackstart Resource Administration (OP 11), and which includes a commitment to provide Blackstart Service under a "Signature Page for Schedule 16 of the NEPOOL OATT" that was executed and in effect prior to January 1, 2013 for Category A Designated Blackstart Resources or a commitment to provide Blackstart Service established under Operating Procedure 11 – Designated Blackstart Resource Administration (OP11) for Category B Designated Blackstart Resources.

Blackstart Service Minimum Criteria are the minimum criteria that a Blackstart Owner and its resource must meet in order to establish and maintain a resource as a Designated Blackstart Resource.

Blackstart Standard Rate Payment is the formulaic rate of monthly compensation, as calculated pursuant to Section 5 of Schedule 16 to the OATT, paid to a Blackstart Owner for the provision of Blackstart Service from a Designated Blackstart Resource.

Blackstart Station is comprised of (i) a single Designated Blackstart Resource or (ii) two or more Designated Blackstart Resources that share Blackstart Equipment.

Blackstart Station-specific Rate Payment is the Commission-approved compensation, as calculated pursuant to Section 5.2 of Schedule 16 to the OATT, paid to a Blackstart Owner on a monthly basis for the provision of Blackstart Service by Designated Blackstart Resources located at a specific Blackstart Station.

Blackstart Station-specific Rate Capital Payment is a component of the Blackstart Station-specific Rate Payment that reflects a Blackstart Station's capital Blackstart Equipment costs associated with the provision of Blackstart Service (excluding the capital costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Blackstart Station-specific Rate CIP Capital Payment is a component of the Blackstart Station-specific Rate Payment that reflects a Blackstart Station's capital costs associated with compliance with NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service.

Block is defined as follows: (1) With respect to Bilateral Contracts, a Bilateral Contract administered by the ISO for an hour; (2) with respect to Supply Offers administered by the ISO, a quantity with a related price for Energy (Supply Offers for Energy may contain multiple sets of quantity and price pairs for each hour); (3) with respect to Demand Bids administered by the ISO, a quantity with a related price for Energy (Demand Bids for Energy may contain multiple sets of quantity and price pairs for each hour); (4) with respect to Increment Offers administered by the ISO, a quantity with a related price for Energy (Increment Offers for Energy may contain multiple sets of quantity and price pairs for each hour); (5) with respect to Decrement Bids administered by the ISO, a quantity with a related price for Energy (Decrement Bids for Energy may contain multiple sets of quantity and price pairs for each hour); (6) with respect to Asset Related Demand bids administered by the ISO, a quantity with a related price for Energy

(Asset Related Demand bids may contain multiple sets of quantity and price pairs for each hour); and (7) with respect to Demand Reduction Offers administered by the ISO, a quantity of reduced demand with a related price (for Capacity Commitment Periods commencing on or after June 1, 2017, Demand Reduction Offers may contain multiple sets of quantity and price pairs for the day).

Block-Hours are the number of Blocks administered for a particular hour.

Budget and Finance Subcommittee is a subcommittee of the Participants Committee, the responsibilities of which are specified in Section 8.4 of the Participants Agreement.

Business Day is any day other than a Saturday or Sunday or ISO holidays as posted by the ISO on its website.

Cancelled Start NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Capability Demonstration Year is the one year period from September 1 through August 31.

Capability Year means a year's period beginning on June 1 and ending May 31.

Capacity Acquiring Resource is a resource that is seeking to acquire a Capacity Supply Obligation through a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1 of Market Rule 1.

Capacity Balancing Ratio is a ratio used in calculating the Capacity Performance Payment in the Forward Capacity Market beginning on June 1, 2018 pursuant to rules filed with the Commission on July 14, 2014.

Capacity Capability Interconnection Standard has the meaning specified in Schedule 22, Schedule 23, and Schedule 25 of the OATT.

Capacity Carried Forward Due to Rationing is described in Section III.13.2.7.8.2.1(c)(b)(ii) of Market Rule 1.

Capacity Clearing Price is the clearing price for a Capacity Zone for a Capacity Commitment Period resulting from the Forward Capacity Auction conducted for that Capacity Commitment Period, as determined in accordance with Section III.13.2.7 of Market Rule 1.

Capacity Clearing Price Floor is described in Section III.13.2.7.

Capacity Commitment Period is the one-year period from June 1 through May 31 for which obligations are assumed and payments are made in the Forward Capacity Market.

Capacity Cost (CC) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

Capacity Export Through Import Constrained Zone Transaction is defined in Section III.1.10.7(f)(i) of Market Rule 1.

Capacity Load Obligation is the quantity of capacity for which a Market Participant is financially responsible, equal to that Market Participant's Capacity Requirement (if any) adjusted to account for any relevant Capacity Load Obligation Bilaterals, as described in Section III.13.7.3.1 of Market Rule 1.

Capacity Load Obligation Acquiring Participant is a load serving entity or any other Market Participant seeking to acquire a Capacity Load Obligation through a Capacity Load Obligation Bilateral, as described in Section III.13.5.2 of Market Rule 1.

Capacity Load Obligation Bilateral is a bilateral contract through which a Market Participant may transfer all or a portion of its Capacity Load Obligation to another entity, as described in Section III.13.5 of Market Rule 1.

Capacity Load Obligation Transferring Participant is an entity that has a Capacity Load Obligation and is seeking to shed such obligation through a Capacity Load Obligation Bilateral, as described in Section III.13.5.2 of Market Rule 1.

Capacity Network Import Capability (CNI Capability) is as defined in Section I of Schedule 25 of the OATT.

Capacity Network Import Interconnection Service (CNI Interconnection Service) is as defined in Section I of Schedule 25 of the OATT.

Capacity Network Resource (CNR) is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

Capacity Network Resource Interconnection Service is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

Capacity Performance Payment is the performance-dependent portion of revenue received in the Forward Capacity Market beginning on June 1, 2018 pursuant to rules filed with the Commission on July 14, 2014.

Capacity Rationing Rule addresses whether offers and bids in a Forward Capacity Auction may be rationed, as described in Section III.13.2.6 of Market Rule 1.

Capacity Requirement is described in Section III.13.7.3.1 of Market Rule 1.

Capacity Supply Obligation is an obligation to provide capacity from a resource, or a portion thereof, to satisfy a portion of the Installed Capacity Requirement that is acquired through a Forward Capacity Auction in accordance with Section III.13.2, a reconfiguration auction in accordance with Section III.13.4, or a Capacity Supply Obligation Bilateral in accordance with Section III.13.5.1 of Market Rule 1.

Capacity Supply Obligation Bilateral is a bilateral contract through which a Market Participant may transfer all or a part of its Capacity Supply Obligation to another entity, as described in Section III.13.5.1 of Market Rule 1.

Capacity-to-Service Ratio is defined in Section III.3.2.2(h) of Market Rule 1.

Capacity Transfer Right (CTR) is a financial right that entitles the holder to the difference in the Net Regional Clearing Prices between Capacity Zones for which the transfer right is defined, in the MW amount of the holder's entitlement.

Capacity Transferring Resource is a resource that has a Capacity Supply Obligation and is seeking to shed such obligation, or a portion thereof, through a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1 of Market Rule 1.

Capacity Value is the value (in kW-month) of a Demand Resource for a month determined pursuant to Section III.13.7.1.5 of Market Rule 1.

Capacity Zone is a geographic sub-region of the New England Control Area as determined in accordance with Section III.12.4 of Market Rule 1.

Capital Funding Charge (CFC) is defined in Section IV.B.2 of the Tariff.

CARL Data is Control Area reliability data submitted to the ISO to permit an assessment of the ability of an external Control Area to provide energy to the New England Control Area in support of capacity offered to the New England Control Area by that external Control Area.

Carried Forward Excess Capacity is calculated as described in Section III.13.2.7.8.2.1(c) of Market Rule 1.

Category A Designated Blackstart Resource is a Designated Blackstart Resource that has committed to provide Blackstart Service under a “Signature Page for Schedule 16 of the NEPOOL OATT” that was executed and in effect prior to January 1, 2013 and has not been converted to a Category B Designated Blackstart Resource.

Category B Designated Blackstart Resource is a Designated Blackstart Resource that is not a Category A Designated Blackstart Resource.

Charge is a sum of money due from a Covered Entity to the ISO, either in its individual capacity or as billing and collection agent for NEPOOL pursuant to the Participants Agreement.

CLAIM10 is the value, expressed in megawatts, calculated pursuant to Section III.9.5.3 of the Tariff.

CLAIM30 is the value, expressed in megawatts, calculated pursuant to Section III.9.5.3 of the Tariff.

Claimed Capability Audit is performed to determine the real power output capability of a Generator Asset.

CNR Capability is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

Coincident Peak Contribution is a Market Participant's share of the New England Control Area coincident peak demand for the prior calendar year as determined prior to the start of each power year, which reflects the sum of the prior year's annual coincident peak contributions of the customers served by the Market Participant at each Load Asset in all Load Zones. Daily Coincident Peak Contribution values shall be submitted by the Assigned Meter Reader or Host Participant by the meter reading deadline to the ISO.

Commercial Capacity, for the purposes of the ISO New England Financial Assurance Policy, is defined in Section VII.A of that policy.

Commission is the Federal Energy Regulatory Commission.

Commitment Period is (i) for a Day-Ahead Energy Market commitment, a period of one or more contiguous hours for which a Resource is cleared in the Day-Ahead Energy Market, and (ii) for a Real-Time Energy Market commitment, the period of time for which the ISO indicates the Resource is being committed when it issues the Dispatch Instruction. If the ISO does not indicate the period of time for which the Resource is being committed in the Real-Time Energy Market, then the Commitment Period is the Minimum Run Time for an offline Resource and one hour for an online Resource.

Common Costs are those costs associated with a Station that are avoided only by (1) the clearing of the Static De-List Bids or the Permanent De-List Bids of all the Existing Generating Capacity Resources comprising the Station; or (2) the acceptance of a Non-Price Retirement Request of the Station.

Completed Application is an Application that satisfies all of the information and other requirements of the OATT, including any required deposit.

Compliance Effective Date is the date upon which the changes in the predecessor NEPOOL Open Access Transmission Tariff which have been reflected herein to comply with the Commission's Order of April 20, 1998 became effective.

Composite FCM Transaction is a transaction for separate resources seeking to participate as a single composite resource in a Forward Capacity Auction in which multiple Designated FCM Participants provide capacity, as described in Section III.13.1.5 of Market Rule 1.

Conditional Qualified New Resource is defined in Section III.13.1.1.2.3(f) of Market Rule 1.

Confidential Information is defined in Section 2.1 of the ISO New England Information Policy, which is Attachment D to the Tariff.

Confidentiality Agreement is Attachment 1 to the ISO New England Billing Policy.

Congestion is a condition of the New England Transmission System in which transmission limitations prevent unconstrained regional economic dispatch of the power system. Congestion is the condition that results in the Congestion Component of the Locational Marginal Price at one Location being different from the Congestion Component of the Locational Marginal Price at another Location during any given hour of the dispatch day in the Day-Ahead Energy Market or Real-Time Energy Market.

Congestion Component is the component of the nodal price that reflects the marginal cost of congestion at a given Node or External Node relative to the reference point. When used in connection with Zonal Price and Hub Price, the term Congestion Component refers to the Congestion Components of the nodal prices that comprise the Zonal Price and Hub Price weighted and averaged in the same way that nodal prices are weighted to determine Zonal Price and averaged to determine the Hub Price.

Congestion Cost is the cost of congestion as measured by the difference between the Congestion Components of the Locational Marginal Prices at different Locations and/or Reliability Regions on the New England Transmission System.

Congestion Paying LSE is, for the purpose of the allocation of FTR Auction Revenues to ARR Holders as provided for in Appendix C of Market Rule 1, a Market Participant or Non-Market Participant Transmission Customer that is responsible for paying for Congestion Costs as a Transmission Customer paying for Regional Network Service under the Transmission, Markets and Services Tariff, unless such Transmission Customer has transferred its obligation to supply load in accordance with ISO New England System Rules, in which case the Congestion Paying LSE shall be the Market Participant supplying the

transferred load obligation. The term Congestion Paying LSE shall be deemed to include, but not be limited to, the seller of internal bilateral transactions that transfer Real-Time Load Obligations under the ISO New England System Rules.

Congestion Revenue Fund is the amount available for payment of target allocations to FTR Holders from the collection of Congestion Cost.

Congestion Shortfall means congestion payments exceed congestion charges during the billing process in any billing period.

Control Agreement is the document posted on the ISO website that is required if a Market Participant's cash collateral is to be invested in BlackRock funds.

Control Area is an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the applicable regional reliability council or the North American Electric Reliability Corporation; and
- (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

Correction Limit means the date that is one hundred and one (101) calendar days from the last Operating Day of the month to which the data applied. As described in Section III.3.6.1 of Market Rule 1, this will be the period during which meter data corrections must be submitted unless they qualify for submission as a Requested Billing Adjustment under Section III.3.7 of Market Rule 1.

Cost of Energy Consumed (CEC) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

Cost of Energy Produced (CEP) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

Cost of New Entry (CONE) is the estimated cost of new entry (\$/kW-month) for a capacity resource that is determined by the ISO for each Forward Capacity Auction pursuant to Section III.13.2.4.

Counterparty means the status in which the ISO acts as the contracting party, in its name and own right and not as an agent, to an agreement or transaction with a Customer (including assignments involving Customers) involving sale to the ISO, and/or purchase from the ISO, of Regional Transmission Service and market and other products and services, and other transactions and assignments involving Customers, all as described in the Tariff.

Covered Entity is defined in the ISO New England Billing Policy.

Credit Coverage is third-party credit protection obtained by the ISO, in the form of credit insurance coverage, a performance or surety bond, or a combination thereof.

Credit Qualifying means a Rated Market Participant that has an Investment Grade Rating and an Unrated Market Participant that satisfies the Credit Threshold.

Credit Threshold consists of the conditions for Unrated Market Participants outlined in Section II.B.2 of the ISO New England Financial Assurance Policy.

Critical Energy Infrastructure Information (CEII) is defined in Section 3.0(j) of the ISO New England Information Policy, which is Attachment D to the Tariff.

Current Ratio is, on any date, all of a Market Participant's or Non-Market Participant Transmission Customer's current assets divided by all of its current liabilities, in each case as shown on the most recent financial statements provided by such Market Participant or Non-Market Participant Transmission Customer to the ISO.

Curtailement is a reduction in the dispatch of a transaction that was scheduled, using transmission service, in response to a transfer capability shortage as a result of system reliability conditions.

Customer is a Market Participant, a Transmission Customer or another customer of the ISO.

Data Reconciliation Process means the process by which meter reconciliation and data corrections that are discovered by Governance Participants after the Invoice has been issued for a particular month or that are discovered prior to the issuance of the Invoice for the relevant month but not included in that Invoice or in the other Invoices for that month and are reconciled by the ISO on an hourly basis based on data submitted to the ISO by the Host Participant Assigned Meter Reader or Assigned Meter Reader.

Day-Ahead is the calendar day immediately preceding the Operating Day.

Day-Ahead Adjusted Load Obligation is defined in Section III.3.2.1(a)(iii) of Market Rule 1.

Day-Ahead Congestion Revenue is defined in Section III.3.2.1(f) of Market Rule 1.

Day-Ahead Demand Reduction Obligation is a cleared Demand Reduction Offer multiplied by one plus the percent average avoided peak distribution losses. For Capacity Commitment Periods commencing on or after June 1, 2017, Day-Ahead Demand Reduction Obligation is the hourly demand reduction amounts of a Demand Response Resource scheduled by the ISO as a result of the Day-Ahead Energy Market, multiplied by one plus the percent average avoided peak distribution losses.

Day-Ahead Energy Market means the schedule of commitments for the purchase or sale of energy, payment of Congestion Costs, payment for losses developed by the ISO as a result of the offers and specifications submitted in accordance with Section III.1.10 of Market Rule 1 and purchase of demand reductions pursuant to Appendix III.E2 of Market Rule 1 for Capacity Commitment Periods commencing on or after June 1, 2017.

Day-Ahead Energy Market Congestion Charge/Credit is defined in Section III.3.2.1(d) of Market Rule 1.

Day-Ahead Energy Market Energy Charge/Credit is defined in Section III.3.2.1(d) of Market Rule 1.

Day-Ahead Energy Market Loss Charge/Credit is defined in Section III.3.2.1(d) of Market Rule 1.

Day-Ahead Energy Market NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Day-Ahead External Transaction Export and Decrement Bid NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Day-Ahead External Transaction Import and Increment Offer NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Day-Ahead Generation Obligation is defined in Section III.3.2.1(a)(ii) of Market Rule 1.

Day-Ahead Load Obligation is defined in Section III.3.2.1(a)(i) of Market Rule 1.

Day-Ahead Load Response Program provides a Day-Ahead aspect to the Load Response Program. The Day-Ahead Load Response Program allows Market Participants with registered Load Response Program Assets to make energy reduction offers into the Day-Ahead Load Response Program concurrent with the Day-Ahead Energy Market.

Day-Ahead Locational Adjusted Net Interchange is defined in Section III.3.2.1(a)(iv) of Market Rule 1.

Day-Ahead Loss Charges or Credits is defined in Section III.3.2.1(h) of Market Rule 1.

Day-Ahead Loss Revenue is defined in Section III.3.2.1(g) of Market Rule 1.

Day-Ahead Prices means the Locational Marginal Prices resulting from the Day-Ahead Energy Market.

Debt-to-Total Capitalization Ratio is, on any date, a Market Participant's or Non-Market Participant Transmission Customer's total debt (including all current borrowings) divided by its total shareholders' equity plus total debt, in each case as shown on the most recent financial statements provided by such Market Participant or Non-Market Participant Transmission Customer to the ISO.

Decrement Bid means a bid to purchase energy at a specified Location in the Day-Ahead Energy Market which is not associated with a physical load. An accepted Decrement Bid results in scheduled load at the specified Location in the Day-Ahead Energy Market.

Default Amount is all or any part of any amount due to be paid by any Covered Entity that the ISO, in its reasonable opinion, believes will not or has not been paid when due (other than in the case of a payment dispute for any amount due for transmission service under the OATT).

Default Period is defined in Section 3.3.h(i) of the ISO New England Billing Policy.

Delivering Party is the entity supplying capacity and/or energy to be transmitted at Point(s) of Receipt under the OATT.

Demand Bid means a request to purchase an amount of energy, at a specified Location, or an amount of energy at a specified price, that is associated with a physical load. A cleared Demand Bid in the Day-Ahead Energy Market results in scheduled load at the specified Location. Demand Bids submitted for use in the Real-Time Energy Market are specific to Dispatchable Asset Related Demands only.

Demand Bid Block-Hours are the Block-Hours assigned to the submitting Customer for each Demand Bid.

Demand Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for Demand Response Resources, Real-Time Demand Response Resources and Real-Time Emergency Generation Resources in accordance with the provisions set forth in ISO New England Operating Procedure No. 14.

Demand Reduction Offer is an offer by a Market Participant with a Real-Time Demand Response Asset to reduce demand. For Capacity Commitment Periods commencing on or after June 1, 2017, Demand Reduction Offer is an offer by a Market Participant with a Demand Response Resource to reduce demand.

Demand Reduction Threshold Price is a minimum offer price calculated pursuant to Section III.E1.6 and Section III.E2.6.

Demand Reduction Value is the quantity of reduced demand calculated pursuant to Section III.13.7.1.5.3 of Market Rule 1.

Demand Resource is a resource defined as Demand Response Capacity Resources, On-Peak Demand Resources, Seasonal Peak Demand Resources, Real-Time Demand Response Resources, or Real-Time Emergency Generation Resources. Demand Resources are installed measures (i.e., products, equipment, systems, services, practices and/or strategies) that result in additional and verifiable reductions in end-use demand on the electricity network in the New England Control Area pursuant to Appendix III.E1 and Appendix III.E2 of Market Rule 1, or during Demand Resource On-Peak Hours, Demand Resource Seasonal Peak Hours, Real-Time Demand Response Event Hours, or Real-Time Emergency Generation Event Hours, respectively. A Demand Resource may include a portfolio of measures aggregated together to meet or exceed the minimum Resource size requirements of the Forward Capacity Auction.

Demand Resource Commercial Operation Audit is an audit initiated pursuant to Section III.13.6.1.5.4.4.

Demand Resource Forecast Peak Hours are those hours, or portions thereof, in which, absent the dispatch of Real-Time Demand Response Resources, Dispatch Zone, Load Zone, or system-wide implementation of the action of ISO New England Operating Procedure No. 4 where the ISO would have begun to allow the depletion of Thirty-Minute Operating Reserve is forecasted in the ISO's most recent next-day forecast.

Demand Resource On-Peak Hours are hours ending 1400 through 1700, Monday through Friday on non-Demand Response Holidays during the months of June, July, and August and hours ending 1800 through 1900, Monday through Friday on non-Demand Response Holidays during the months of December and January.

Demand Resource Operable Capacity Analysis means an analysis performed by the ISO estimating the expected dispatch hours of active Demand Resources given different assumed levels of Demand Resources clearing in the primary Forward Capacity Auction.

Demand Resource Performance Incentives means the additional monthly capacity payment that a Demand Resource may earn for producing a positive Monthly Capacity Variance in a period where other Demand Resources yield a negative monthly capacity variance.

Demand Resource Performance Penalties means the reduction in the monthly capacity payment to a Demand Resource for producing a negative Monthly Capacity Variance.

Demand Resource Seasonal Peak Hours are those hours in which the actual, real-time hourly load, as measured using real-time telemetry (adjusted for transmission and distribution losses, and excluding load associated with Exports and the pumping load associated with pumped storage generators) for Monday through Friday on non-Demand Response Holidays, during the months of June, July, August, December, and January, as determined by the ISO, is equal to or greater than 90% of the most recent 50/50 system peak load forecast, as determined by the ISO, for the applicable summer or winter season.

Demand Response Asset is an asset comprising the demand reduction capability of an individual end-use customer at a Retail Delivery Point or the aggregated demand reduction capability of multiple end use customers from multiple delivery points that meets the registration requirements in Section III.E2.2. The demand reduction of a Demand Response Asset is the difference between the Demand Response Asset's actual demand measured at the Retail Delivery Point, which could reflect Net Supply, at the time the Demand Response Resource to which the asset is associated is dispatched by the ISO, and its adjusted Demand Response Baseline.

Demand Response Available is the capability of the Demand Response Resource, in whole or in part, at any given time, to reduce demand in response to a Dispatch Instruction.

Demand Response Baseline is the expected baseline demand of an individual end-use metered customer or group of end-use metered customers or the expected output levels of the generation of an individual end-use metered customer whose asset is comprised of Distributed Generation as determined pursuant to Section III.8A or Section III.8B.

Demand Response Capacity Resource is one or more Demand Response Resources located within the same Dispatch Zone, that is registered with the ISO, assigned a unique resource identification number by the ISO, and participates in the Forward Capacity Market to fulfill a Market Participant's Capacity Supply Obligation pursuant to Section III.13 of Market Rule 1.

Demand Response Holiday is New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Saturday, the holiday will

be observed on the preceding Friday; if the holiday falls on a Sunday, the holiday will be observed on the following Monday.

Demand Response Resource is an individual Demand Response Asset or aggregation of Demand Response Assets within a Dispatch Zone that meets the registration requirements and participates in the Energy Market pursuant to Appendix III.E2 of Market Rule 1 for Capacity Commitment Periods commencing on or after June 1, 2017.

Demand Response Resource Notification Time is the minimum time, from the receipt of a Dispatch Instruction, that it takes a Demand Response Resource that was not previously reducing demand to start reducing demand.

Demand Response Resource Ramp Rate is the average rate, expressed in MW per minute, at which the Demand Response Resource can reduce demand.

Demand Response Resource Start-Up Time is the time required from the time a Demand Response Resource that was not previously reducing demand starts reducing demand in response to a Dispatch Instruction and the time the resource achieves its Minimum Reduction.

Designated Agent is any entity that performs actions or functions required under the OATT on behalf of the ISO, a Transmission Owner, a Schedule 20A Service Provider, an Eligible Customer, or a Transmission Customer.

Designated Blackstart Resource is a resource that meets the eligibility requirements specified in Schedule 16 of the OATT, and may be a Category A Designated Blackstart Resource or a Category B Designated Blackstart Resource.

Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for generation and/or Dispatchable Asset Related Demand in accordance with the provisions set forth in ISO New England Operating Procedure No. 14.

Designated FCM Participant is any Lead Market Participant, including any Provisional Member that is a Lead Market Participant, transacting in any Forward Capacity Auction, reconfiguration auctions or

Capacity Supply Obligation Bilateral for capacity that is otherwise required to provide additional financial assurance under the ISO New England Financial Assurance Policy.

Designated FTR Participant is a Market Participant, including FTR-Only Customers, transacting in the FTR Auction that is otherwise required to provide additional financial assurance under the ISO New England Financial Assurance Policy.

Desired Dispatch Point (DDP) is the Dispatch Rate expressed in megawatts.

Direct Assignment Facilities are facilities or portions of facilities that are constructed for the sole use/benefit of a particular Transmission Customer requesting service under the OATT or a Generator Owner requesting an interconnection. Direct Assignment Facilities shall be specified in a separate agreement among the ISO, Interconnection Customer and Transmission Customer, as applicable, and the Transmission Owner whose transmission system is to be modified to include and/or interconnect with the Direct Assignment Facilities, shall be subject to applicable Commission requirements, and shall be paid for by the Customer in accordance with the applicable agreement and the Tariff.

Directly Metered Assets are specifically measured by OP-18 compliant metering as currently described in Section IV (Metering and Recording for Settlements) of OP-18. Directly Metered Assets include all Tie-Line Assets, all Generator Assets, as well as some Load Assets. Load Assets for which the Host Participant is not the Assigned Meter Reader are considered Directly Metered Assets. In addition, the Host Participant Assigned Meter Reader determines which additional Load Assets are considered Directly Metered Assets and which ones are considered Profiled Load Assets based upon the Host Participant Assigned Meter Reader reporting systems and process by which the Host Participant Assigned Meter Reader allocates non-PTF losses.

Disbursement Agreement is the Rate Design and Funds Disbursement Agreement among the PTOs, as amended and restated from time to time.

Dispatch Instruction means directions given by the ISO to Market Participants, which may include instructions to start up, shut down, raise or lower generation, curtail or restore loads from Demand Resources, change External Transactions, or change the status of a Dispatchable Asset Related Demand in accordance with the Supply Offer, Demand Bid, or Demand Reduction Offer parameters. Such

instructions may also require a change to the operation of a Pool Transmission Facility. Such instructions are given through either electronic or verbal means.

Dispatch Rate means the control signal, expressed in dollars per MWh and/or megawatts, calculated and transmitted to direct the output, consumption or demand reduction level of each generating Resource, Dispatchable Asset Related Demand and Demand Response Resource dispatched by the ISO in accordance with the Offer Data.

Dispatch Zone means a subset of Nodes located within a Load Zone established by the ISO for each Capacity Commitment Period pursuant to Section III.13.1.4.6.1.

Dispatchable Asset Related Demand is any portion of an Asset Related Demand of a Market Participant that is capable of having its energy consumption modified in Real-Time in response to Dispatch Instructions has Electronic Dispatch Capability, and must be able to increase or decrease energy consumption between its Minimum Consumption Limit and Maximum Consumption Limit in accordance with Dispatch Instructions and must meet the technical requirements specified in the ISO New England Manuals. Pumped storage facilities may qualify as Dispatchable Asset Related Demand resources, however, such resources shall not qualify as a capacity resource for both the generating output and dispatchable pumping demand of the facility.

Dispute Representatives are defined in 6.5.c of the ISO New England Billing Policy.

Disputed Amount is a Covered Entity's disputed amount due on any fully paid monthly Invoice and/or any amount believed to be due or owed on a Remittance Advice, as defined in Section 6 of the ISO New England Billing Policy.

Disputing Party, for the purposes of the ISO New England Billing Policy, is any Covered Entity seeking to recover a Disputed Amount.

Distributed Generation means generation resources directly connected to end-use customer load and located behind the end-use customer's meter, which reduce the amount of energy that would otherwise have been produced by other capacity resources on the electricity network in the New England Control Area during Demand Resource On-Peak Hours, Demand Resource Seasonal Peak Hours, Real-Time Demand Response Event Hours, or Real-Time Emergency Generation Event Hours, provided that the

aggregate nameplate capacity of the generation resource does not exceed 5 MW, or does not exceed the most recent annual non-coincident peak demand of the end-use metered customer at the location where the generation resource is directly connected, whichever is greater. Generation resources cannot participate in the Forward Capacity Market or the Energy Markets as Demand Resources or Demand Response Resources, unless they meet the definition of Distributed Generation.

Do Not Exceed Dispatch Point is a Dispatch Instruction indicating a maximum output level that a wind resource must not exceed.

DR Auditing Period is the summer DR Auditing Period or winter DR Auditing Period as defined in Section III.13.6.1.5.4.3.1.

Dynamic De-List Bid is a bid that may be submitted by Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources in the Forward Capacity Auction at or below the Dynamic De-List Bid Threshold, as described in Section III.13.2.3.2(d) of Market Rule 1.

Dynamic De-List Bid Threshold is the price specified in Section III.13.1.2.3.1.A of Market Rule 1 associated with the submission of Dynamic De-List Bids in the Forward Capacity Auction.

EA Amount is defined in Section IV.B.2.2 of the Tariff.

Early Amortization Charge (EAC) is defined in Section IV.B.2 of the Tariff.

Early Amortization Working Capital Charge (EAWCC) is defined in Section IV.B.2 of the Tariff.

Early Payment Shortfall Funding Amount (EPSF Amount) is defined in Section IV.B.2.4 of the Tariff.

Early Payment Shortfall Funding Charge (EPSFC) is defined in Section IV.B.2 of the Tariff.

EAWW Amount is defined in Section IV.B.2.3 of the Tariff.

EBITDA-to-Interest Expense Ratio is, on any date, a Market Participant's or Non-Market Participant Transmission Customer's earnings before interest, taxes, depreciation and amortization in the most recent

fiscal quarter divided by that Market Participant's or Non-Market Participant Transmission Customer's expense for interest in that fiscal quarter, in each case as shown on the most recent financial statements provided by such Market Participant or Non-Market Participant Transmission Customer to the ISO.

Economic Dispatch Point is the output level to which a Resource would have been dispatched, based on the Resource's Supply Offer and the Real-Time Price, and taking account of any operating limits, had the ISO not dispatched the Resource to another Desired Dispatch Point.

Economic Maximum Limit or Economic Max is the maximum available output, in MW, of a resource that a Market Participant offers to supply in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the resource's Supply Offer. This represents the highest MW output a Market Participant has offered for a resource for economic dispatch. A Market Participant must maintain an up-to-date Economic Maximum Limit for all hours in which a resource has been offered into the Day-Ahead Energy Market or Real-Time Energy Market.

Economic Minimum Limit or Economic Min (a) for Resources with an incremental heat rate, the maximum of: (i) the lowest sustainable output level as specified by physical design characteristics, environmental regulations or licensing limits; and (ii) the lowest sustainable output level at which a one MW increment increase in the output level would not decrease the incremental cost, calculated based on the incremental heat rate, of providing an additional MW of output, and (b) for Resources without an incremental heat rate, the lowest sustainable output level that is consistent with the physical design characteristics of the Resource and with meeting all environmental regulations and licensing limits, and (c) for Resources undergoing Facility and Equipment Testing or auditing, the level to which the Resource requests and is approved to operate or is directed to operate for purposes of completing the Facility and Equipment Testing or auditing, and (d) for non-dispatchable Resources the output level at which a Market Participant anticipates its non-dispatchable Resource will be available to operate based on fuel limitations, physical design characteristics, environmental regulations or licensing limits.

Economic Study is defined in Section 4.1(b) of Attachment K to the OATT.

Effective Offer is the set of Supply Offer values that are used for NCPC calculation purposes as specified in Section III.F.1.a.

EFT is electronic funds transfer.

Elective Transmission Upgrade is defined in Section I of Schedule 25 of the OATT.

Elective Transmission Upgrade Interconnection Customer is defined in Schedule 25 of the OATT.

Electric Reliability Organization (ERO) is defined in 18 C.F.R. § 39.1.

Electronic Dispatch Capability is the ability to provide for the electronic transmission, receipt, and acknowledgment of data relative to the dispatch of generating units and Dispatchable Asset Related Demands and the ability to carry out the real-time dispatch processes from ISO issuance of Dispatch Instructions to the actual increase or decrease in output of dispatchable Resources.

Eligible Customer is: (i) Any entity that is engaged, or proposes to engage, in the wholesale or retail electric power business is an Eligible Customer under the OATT. (ii) Any electric utility (including any power marketer), Federal power marketing agency, or any other entity generating electric energy for sale or for resale is an Eligible Customer under the OATT. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Owner with which that entity is directly interconnected or the distribution company having the service territory in which that entity is located (if that entity is a retail customer) offer the unbundled transmission service or Local Delivery Service, or pursuant to a voluntary offer of such service by the Transmission Owner with which that entity is directly interconnected or the distribution company having the service territory in which that entity is located (if that entity is a retail customer). (iii) Any end user taking or eligible to take unbundled transmission service or Local Delivery Service pursuant to a state requirement that the Transmission Owner with which that end user is directly interconnected or the distribution company having the service territory in which that entity is located (if that entity is a retail customer) offer the transmission service or Local Delivery Service, or pursuant to a voluntary offer of such service by the Transmission Owner with which that end user is directly interconnected, or the distribution company having the service territory in which that entity is located (if that entity is a retail customer) is an Eligible Customer under the OATT.

Eligible FTR Bidder is an entity that has satisfied applicable financial assurance criteria, and shall not include the auctioneer, its Affiliates, and their officers, directors, employees, consultants and other representatives.

Emergency is an abnormal system condition on the bulk power systems of New England or neighboring Control Areas requiring manual or automatic action to maintain system frequency, or to prevent the involuntary loss of load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel; or a condition that requires implementation of Emergency procedures as defined in the ISO New England Manuals.

Emergency Condition means an Emergency has been declared by the ISO in accordance with the procedures set forth in the ISO New England Manuals and ISO New England Administrative Procedures.

Emergency Energy is energy transferred from one control area operator to another in an Emergency.

Emergency Minimum Limit or Emergency Min means the minimum generation amount, in MWs, that a generating unit can deliver for a limited period of time without exceeding specified limits of equipment stability and operating permits.

EMS is energy management system.

End-of-Round Price is the lowest price associated with a round of a Forward Capacity Auction, as described in Section III.13.2.3.1 of Market Rule 1.

End User Participant is defined in Section 1 of the Participants Agreement.

Energy is power produced in the form of electricity, measured in kilowatthours or megawatthours.

Energy Administration Service (EAS) is the service provided by the ISO, as described in Schedule 2 of Section IV.A of the Tariff.

Energy Component means the Locational Marginal Price at the reference point.

Energy Efficiency is installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that reduce the total amount of electrical energy needed, while delivering a comparable or improved level of end-use service. Such measures include, but are not limited to, the installation of more energy efficient lighting, motors, refrigeration, HVAC equipment and control systems, envelope measures, operations and maintenance procedures, and industrial process equipment.

Energy Imbalance Service is the form of Ancillary Service described in Schedule 4 of the OATT.

Energy Market is, collectively, the Day-Ahead Energy Market and the Real-Time Energy Market.

Energy Non-Zero Spot Market Settlement Hours are hours for which the Customer has a positive or negative Real-Time System Adjusted Net Interchange as determined by the ISO settlement process for the Energy Market.

Energy Offer Cap is \$1,000/MWh.

Energy Offer Floor is negative \$150/MWh.

Energy Transaction Units (Energy TUs) are the sum for the month for a Customer of Bilateral Contract Block-Hours, Demand Bid Block-Hours, Asset Related Demand Bid Block-Hours, Supply Offer Block-Hours and Energy Non-Zero Spot Market Settlement Hours.

Enrolling Participant is the Market Participant that registers Customers for the Load Response Program.

Equipment Damage Reimbursement is the compensation paid to the owner of a Designated Blackstart Resource as specified in Section 5.5 of Schedule 16 to the OATT.

Equivalent Demand Forced Outage Rate (EFORD) means the portion of time a unit is in demand, but is unavailable due to forced outages.

Estimated Capacity Load Obligation is, for the purposes of the ISO New England Financial Assurance Policy, the Capacity Requirement from the latest available month, adjusted as appropriate to account for any relevant Capacity Load Obligation Bilaterals, HQICCs, and Self-Supplied FCA Resource designations for the applicable month.

Establish Claimed Capability Audit is the audit performed pursuant to Section III.1.5.1.2.

Estimated Net Regional Clearing Price (ENRCP) is calculated in accordance with Section VII.C of the ISO New England Financial Assurance Policy.

Excepted Transaction is a transaction specified in Section II.40 of the Tariff for the applicable period specified in that Section.

Existing Capacity Qualification Deadline is a deadline, specified in Section III.13.1.10 of Market Rule 1, for submission of certain qualification materials for the Forward Capacity Auction, as discussed in Section III.13.1 of Market Rule 1.

Existing Capacity Qualification Package is information submitted by certain existing resources prior to participation in the Forward Capacity Auction, as described in Section III.13.1 of Market Rule 1.

Existing Capacity Resource is any resource that does not meet any of the eligibility criteria to participate in the Forward Capacity Auction as a New Capacity Resource, and, subject to ISO evaluation, for the Forward Capacity Auction to be conducted beginning February 1, 2008, any resource that is under construction and within 12 months of its expected commercial operations date.

Existing Demand Resource is a type of Demand Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.1.1 of Market Rule 1.

Existing Generating Capacity Resource is a type of resource participating in the Forward Capacity Market, as defined in Section III.13.1.2.1 of Market Rule 1.

Existing Import Capacity Resource is a type of resource participating in the Forward Capacity Market, as defined in Section III.13.1.3.1 of Market Rule 1.

Expedited Study Request is defined in Section II.34.7 of the OATT.

Export-Adjusted LSR is as defined in Section III.12.4(b)(ii).

Export Bid is a bid that may be submitted by certain resources in the Forward Capacity Auction to export capacity to an external Control Area, as described in Section III.13.1.2.3.1.3 of Market Rule 1.

Exports are Real-Time External Transactions, which are limited to sales from the New England Control Area, for exporting energy out of the New England Control Area.

External Elective Transmission Upgrade (External ETU) is defined in Section I of Schedule 25 of the OATT.

External Market Monitor means the person or entity appointed by the ISO Board of Directors pursuant to Section III.A.1.2 of Appendix A of Market Rule 1 to carry out the market monitoring and mitigation functions specified in Appendix A and elsewhere in Market Rule 1.

External Node is a proxy bus or buses used for establishing a Locational Marginal Price for energy received by Market Participants from, or delivered by Market Participants to, a neighboring Control Area or for establishing Locational Marginal Prices associated with energy delivered through the New England Control Area by Non-Market Participants for use in calculating Non-Market Participant Congestion Costs and loss costs.

External Resource means a generation resource located outside the metered boundaries of the New England Control Area.

External Transaction is the import of external energy into the New England Control Area by a Market Participant or the export of internal energy out of the New England Control Area by a Market Participant in the Day-Ahead Energy Market and/or Real-Time Energy Market, or the wheeling of external energy through the New England Control Area by a Market Participant or a Non-Market Participant in the Real-Time Energy Market.

Facilities Study is an engineering study conducted pursuant to the OATT by the ISO (or, in the case of Local Service or interconnections to Local Area Facilities as defined in the TOA, by one or more affected PTOs) or some other entity designated by the ISO in consultation with any affected Transmission Owner(s), to determine the required modifications to the PTF and Non-PTF, including the cost and scheduled completion date for such modifications, that will be required to provide a requested transmission service or interconnection on the PTF and Non-PTF.

Facility and Equipment Testing means operation of a Resource to evaluate the functionality of the facility or equipment utilized in the operation of the facility.

Failure to Maintain Blackstart Capability is a failure of a Blackstart Owner or Designated Blackstart Resource to meet the Blackstart Service Minimum Criteria or Blackstart Service obligations, but does not include a Failure to Perform During a System Restoration event.

Failure to Perform During a System Restoration is a failure of a Blackstart Owner or Designated Blackstart Resource to follow ISO or Local Control Center dispatch instructions or perform in accordance with the dispatch instructions or the Blackstart Service Minimum Criteria and Blackstart Service obligations, described within the ISO New England Operating Documents, during a restoration of the New England Transmission System.

Fast Start Demand Response Resource is a Demand Response Resource that meets the following criteria: (i) Minimum Reduction Time does not exceed one hour; (ii) Minimum Time Between Reductions does not exceed one hour; (iii) Demand Response Resource Start-Up Time plus Demand Response Resource Notification Time does not exceed 30 minutes; (iv) has personnel available to respond to Dispatch Instructions or has automatic remote response capability; (v) is capable of receiving and acknowledging a Dispatch Instruction electronically; and (vi) has satisfied its Minimum Time Between Reductions.

Fast Start Generator means a generating unit that the ISO may dispatch within the hour through electronic dispatch and that meets the following criteria: (i) minimum run time does not exceed one hour; (ii) minimum down time does not exceed one hour; (iii) cold Notification Time plus cold Start-Up Time does not exceed 30 minutes; (iv) available for dispatch and manned or has automatic remote dispatch capability; (v) capable of receiving and acknowledging a start-up or shut-down dispatch instruction electronically; and (vi) has satisfied its minimum down time.

FCA Cleared Export Transaction is defined in Section III.1.10.7(f)(ii) of Market Rule 1.

FCA Payment is the monthly capacity payment for a resource whose offer has cleared in a Forward Capacity Auction as described in Section III.13.7.2.1.1(a) of Market Rule 1.

FCA Qualified Capacity is the Qualified Capacity that is used in a Forward Capacity Auction.

FCM Capacity Charge Requirements are calculated in accordance with Section VII.C of the ISO New England Financial Assurance Policy.

FCM Deposit is calculated in accordance with Section VII.B.1 of the ISO New England Financial Assurance Policy.

FCM Financial Assurance Requirements are described in Section VII of the ISO New England Financial Assurance Policy.

Final Forward Reserve Obligation is calculated in accordance with Section III.9.8(a) of Market Rule 1.

Financial Assurance Default results from a Market Participant or Non-Market Participant Transmission Customer's failure to comply with the ISO New England Financial Assurance Policy.

Financial Assurance Obligations relative to the ISO New England Financial Assurance Policy are determined in accordance with Section III.A(v) of the ISO New England Financial Assurance Policy.

Financial Transmission Right (FTR) is a financial instrument that evidences the rights and obligations specified in Sections III.5.2.2 and III.7 of the Tariff.

Firm Point-To-Point Service is service which is arranged for and administered between specified Points of Receipt and Delivery in accordance with Part II.C of the OATT.

Firm Transmission Service is Regional Network Service, Through or Out Service, service for Excepted Transactions, firm MTF Service, firm OTF Service, and firm Local Service.

Force Majeure - An event of Force Majeure means any act of God, labor disturbance, act of the public enemy or terrorists, war, invasion, insurrection, riot, fire, storm or flood, ice, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond the control of the ISO, a Transmission Owner, a Schedule 20A Service Provider, or a Customer, including without limitation, in the case of the ISO, any action or inaction by a Customer, a Schedule 20A Service Provider,

or a Transmission Owner, in the case of a Transmission Owner, any action or inaction by the ISO, any Customer, a Schedule 20A Service Provider, or any other Transmission Owner, in the case of a Schedule 20A Service Provider, any action or inaction by the ISO, any Customer, a Transmission Owner, or any other Schedule 20A Service Provider, and, in the case of a Transmission Customer, any action or inaction by the ISO, a Schedule 20A Service Provider, or any Transmission Owner.

Forecast Hourly Demand Reduction means the estimated maximum quantity of energy reduction (MWh), measured at the end-use customer meter that can be produced by a Real-Time Demand Response Resource, or Real-Time Emergency Generation Resource, in each hour of an Operating Day. For a Real-Time Emergency Generation Asset that is metered at the generator and associated with a Real-Time Emergency Generation Resource, the Forecast Hourly Demand Reduction means the estimated maximum generator output (MWh) in each hour of an Operating Day.

Formal Warning is defined in Section III.B.4.1.1 of Appendix B of Market Rule 1.

Formula-Based Sanctions are defined in Section III.B.4.1.3 of Appendix B of Market Rule 1.

Forward Capacity Auction (FCA) is the annual descending clock auction in the Forward Capacity Market, as described in Section III.13.2 of Market Rule 1.

Forward Capacity Auction Starting Price is calculated in accordance with Section III.13.2.4 of Market Rule 1.

Forward Capacity Market (FCM) is the forward market for procuring capacity in the New England Control Area, as described in Section III.13 of Market Rule 1.

Forward Reserve means TMNSR and TMOR purchased by the ISO on a forward basis on behalf of Market Participants as provided for in Section III.9 of Market Rule 1.

Forward Reserve Assigned Megawatts is the amount of Forward Reserve, in megawatts, that a Market Participant assigns to eligible Forward Reserve Resources to meet its Forward Reserve Obligation as defined in Section III.9.4.1 of Market Rule 1.

Forward Reserve Auction is the periodic auction conducted by the ISO in accordance with Section III.9 of Market Rule 1 to procure Forward Reserve.

Forward Reserve Auction Offers are offers to provide Forward Reserve to meet system and Reserve Zone requirements as submitted by a Market Participant in accordance with Section III.9.3 of Market Rule 1.

Forward Reserve Charge is a Market Participant's share of applicable system and Reserve Zone Forward Reserve costs attributable to meeting the Forward Reserve requirement as calculated in accordance with Section III.9.9 of Market Rule 1.

Forward Reserve Clearing Price is the clearing price for TMNSR or TMOR, as applicable, for the system and each Reserve Zone resulting from the Forward Reserve Auction as defined in Section III.9.4 of Market Rule 1.

Forward Reserve Credit is the credit received by a Market Participant that is associated with that Market Participant's Final Forward Reserve Obligation as calculated in accordance with Section III.9.8 of Market Rule 1.

Forward Reserve Delivered Megawatts are calculated in accordance with Section III.9.6.5 of Market Rule 1.

Forward Reserve Delivery Period is defined in Section III.9.1 of Market Rule 1.

Forward Reserve Failure-to-Activate Megawatts are calculated in accordance with Section III.9.7.2(a) of Market Rule 1.

Forward Reserve Failure-to-Activate Penalty is the penalty associated with a Market Participant's failure to activate Forward Reserve when requested to do so by the ISO and is defined in Section III.9.7.2 of Market Rule 1.

Forward Reserve Failure-to-Activate Penalty Rate is specified in Section III.9.7.2 of Market Rule 1.

Forward Reserve Failure-to-Reserve, as specified in Section III.9.7.1 of Market Rule 1, occurs when a Market Participant's Forward Reserve Delivered Megawatts for a Reserve Zone in an hour is less than that Market Participant's Forward Reserve Obligation for that Reserve Zone in that hour. Under these circumstances the Market Participant pays a penalty based upon the Forward Reserve Failure-to-Reserve Penalty Rate and that Market Participant's Forward Reserve Failure-to-Reserve Megawatts.

Forward Reserve Failure-to-Reserve Megawatts are calculated in accordance with Section III.9.7.1(a) of Market Rule 1.

Forward Reserve Failure-to-Reserve Penalty is the penalty associated with a Market Participant's failure to reserve Forward Reserve and is defined in Section III.9.7.1 of Market Rule 1.

Forward Reserve Failure-to-Reserve Penalty Rate is specified in Section III.9.7.1(b)(ii) of Market Rule 1.

Forward Reserve Fuel Index is the index or set of indices used to calculate the Forward Reserve Threshold Price as defined in Section III.9.6.2 of Market Rule 1.

Forward Reserve Heat Rate is the heat rate as defined in Section III.9.6.2 of Market Rule 1 that is used to calculate the Forward Reserve Threshold Price.

Forward Reserve Market is a market for forward procurement of two reserve products, Ten-Minute Non-Spinning Reserve (TMNSR) and Thirty-Minute Operating Reserve (TMOR).

Forward Reserve MWs are those megawatts assigned to specific eligible Forward Reserve Resources which convert a Forward Reserve Obligation into a Resource-specific obligation.

Forward Reserve Obligation is a Market Participant's amount, in megawatts, of Forward Reserve that cleared in the Forward Reserve Auction and adjusted, as applicable, to account for bilateral transactions that transfer Forward Reserve Obligations.

Forward Reserve Obligation Charge is defined in Section III.10.4 of Market Rule 1.

Forward Reserve Offer Cap is \$14,000/megawatt-month.

Forward Reserve Payment Rate is defined in Section III.9.8 of Market Rule 1.

Forward Reserve Procurement Period is defined in Section III.9.1 of Market Rule 1.

Forward Reserve Qualifying Megawatts refer to all or a portion of a Forward Reserve Resource's capability offered into the Real-Time Energy Market at energy offer prices above the applicable Forward Reserve Threshold Price that are calculated in accordance with Section III.9.6.4 of Market Rule 1.

Forward Reserve Resource is a Resource that meets the eligibility requirements defined in Section III.9.5.2 of Market Rule 1 that has been assigned Forward Reserve Obligation by a Market Participant.

Forward Reserve Threshold Price is the minimum price at which assigned Forward Reserve Megawatts are required to be offered into the Real-Time Energy Market as calculated in Section III.9.6.2 of Market Rule 1.

FTR Auction is the periodic auction of FTRs conducted by the ISO in accordance with Section III.7 of Market Rule 1.

FTR Auction Revenue is the revenue collected from the sale of FTRs in FTR Auctions. FTR Auction Revenue is payable to FTR Holders who submit their FTRs for sale in the FTR Auction in accordance with Section III.7 of Market Rule 1 and to ARR Holders and Incremental ARR Holders in accordance with Appendix C of Market Rule 1.

FTR Award Financial Assurance is a required amount of financial assurance that must be maintained at all times from a Designated FTR Participant for each FTR awarded to the participant in any FTR Auctions. This amount is calculated pursuant to Section VI.C of the ISO New England Financial Assurance Policy.

FTR Bid Financial Assurance is an amount of financial assurance required from a Designated FTR Participant for each bid submission into an FTR auction. This amount is calculated pursuant to Section VI.B of the ISO New England Financial Assurance Policy.

FTR Credit Test Percentage is calculated in accordance with Section III.B.1(b) of the ISO New England Financial Assurance Policy.

FTR Financial Assurance Requirements are described in Section VI of the ISO New England Financial Assurance Policy.

FTR Holder is an entity that acquires an FTR through the FTR Auction to Section III.7 of Market Rule 1 and registers with the ISO as the holder of the FTR in accordance with Section III.7 of Market Rule 1 and applicable ISO New England Manuals.

FTR-Only Customer is a Market Participant that transacts in the FTR Auction and that does not participate in other markets or programs of the New England Markets. References in this Tariff to a “Non-Market Participant FTR Customers” and similar phrases shall be deemed references to an FTR-Only Customer.

FTR Settlement Risk Financial Assurance is an amount of financial assurance required by a Designated FTR Participant for each bid submission into an FTR Auction and for each bid awarded to the individual participant in an FTR Auction. This amount is calculated pursuant to Section VI.A of the ISO New England Financial Assurance Policy.

GADS Data means data submitted to the NERC for collection into the NERC’s Generating Availability Data System (GADS).

Gap Request for Proposals (Gap RFP) is defined in Section III.11 of Market Rule 1.

Gas Day means a period of 24 consecutive hours beginning at 0900 hrs Central Time.

Generating Capacity Resource means a New Generating Capacity Resource or an Existing Generating Capacity Resource.

Generator Asset is a generator that has been registered in accordance with the Asset Registration Process.

Generator Imbalance Service is the form of Ancillary Service described in Schedule 10 of the OATT.

Generator Interconnection Related Upgrade is an addition to or modification of the New England Transmission System (pursuant to Section II.47.1, Schedule 22 or Schedule 23 of the OATT) to effect the interconnection of a new generating unit or an existing generating unit whose energy capability or capacity capability is being materially changed and increased whether or not the interconnection is being effected to meet the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard. As to Category A Projects (as defined in Schedule 11 of the OATT), a Generator Interconnection Related Upgrade also includes an upgrade beyond that required to satisfy the Network Capability Interconnection Standard (or its predecessor) for which the Generator Owner has committed to pay prior to October 29, 1998.

Generator Owner is the owner, in whole or part, of a generating unit whether located within or outside the New England Control Area.

Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4).

Governance Only Member is defined in Section 1 of the Participants Agreement.

Governance Participant is defined in the Participants Agreement.

Governing Documents, for the purposes of the ISO New England Billing Policy, are the Transmission, Markets and Services Tariff and ISO Participants Agreement.

Governing Rating is the lowest corporate rating from any Rating Agency for that Market Participant, or, if the Market Participant has no corporate rating, then the lowest rating from any Rating Agency for that Market Participant's senior unsecured debt.

Grandfathered Agreements (GAs) is a transaction specified in Section II.45 for the applicable period specified in that Section.

Grandfathered Intertie Agreement (GIA) is defined pursuant to the TOA.

Handy-Whitman Index of Public Utility Construction Costs is the Total Other Production Plant index shown in the Cost Trends of Electric Utility Construction for the North Atlantic Region as published in the Handy-Whitman Index of Public Utility Construction Costs.

Highgate Transmission Facilities (HTF) are existing U. S.-based transmission facilities covered under the Agreement for Joint Ownership, Construction and Operation of the Highgate Transmission Interconnection dated as of August 1, 1984 including (1) the whole of a 200 megawatt high-voltage, back-to-back, direct-current converter facility located in Highgate, Vermont and (2) a 345 kilovolt transmission line within Highgate and Franklin, Vermont (which connects the converter facility at the U.S.-Canadian border to a Hydro-Quebec 120 kilovolt line in Bedford, Quebec). The HTF include any upgrades associated with increasing the capacity or changing the physical characteristics of these facilities as defined in the above stated agreement dated August 1, 1984 until the Operations Date, as defined in the TOA. The current HTF rating is a nominal 225 MW. The HTF are not defined as PTF. Coincident with the Operations Date and except as stipulated in Schedules, 9, 12, and Attachment F to the OATT, HTF shall be treated in the same manner as PTF for purposes of the OATT and all references to PTF in the OATT shall be deemed to apply to HTF as well. The treatment of the HTF is not intended to establish any binding precedent or presumption with regard to the treatment for other transmission facilities within the New England Transmission System (including HVDC, MTF, or Control Area Interties) for purposes of the OATT.

Host Participant or Host Utility is a Market Participant or a Governance Participant transmission or distribution provider that reconciles the loads within the metering domain with OP-18 compliant metering.

Hourly Adjusted Audited Demand Reduction is calculated in accordance with Section III.13.7.1.5.10.1.2.

Hourly Calculated Demand Resource Performance Value means the performance of a Demand Resource during Real-Time Demand Response Event Hours and Real-Time Emergency Generation Event

Hours for purposes of calculating a Demand Reduction Value pursuant to Sections III.13.7.1.5.7.3 and III.13.7.1.5.8.3.

Hourly Charges are defined in Section 1.3 of the ISO New England Billing Policy.

Hourly PER is calculated in accordance with Section III.13.7.2.7.1.1.1(a) of Market Rule 1.

Hourly Real-Time Demand Response Resource Deviation means the difference between the Average Hourly Load Reduction or Average Hourly Output of the Real-Time Demand Response Resource and the amount of load reduction or output that the Market Participant was instructed to produce pursuant to a Dispatch Instruction calculated pursuant to Section III.13.7.1.5.7.3.1.

Hourly Real-Time Emergency Generation Resource Deviation is calculated pursuant to Section III.13.7.1.5.8.3.1.

Hourly Requirements are determined in accordance with Section III.A(i) of the ISO New England Financial Assurance Policy.

Hourly Shortfall NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Hub is a specific set of pre-defined Nodes for which a Locational Marginal Price will be calculated for the Day-Ahead Energy Market and Real-Time Energy Market and which can be used to establish a reference price for energy purchases and the transfer of Day-Ahead Adjusted Load Obligations and Real-Time Adjusted Load Obligations and for the designation of FTRs.

Hub Price is calculated in accordance with Section III.2.8 of Market Rule 1.

HQ Interconnection Capability Credit (HQICC) is a monthly value reflective of the annual installed capacity benefits of the Phase I/II HVDC-TF, as determined by the ISO, using a standard methodology on file with the Commission, in conjunction with the setting of the Installed Capacity Requirement. An appropriate share of the HQICC shall be assigned to an IRH if the Phase I/II HVDC-TF support costs are paid by that IRH and such costs are not included in the calculation of the Regional Network Service rate. The share of HQICC allocated to such an eligible IRH for a month is the sum in kilowatts of (1)(a) the IRH's percentage share, if any, of the Phase I Transfer Capability times (b) the Phase I Transfer Credit,

plus (2)(a) the IRH's percentage share, if any, of the Phase II Transfer Capability, times (b) the Phase II Transfer Credit. The ISO shall establish appropriate HQICCs to apply for an IRH which has such a percentage share.

Import Capacity Resource means an Existing Import Capacity Resource or a New Import Capacity Resource offered to provide capacity in the New England Control Area from an external Control Area.

Inadequate Supply is defined in Section III.13.2.8.1 of Market Rule 1.

Inadvertent Energy Revenue is defined in Section III.3.2.1(k) of Market Rule 1.

Inadvertent Energy Revenue Charges or Credits is defined in Section III.3.2.1(l) of Market Rule 1.

Inadvertent Interchange means the difference between net actual energy flow and net scheduled energy flow into or out of the New England Control Area.

Increment Offer means an offer to sell energy at a specified Location in the Day-Ahead Energy Market which is not associated with a physical supply. An accepted Increment Offer results in scheduled generation at the specified Location in the Day-Ahead Energy Market.

Incremental ARR is an ARR provided in recognition of a participant-funded transmission system upgrade pursuant to Appendix C of this Market Rule.

Incremental ARR Holder is an entity which is the record holder of an Incremental Auction Revenue Right in the register maintained by the ISO.

Incremental Cost of Reliability Service is described in Section III.13.2.5.2.5.2 of Market Rule 1.

Independent Transmission Company (ITC) is a transmission entity that assumes certain responsibilities in accordance with Section 10.05 of the Transmission Operating Agreement and Attachment M to the OATT, subject to the acceptance or approval of the Commission and a finding of the Commission that the transmission entity satisfies applicable independence requirements.

Information Request is a request from a potential Disputing Party submitted in writing to the ISO for access to Confidential Information.

Initial Market Participant Financial Assurance Requirement is calculated for new Market Participants and Returning Market Participants, other than an FTR-Only Customer or a Governance Only Member, according to Section IV of the ISO New England Financial Assurance Policy.

Installed Capacity Requirement means the level of capacity required to meet the reliability requirements defined for the New England Control Area, as described in Section III.12 of Market Rule 1.

Insufficient Competition is defined in Section III.13.2.8.2 of Market Rule 1.

Interchange Transactions are transactions deemed to be effected under Market Rule 1.

Interconnecting Transmission Owner has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Interconnection Agreement is the “Large Generator Interconnection Agreement”, the “Small Generator Interconnection Agreement”, or the “Elective Transmission Upgrade Interconnection Agreement” pursuant to Schedules 22, 23 or 25 of the ISO OATT or an interconnection agreement approved by the Commission prior to the adoption of the Interconnection Procedures.

Interconnection Customer has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Interconnection Feasibility Study Agreement has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, or Section I of Schedule 25 of the OATT.

Interconnection Procedure is the “Large Generator Interconnection Procedures”, the “Small Generator Interconnection Procedures”, or the “Elective Transmission Upgrade Interconnection Procedures” pursuant to Schedules 22, 23, and 25 of the ISO OATT.

Interconnection Request has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, or Section I of Schedule 25 of the OATT.

Interconnection Rights Holder(s) (IRH) has the meaning given to it in Schedule 20A to Section II of this Tariff.

Interconnection System Impact Study Agreement has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23 and Section I of Schedule 25 of the OATT.

Interest is interest calculated in the manner specified in Section II.8.3.

Intermittent Power Resource is defined in Section III.13.1.2.2.2 of Market Rule 1.

Intermittent Settlement Only Resource is a Settlement Only Resource that is also an Intermittent Power Resource.

Internal Bilateral for Load is an internal bilateral transaction under which the buyer receives a reduction in Real-Time Load Obligation and the seller receives a corresponding increase in Real-Time Load Obligation in the amount of the sale, in MWs. An Internal Bilateral for Load transaction is only applicable in the Real-Time Energy Market.

Internal Bilateral for Market for Energy is an internal bilateral transaction for Energy which applies in the Day-Ahead Energy Market and Real-Time Energy Market or just the Real-Time Energy Market under which the buyer receives a reduction in Day-Ahead Adjusted Load Obligation and Real-Time Adjusted Load Obligation and the seller receives a corresponding increase in Day-Ahead Adjusted Load Obligation and Real-Time Adjusted Load Obligation in the amount of the sale, in MWs.

Internal Elective Transmission Upgrade (Internal ETU) is defined in Section I of Schedule 25 of the OATT.

Internal Market Monitor means the department of the ISO responsible for carrying out the market monitoring and mitigation functions specified in Appendix A and elsewhere in Market Rule 1.

Interruption Cost is the amount, in dollars, that must be paid to a Market Participant each time the Market Participant's Demand Response Resource is scheduled or dispatched in the New England Markets to reduce demand.

Investment Grade Rating, for a Market (other than an FTR-Only Customer) or Non-Market Participant Transmission Customer, is either (a) a corporate investment grade rating from one or more of the Rating Agencies, or (b) if the Market Participant or Non-Market Participant Transmission Customer does not have a corporate rating from one of the Rating Agencies, then an investment grade rating for the Market Participant's or Non-Market Participant Transmission Customer's senior unsecured debt from one or more of the Rating Agencies.

Invoice is a statement issued by the ISO for the net Charge owed by a Covered Entity pursuant to the ISO New England Billing Policy.

Invoice Date is the day on which the ISO issues an Invoice.

ISO means ISO New England Inc.

ISO Charges, for the purposes of the ISO New England Billing Policy, are both Non-Hourly Charges and Hourly Charges.

ISO Control Center is the primary control center established by the ISO for the exercise of its Operating Authority and the performance of functions as an RTO.

ISO-Initiated Claimed Capability Audit is the audit performed pursuant to Section III.1.5.1.4.

ISO New England Administrative Procedures means procedures adopted by the ISO to fulfill its responsibilities to apply and implement ISO New England System Rules.

ISO New England Billing Policy is Exhibit ID to Section I of the Transmission, Markets and Services Tariff.

ISO New England Filed Documents means the Transmission, Markets and Services Tariff, including but not limited to Market Rule 1, the Participants Agreement, the Transmission Operating Agreement or other documents that affect the rates, terms and conditions of service.

ISO New England Financial Assurance Policy is Exhibit IA to Section I of the Transmission, Markets and Services Tariff.

ISO New England Information Policy is the policy establishing guidelines regarding the information received, created and distributed by Market Participants and the ISO in connection with the settlement, operation and planning of the System, as the same may be amended from time to time in accordance with the provisions of this Tariff. The ISO New England Information Policy is Attachment D to the Transmission, Markets and Services Tariff.

ISO New England Manuals are the manuals implementing Market Rule 1, as amended from time to time in accordance with the Participants Agreement. Any elements of the ISO New England Manuals that substantially affect rates, terms, and/or conditions of service shall be filed with the Commission under Section 205 of the Federal Power Act.

ISO New England Operating Documents are the Tariff and the ISO New England Operating Procedures.

ISO New England Operating Procedures are the ISO New England Planning Procedures and the operating guides, manuals, procedures and protocols developed and utilized by the ISO for operating the ISO bulk power system and the New England Markets.

ISO New England Planning Procedures are the procedures developed and utilized by the ISO for planning the ISO bulk power system.

ISO New England System Rules are Market Rule 1, the ISO New England Information Policy, the ISO New England Administrative Procedures, the ISO New England Manuals and any other system rules, procedures or criteria for the operation of the New England Transmission System and administration of the New England Markets and the Transmission, Markets and Services Tariff.

ITC Agreement is defined in Attachment M to the OATT.

ITC Rate Schedule is defined in Section 3.1 of Attachment M to the OATT.

ITC System is defined in Section 2.2 of Attachment M to the OATT.

ITC System Planning Procedures is defined in Section 15.4 of Attachment M to the OATT.

Late Payment Account is a segregated interest-bearing account into which the ISO deposits Late Payment Charges due from ISO Charges and interest owed from participants for late payments that are collected and not distributed to the Covered Entities, until the Late Payment Account Limit is reached, under the ISO New England Billing Policy and penalties collected under the ISO New England Financial Assurance Policy.

Late Payment Account Limit is defined in Section 4.2 of the ISO New England Billing Policy.

Late Payment Charge is defined in Section 4.1 of the ISO New England Billing Policy.

Lead Market Participant, for purposes other than the Forward Capacity Market, is the entity authorized to submit Supply Offers, Demand Bids or Demand Reduction Offers for a Resource and to whom certain Energy TUs are assessed under Schedule 2 of Section IV.A of the Tariff. For purposes of the Forward Capacity Market, the Lead Market Participant is the entity designated to participate in that market on behalf of an Existing Capacity Resource or a New Capacity Resource.

Limited Energy Resource means generating resources that, due to design considerations, environmental restriction on operations, cyclical requirements, such as the need to recharge or refill or manage water flow, or fuel limitations, are unable to operate continuously at full output on a daily basis.

Load Asset means a physical load that has been registered in accordance with the Asset Registration Process.

Load Management means installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that curtail electrical usage or shift electrical usage from Demand Resource On-Peak Hours, Demand Resource Seasonal Peak Hours, or Real-Time Demand Response Event Hours to other hours and reduce the amount of capacity needed, while delivering a comparable or acceptable level of end-use service. Such measures include, but are not limited to, energy management systems, load control end-use cycling, load curtailment strategies, chilled water storage, and other forms of electricity storage.

Load Response Program means the program implemented and administered by the ISO to promote demand side response as described in Appendix E to Market Rule 1.

Load Response Program Asset means one or more individual end-use metered customers that report load reduction and consumption, or generator output as a single set of values, are assigned an identification number, that participate in the Load Response Program and which encompass assets registered in the Real-Time Price Response Program or Real-Time Demand Response Assets, and are further described in Appendix E of Market Rule 1.

Load Shedding is the systematic reduction of system demand by temporarily decreasing load.

Load Zone is a Reliability Region, except as otherwise provided for in Section III.2.7 of Market Rule 1.

Local Area Facilities are defined in the TOA.

Local Benefit Upgrade(s) (LBU) is an upgrade, modification or addition to the transmission system that is: (i) rated below 115kV or (ii) rated 115kV or above and does not meet all of the non-voltage criteria for PTF classification specified in the OATT.

Local Control Centers are those control centers in existence as of the effective date of the OATT (including the CONVEX, REMVEC, Maine and New Hampshire control centers) or established by the PTOs in accordance with the TOA that are separate from the ISO Control Center and perform certain functions in accordance with the OATT and the TOA.

Local Delivery Service is the service of delivering electric energy to end users. This service is subject to state jurisdiction regardless of whether such service is provided over local distribution or transmission facilities. An entity that is an Eligible Customer under the OATT is not excused from any requirements of state law, or any order or regulation issued pursuant to state law, to arrange for Local Delivery Service with the Participating Transmission Owner and/or distribution company providing such service and to pay all applicable charges associated with such service, including charges for stranded costs and benefits.

Local Network is defined as the transmission facilities constituting a local network as identified in Attachment E, as such Attachment may be modified from time to time in accordance with the Transmission Operating Agreement.

Local Network Load is the load that a Network Customer designates for Local Network Service under Schedule 21 to the OATT.

Local Network RNS Rate is the rate applicable to Regional Network Service to effect a delivery to load in a particular Local Network, as determined in accordance with Schedule 9 to the OATT.

Local Network Service (LNS) is the network service provided under Schedule 21 and the Local Service Schedules to permit the Transmission Customer to efficiently and economically utilize its resources to serve its load.

Local Point-To-Point Service (LPTP) is Point-to-Point Service provided under Schedule 21 of the OATT and the Local Service Schedules to permit deliveries to or from an interconnection point on the PTF.

Local Resource Adequacy Requirement is calculated pursuant to Section III.12.2.1.1.

Local Second Contingency Protection Resources are those Resources identified by the ISO on a daily basis as necessary for the provision of Operating Reserve requirements and adherence to NERC, NPCC and ISO reliability criteria over and above those Resources required to meet first contingency reliability criteria within a Reliability Region.

Local Service is transmission service provided under Schedule 21 and the Local Service Schedules thereto.

Local Service Schedule is a PTO-specific schedule to the OATT setting forth the rates, charges, terms and conditions applicable to Local Service.

Local Sourcing Requirement (LSR) is the minimum amount of capacity that must be located within an import-constrained Load Zone, calculated as described in Section III.12.2 of Market Rule 1.

Local System Planning (LSP) is the process defined in Appendix 1 of Attachment K to the OATT.

Localized Costs are the incremental costs resulting from a RTEP02 Upgrade or a Regional Benefit Upgrade that exceeds those requirements that the ISO deems reasonable and consistent with Good Utility Practice and the current engineering design and construction practices in the area in which the Transmission Upgrade is built. In making its determination of whether Localized Costs exist, the ISO will consider, in accordance with Schedule 12C of the OATT, the reasonableness of the proposed engineering design and construction method with respect to alternate feasible Transmission Upgrades and the relative costs, operation, timing of implementation, efficiency and reliability of the proposed Transmission Upgrade. The ISO, with advisory input from the Reliability Committee, as appropriate, shall review such Transmission Upgrade, and determine whether there are any Localized Costs resulting from such Transmission Upgrade. If there are any such costs, the ISO shall identify them in the Regional System Plan.

Location is a Node, External Node, Load Zone or Hub. For Capacity Commitment Periods commencing on or after June 1, 2017, the Location also is a Dispatch Zone.

Locational Marginal Price (LMP) is defined in Section III.2 of Market Rule 1. The Locational Marginal Price for a Node is the nodal price at that Node; the Locational Marginal Price for an External Node is the nodal price at that External Node; the Locational Marginal Price for a Load Zone or Reliability Region is the Zonal Price for that Load Zone or Reliability Region, respectively; and the Locational Marginal Price for a Hub is the Hub Price for that Hub. For Capacity Commitment Periods commencing on or after June 1, 2017, the Location Marginal Price for a Dispatch Zone is the Zonal Price for that Dispatch Zone.

Long Lead Time Facility (Long Lead Facility) has the meaning specified in Section I of Schedule 22 and Schedule 25 of the OATT.

Long-Term is a term of one year or more.

Long-Term Transmission Outage is a long-term transmission outage scheduled in accordance with ISO New England Operating Procedure No. 3.

Loss Component is the component of the nodal LMP at a given Node or External Node on the PTF that reflects the cost of losses at that Node or External Node relative to the reference point. The Loss Component of the nodal LMP at a given Node on the non-PTF system reflects the relative cost of losses

at that Node adjusted as required to account for losses on the non-PTF system already accounted for through tariffs associated with the non-PTF. When used in connection with Hub Price or Zonal Price, the term Loss Component refers to the Loss Components of the nodal LMPs that comprise the Hub Price or Zonal Price, which Loss Components are averaged or weighted in the same way that nodal LMPs are averaged to determine Hub Price or weighted to determine Zonal Price.

Loss of Load Expectation (LOLE) is the probability of disconnecting non-interruptible customers due to a resource deficiency.

Lost Opportunity Cost (LOC) is one of four forms of compensation that may be paid to resources providing VAR Service under Schedule 2 of the OATT.

LSE means load serving entity.

Lump Sum Blackstart Payment is defined and calculated as specified in Section 5.4 of Schedule 16 to the OATT.

Lump Sum Blackstart Capital Payment is defined and calculated as specified in Section 5.4 of Schedule 16 to the OATT.

Lump Sum Blackstart CIP Capital Payment is defined and calculated as specified in Section 5.4 of Schedule 16 to the OATT.

Major Transmission Outage is a major transmission outage scheduled in accordance with ISO New England Operating Procedure No. 3.

Manual Response Rate is the rate, in MW/Minute, at which the output of a Generator Asset is capable of changing.

Marginal Loss Revenue Load Obligation is defined in Section III.3.2.1(b)(v) of Market Rule 1.

Market Credit Limit is a credit limit for a Market Participant's Financial Assurance Obligations (except FTR Financial Assurance Requirements) established for each Market Participant in accordance with Section II.C of the ISO New England Financial Assurance Policy.

Market Credit Test Percentage is calculated in accordance with Section III.B.1(a) of the ISO New England Financial Assurance Policy.

Market Efficiency Transmission Upgrade is defined as those additions and upgrades that are not related to the interconnection of a generator, and, in the ISO's determination, are designed to reduce bulk power system costs to load system-wide, where the net present value of the reduction in bulk power system costs to load system-wide exceeds the net present value of the cost of the transmission addition or upgrade. For purposes of this definition, the term "bulk power system costs to load system-wide" includes, but is not limited to, the costs of energy, capacity, reserves, losses and impacts on bilateral prices for electricity.

Market Participant is a participant in the New England Markets (including a FTR-Only Customer) that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the Commission.

Market Participant Financial Assurance Requirement is defined in Section III of the ISO New England Financial Assurance Policy.

Market Participant Obligations is defined in Section III.B.1.1 of Appendix B of Market Rule 1.

Market Participant Service Agreement (MPSA) is an agreement between the ISO and a Market Participant, in the form specified in Attachment A or Attachment A-1 to the Tariff, as applicable.

Market Rule 1 is ISO Market Rule 1 and appendices set forth in Section III of this ISO New England Inc. Transmission, Markets and Services Tariff, as it may be amended from time to time.

Market Violation is a tariff violation, violation of a Commission-approved order, rule or regulation, market manipulation, or inappropriate dispatch that creates substantial concerns regarding unnecessary market inefficiencies.

Material Adverse Change is any change in financial status including, but not limited to a downgrade to below an Investment Grade Rating by any Rating Agency, being placed on credit watch with negative implication by any Rating Agency if the Market Participant or Non-Market Participant Transmission

Customer does not have an Investment Grade Rating, a bankruptcy filing or other insolvency, a report of a significant quarterly loss or decline of earnings, the resignation of key officer(s), the sanctioning of the Market Participant or Non-Market Participant Transmission Customer or any of its Principles imposed by the Federal Energy Regulatory Commission, the Securities Exchange Commission, any exchange monitored by the National Futures Association, or any state entity responsible for regulating activity in energy markets; the filing of a material lawsuit that could materially adversely impact current or future financial results; a significant change in the Market Participant's or Non-Market Participant Transmission Customer's credit default spreads; or a significant change in market capitalization.

Material Adverse Impact is defined, for purposes of review of ITC-proposed plans, as a proposed facility or project will be deemed to cause a "material adverse impact" on facilities outside of the ITC System if: (i) the proposed facility or project causes non-ITC facilities to exceed their capabilities or exceed their thermal, voltage or stability limits, consistent with all applicable reliability criteria, or (ii) the proposed facility or project would not satisfy the standards set forth in Section I.3.9 of the Transmission, Markets and Services Tariff. This standard is intended to assure the continued service of all non-ITC firm load customers and the ability of the non-ITC systems to meet outstanding transmission service obligations.

Maximum Capacity Limit is the maximum amount of capacity that can be procured in an export-constrained Load Zone, calculated as described in Section III.12.2 of Market Rule 1, to meet the Installed Capacity Requirement.

Maximum Consumption Limit is the maximum amount, in MW, available from the Dispatchable Asset Related Demand for economic dispatch and is based on the physical characteristics as submitted as part of a Resource's Offer Data except that a Self-Scheduled Dispatchable Asset Related Demand may modify its Minimum Consumption Limit on an hourly basis, as part of its Demand Bid, in order to indicate the desired level of Self-Scheduled MW.

Maximum Facility Load is the most recent annual non-coincident peak demand or, if unavailable, an estimate of the annual non-coincident peak demand of a Real-Time Demand Response Asset or a Real-Time Emergency Generation Asset, where the demand evaluated is established by adding actual metered demand and the output of all generators located behind the asset's end-use customer meter in the same time intervals.

Maximum Generation is the maximum generation output of a Real-Time Demand Response Asset comprised of Distributed Generation or the maximum generation output of a Demand Response Asset comprised of Distributed Generation.

Maximum Interruptible Capacity is an estimate of the maximum hourly demand reduction amount that a Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or a Demand Response Asset can deliver. For assets that deliver demand reduction, the Maximum Interruptible Capacity is the asset's peak load less its uninterruptible load. For assets that deliver reductions through the use of generation, the Maximum Interruptible Capacity is the difference between the generator's maximum possible output and its expected output when not providing demand reduction. For assets that deliver demand reduction and Net Supply, the Maximum Interruptible Capacity is the asset's peak load plus Maximum Net Supply as measured at the Retail Delivery Point.

Maximum Load is the most recent annual non-coincident peak demand or, if unavailable, an estimate of the annual non-coincident peak demand, of a Demand Response Asset, Real-Time Demand Response Asset or Real-Time Emergency Generation Asset.

Maximum Net Supply is an estimate of the maximum hourly Net Supply for a Demand Response Asset as measured from the Demand Response Asset's Retail Delivery Point.

Maximum Reduction is the maximum available demand reduction, in MW, of a Demand Response Resource that a Market Participant offers to deliver in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the Demand Response Resource's Demand Reduction Offer.

Measure Life is the estimated time a Demand Resource measure will remain in place, or the estimated time period over which the facility, structure, equipment or system in which a measure is installed continues to exist, whichever is shorter. Suppliers of Demand Resources comprised of an aggregation of measures with varied Measures Lives shall determine and document the Measure Life either: (i) for each type of measure with a different Measure Life and adjust the aggregate performance based on the individual measure life calculation in the portfolio; or (ii) as the average Measure Life for the aggregated measures as long as the Demand Reduction Value of the Demand Resource is greater than or equal to the amount that cleared in the Forward Capacity Auction or reconfiguration auction for the entire Capacity Commitment Period, and the Demand Reduction Value for an Existing Demand Resource is not overstated in a subsequent Capacity Commitment Period. Measure Life shall be determined consistent with

the Demand Resource's Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements of Market Rule 1 and the ISO New England Manuals.

Measurement and Verification Documents mean the measurement and verification documents described in Section 13.1.4.3.1 of Market Rule 1, which includes Measurement and Verification Plans, Updated Measurement and Verification Plans, Measurement and Verification Summary Reports, and Measurement and Verification Reference Reports.

Measurement and Verification Plan means the measurement and verification plan submitted by a Demand Resource supplier as part of the qualification process for the Forward Capacity Auction pursuant to the requirements of Section III.13.1.4.3 of Market Rule 1 and the ISO New England Manuals.

Measurement and Verification Reference Reports are optional reports submitted by Demand Resource suppliers during the Capacity Commitment Period subject to the schedule in the Measurement and Verification Plan and consistent with the schedule and reporting standards set forth in the ISO New England Manuals. Measurement and Verification Reference Reports update the prospective Demand Reduction Value of the Demand Resource project based on measurement and verification studies performed during the Capacity Commitment Period.

Measurement and Verification Summary Report is the monthly report submitted by a Demand Resource supplier with the monthly settlement report for the Forward Capacity Market, which documents the total Demand Reduction Values for all Demand Resources in operation as of the end of the previous month.

MEPCO Grandfathered Transmission Service Agreement (MG TSA) is a MEPCO long-term firm point-to-point transmission service agreement with a POR or POD at the New Brunswick border and a start date prior to June 1, 2007 where the holder has elected, by written notice delivered to MEPCO within five (5) days following the filing of the settlement agreement in Docket Nos. ER07-1289 and EL08-56 or by September 1, 2008 (whichever is later), MG TSA treatment as further described in Section II.45.1.

Merchant Transmission Facilities (MTF) are the transmission facilities owned by MTOs, defined and classified as MTF pursuant to Schedule 18 of the OATT, over which the ISO shall exercise Operating

Authority in accordance with the terms set forth in a MTOA or Attachment K to the OATT, rated 69 kV or above and required to allow energy from significant power sources to move freely on the New England Transmission System.

Merchant Transmission Facilities Provider (MTF Provider) is an entity as defined in Schedule 18 of the OATT.

Merchant Transmission Facilities Service (MTF Service) is transmission service over MTF as provided for in Schedule 18 of the OATT.

Merchant Transmission Operating Agreement (MTOA) is an agreement between the ISO and an MTO with respect to its MTF.

Merchant Transmission Owner (MTO) is an owner of MTF.

Meter Data Error means an error in meter data, including an error in Coincident Peak Contribution values, on an Invoice issued by the ISO after the completion of the data reconciliation process as described in the ISO New England Manuals and in Section III.3.8 of Market Rule 1.

Meter Data Error RBA Submission Limit means the date thirty 30 calendar days after the issuance of the Invoice containing the results of the data reconciliation process as described in the ISO New England Manuals and in Section III.3.6 of Market Rule 1.

Minimum Consumption Limit is the minimum amount, in MW, available from a Dispatchable Asset Related Demand that is not available for economic dispatch and is based on the physical characteristics as submitted as part of a Resource's Offer Data.

Minimum Down Time is the number of hours that must elapse after a Generator Asset has been released for shutdown at or below its Economic Minimum Limit before the Generator Asset can be brought online and be released for dispatch at its Economic Minimum Limit.

Minimum Generation Emergency means an Emergency declared by the ISO in which the ISO anticipates requesting one or more generating Resources to operate at or below Economic Minimum Limit, in order to manage, alleviate, or end the Emergency.

Minimum Generation Emergency Credits are those Real-Time Dispatch NCPC Credits calculated pursuant to Appendix F of Market Rule 1 for resources within a reliability region that are dispatched during a period for which a Minimum Generation Emergency has been declared.

Minimum Run Time is the number of hours that a Generator Asset must remain online after it has been scheduled to reach its Economic Minimum Limit before it can be released for shutdown from its Economic Minimum Limit.

Minimum Reduction is the minimum available demand reduction, in MW, of a Demand Response Resource that a Market Participant offers to deliver in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the Demand Response Resource's Demand Reduction Offer.

Minimum Reduction Time is the minimum number of hours of demand reduction at or above the Minimum Reduction for which the ISO must dispatch a Demand Response Resource to reduce demand.

Minimum Time Between Reductions is the minimum number of hours that a Market Participant requires between the time the Demand Response Resource receives a Dispatch Instruction from the ISO to not reduce demand and the time the Demand Response Resource receives a Dispatch Instruction from the ISO to reduce demand.

Monthly Blackstart Service Charge is the charge made to Transmission Customers pursuant to Section 6 of Schedule 16 to the OATT.

Monthly Capacity Variance means a Demand Resource's actual monthly Capacity Value established pursuant to Section III.13.7.1.5.1 of Market Rule 1, minus the Demand Resource's final Capacity Supply Obligation for the month.

Monthly Peak is defined in Section II.21.2 of the OATT.

Monthly PER is calculated in accordance with Section III.13.7.2.7.1.1.2(a) of Market Rule 1.

Monthly Real-Time Generation Obligation is the sum, for all hours in a month, at all Locations, of a Customer's Real-Time Generation Obligation, in MWhs.

Monthly Real-Time Load Obligation is the absolute value of a Customer's hourly Real-Time Load Obligation summed for all hours in a month, in MWhs.

Monthly Regional Network Load is defined in Section II.21.2 of the OATT.

Monthly Statement is the first weekly Statement issued on a Monday after the tenth of a calendar month that includes both the Hourly Charges for the relevant billing period and Non-Hourly Charges for the immediately preceding calendar month.

MUI is the market user interface.

Municipal Market Participant is defined in Section II of the ISO New England Financial Assurance Policy.

MW is megawatt.

MWh is megawatt-hour.

Native Load Customers are the wholesale and retail power customers of a Transmission Owner on whose behalf the Transmission Owner, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate its system to meet the reliable electric needs of such customers.

NCPC Charge means the charges to Market Participants calculated pursuant to Appendix F to Market Rule 1.

NCPC Credit means the credits to Market Participants calculated pursuant to Appendix F to Market Rule 1.

Needs Assessment is defined in Section 4.1 of Attachment K to the OATT.

NEMA, for purposes of Section III of the Tariff, is the Northeast Massachusetts Reliability Region.

NEMA Contract is a contract described in Appendix C of Market Rule 1 and listed in Exhibit 1 of Appendix C of Market Rule 1.

NEMA Load Serving Entity (NEMA LSE) is a Transmission Customer or Congestion Paying LSE Entity that serves load within NEMA.

NEMA or Northeast Massachusetts Upgrade, for purposes of Section II of the Tariff, is an addition to or modification of the PTF into or within the Northeast Massachusetts Reliability Region that was not, as of December 31, 1999, the subject of a System Impact Study or application filed pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff; that is not related to generation interconnections; and that will be completed and placed in service by June 30, 2004. Such upgrades include, but are not limited to, new transmission facilities and related equipment and/or modifications to existing transmission facilities and related equipment. The list of NEMA Upgrades is contained in Schedule 12A of the OATT.

NEPOOL is the New England Power Pool, and the entities that collectively participated in the New England Power Pool.

NEPOOL Agreement is the agreement among the participants in NEPOOL.

NEPOOL GIS is the generation information system.

NEPOOL GIS Administrator is the entity or entities that develop, administer, operate and maintain the NEPOOL GIS.

NERC is the North American Electric Reliability Corporation or its successor organization.

Net Commitment Period Compensation (NCPC) is the compensation methodology for Resources that is described in Appendix F to Market Rule 1.

Net CONE is an estimate of the Cost of New Entry, net of the first-year non-capacity market revenues, for a reference technology resource type and is intended to equal the amount of capacity revenue the reference technology resource would require, in its first year of operation, to be economically viable given reasonable expectations of the first year energy and ancillary services revenues, and projected revenue for subsequent years.

Net Regional Clearing Price is described in Section III.13.7.3 of Market Rule 1.

Net Supply is energy injected at the Retail Delivery Point by a Demand Response Asset with Distributed Generation.

Net Supply Limit is the estimated portion of the offered Maximum Reduction of a Demand Response Resource that would be provided through Net Supply. The Net Supply Limit is calculated by multiplying the offered Maximum Reduction of the Demand Response Resource by the ratio of total Net Supply to total demand reduction performance from the prior like Seasonal DR Audit of the Demand Response Assets that are mapped to the Demand Response Resource for the month.

Network Capability Interconnection Standard has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Network Customer is a Transmission Customer receiving RNS or LNS.

Network Import Capability (NI Capability) is defined in Section I of Schedule 25 of the OATT.

Network Import Interconnection Service (NI Interconnection Service) is defined in Section I of Schedule 25 of the OATT.

Network Resource is defined as follows: (1) With respect to Market Participants, (a) any generating resource located in the New England Control Area which has been placed in service prior to the Compliance Effective Date (including a unit that has lost its capacity value when its capacity value is restored and a deactivated unit which may be reactivated without satisfying the requirements of Section II.46 of the OATT in accordance with the provisions thereof) until retired; (b) any generating resource located in the New England Control Area which is placed in service after the Compliance Effective Date until retired, provided that (i) the Generator Owner has complied with the requirements of Sections II.46 and II.47 and Schedules 22 and 23 of the OATT, and (ii) the output of the unit shall be limited in accordance with Sections II.46 and II.47 and Schedules 22 and 23, if required; and (c) any generating resource or combination of resources (including bilateral purchases) located outside the New England Control Area for so long as any Market Participant has an Ownership Share in the resource or resources which is being delivered to it in the New England Control Area to serve Regional Network Load located

in the New England Control Area or other designated Regional Network Loads contemplated by Section II.18.3 of the OATT taking Regional Network Service. (2) With respect to Non-Market Participant Transmission Customers, any generating resource owned, purchased or leased by the Non-Market Participant Transmission Customer which it designates to serve Regional Network Load.

New Brunswick Security Energy is defined in Section III.3.2.6A of Market Rule 1.

New Capacity Offer is an offer in the Forward Capacity Auction to provide capacity from a New Generating Capacity Resource, New Import Capacity Resource, or New Demand Resource, as described in Section III.13.2.3.2 of Market Rule 1.

New Capacity Qualification Deadline is a deadline, specified in Section III.13.1.10 of Market Rule 1, for submission of certain qualification materials for the Forward Capacity Auction, as discussed in Section III.13.1 of Market Rule 1.

New Capacity Qualification Package is information submitted by certain new resources prior to participation in the Forward Capacity Auction, as described in Section III.13.1 of Market Rule 1.

New Capacity Required is the amount of additional capacity required to meet the Installed Capacity Requirement or a Capacity Zone's Local Sourcing Requirement, as described in Section III.13.2.8.1.1 of Market Rule 1.

New Capacity Resource is a resource (i) that never previously received any payment as a capacity resource including any capacity payment pursuant to the market rules in effect prior to June 1, 2010 and that has not cleared in any previous Forward Capacity Auction; or (ii) that is otherwise eligible to participate in the Forward Capacity Auction as a New Capacity Resource.

New Capacity Show of Interest Form is described in Section III.13.1.1.2.1 of Market Rule 1.

New Capacity Show of Interest Submission Window is the period of time during which a Project Sponsor may submit a New Capacity Show of Interest Form or a New Demand Resource Show of Interest Form, as described in Section III.13.1.10 of Market Rule 1.

New Demand Resource is a type of Demand Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.1.2 of Market Rule 1.

New Demand Resource Qualification Package is the information that a Project Sponsor must submit, in accordance with Section III 13.1.4.2.3 of Market Rule 1, for each resource that it seeks to offer in the Forward Capacity Auction as a New Demand Resource.

New Demand Resource Show of Interest Form is described in Section III.13.1.4.2 of Market Rule 1.

New Demand Response Asset is a Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or Demand Response Asset that is registered with the ISO, has been mapped to a resource, is ready to respond, and has been included in the dispatch model of the remote terminal unit but does not have a winter audit value and a summer audit value.

New Demand Response Asset Audit is an audit of a New Demand Response Asset performed pursuant to Section III.13.6.1.5.4.8.

New England Control Area is the Control Area for New England, which includes PTF, Non-PTF, MTF and OTF. The New England Control Area covers Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont, and part of Maine (i.e., excluding the portions of Northern Maine and the northern portion of Eastern Maine which are in the Maritimes Control Area).

New England Markets are markets or programs for the purchase of energy, capacity, ancillary services, demand response services or other related products or services (including Financial Transmission Rights) that are delivered through or useful to the operation of the New England Transmission System and that are administered by the ISO pursuant to rules, rates, or agreements on file from time to time with the Federal Energy Regulatory Commission.

New England System Restoration Plan is the plan that is developed by ISO, in accordance with NERC Reliability Standards, NPCC regional criteria and standards, ISO New England Operating Documents and ISO operating agreements, to facilitate the restoration of the New England Transmission System following a partial or complete shutdown of the New England Transmission System.

New England Transmission System is the system of transmission facilities, including PTF, Non-PTF, OTF and MTF, within the New England Control Area under the ISO's operational jurisdiction.

New Generating Capacity Resource is a type of resource participating in the Forward Capacity Market, as described in Section III.13.1.1.1 of Market Rule 1.

New Import Capacity Resource is a type of resource participating in the Forward Capacity Market, as defined in Section III.13.1.3.4 of Market Rule 1.

NMPTC means Non-Market Participant Transmission Customer.

NMPTC Credit Threshold is described in Section V.A.2 of the ISO New England Financial Assurance Policy.

NMPTC Financial Assurance Requirement is an amount of additional financial assurance for Non-Market Participant Transmission Customers described in Section V.D of the ISO New England Financial Assurance Policy.

Nodal Amount is node(s)-specific on-peak and off-peak proxy value to which an FTR bid or awarded FTR bid relates.

Node is a point on the New England Transmission System at which LMPs are calculated.

No-Load Fee is the amount, in dollars per hour, for a generating unit that must be paid to Market Participants with an Ownership Share in the unit for being scheduled in the New England Markets, in addition to the Start-Up Fee and price offered to supply energy, for each hour that the generating unit is scheduled in the New England Markets.

Nominated Consumption Limit is the consumption level specified by the Market Participant for a Dispatchable Asset Related Demand as adjusted in accordance with the provisions of Section III.13.7.3.1.3.

Non-Commercial Capacity is the capacity of a New Capacity Resource or an increment of an Existing Capacity Resource that is treated as a New Capacity Resource in the Forward Capacity Auction and that has not been declared commercial and has not had its capacity rating verified by the ISO.

Non-Commercial Capacity Cure Period is the time period described in Section VII.D of the ISO New England Financial Assurance Policy.

Non-Commercial Capacity Financial Assurance Amount (Non-Commercial Capacity FA Amount) is the financial assurance amount held on Non-Commercial Capacity cleared in a Forward Capacity Auction as calculated in accordance with Section VII.B.2 of the ISO New England Financial Assurance Policy.

Non-Designated Blackstart Resource Study Cost Payments are the study costs reimbursed under Section 5.3 of Schedule 16 of the OATT.

Non-Hourly Charges are defined in Section 1.3 of the ISO New England Billing Policy.

Non-Hourly Requirements are determined in accordance with Section III.A(ii) of the ISO New England Financial Assurance Policy, which is Exhibit 1A of Section I of the Tariff.

Non-Intermittent Settlement Only Resource is a Settlement Only Resource that is not an Intermittent Power Resource.

Non-Market Participant is any entity that is not a Market Participant.

Non-Market Participant Transmission Customer is any entity which is not a Market Participant but is a Transmission Customer.

Non-Municipal Market Participant is defined in Section II of the ISO New England Financial Assurance Policy.

Non-Price Retirement Request is a binding request to retire the entire capacity of a Generating Capacity Resource as described in Section III.13.1.2.3.1.5.

Non-PTF Transmission Facilities (Non-PTF) are the transmission facilities owned by the PTOs that do not constitute PTF, OTF or MTF.

Non-Qualifying means a Market Participant that is not a Credit Qualifying Market Participant.

Notice of RBA is defined in Section 6.3.2 of the ISO New England Billing Policy.

Notification Time is the time required for a Generator Asset to synchronize to the system from the time a startup Dispatch Instruction is received from the ISO.

NPCC is the Northeast Power Coordinating Council.

Obligation Month means a time period of one calendar month for which capacity payments are issued and the costs associated with capacity payments are allocated.

Offer Data means the scheduling, operations planning, dispatch, new Resource, and other data, including generating unit and Dispatchable Asset Related Demand, and for Capacity Commitment Periods commencing on or after June 1, 2017, Demand Response Resource operating limits based on physical characteristics, and information necessary to schedule and dispatch generating and Dispatchable Asset Related Demand Resources, and for Capacity Commitment Periods commencing on or after June 1, 2017. Demand Response Resources for the provision of energy and other services and the maintenance of the reliability and security of the transmission system in the New England Control Area, and specified for submission to the New England Markets for such purposes by the ISO.

Offered CLAIM10 is, for a generating Resource, a Supply Offer value between 0 and the CLAIM10 of the Resource that represents the amount of TMNSR available from the Resource from an off-line state, and, for a Dispatchable Asset Related Demand or Demand Response Resource that has not been dispatched, is a Demand Bid or Demand Reduction Offer value between 0 and the CLAIM10 of the Resource that represents the amount of TMNSR or TMSR available from the Resource.

Offered CLAIM30 is a Supply Offer, Demand Bid or Demand Reduction Offer value between 0 and the CLAIM30 of a Resource that represents the amount of TMOR available from an off-line generating Resource, or Dispatchable Asset Related Demand or Demand Response Resource that has not been dispatched.

Offered Full Reduction Time is the value calculated pursuant to Section III.13.6.1.5.4.6.

On-Peak Demand Resource is a type of Demand Resource and means installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that reduce the total amount of electrical energy consumed during Demand Resource On-Peak Hours, while delivering a comparable or acceptable level of end-use service. Such measures include Energy Efficiency, Load Management, and Distributed Generation.

Open Access Same-Time Information System (OASIS) is the ISO information system and standards of conduct responding to requirements of 18 C.F.R. §37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.

Open Access Transmission Tariff (OATT) is Section II of the ISO New England Inc. Transmission, Markets and Services Tariff.

Operating Authority is defined pursuant to a MTOA, an OTOA, the TOA or the OATT, as applicable.

Operating Data means GADS Data, data equivalent to GADS Data, CARL Data, metered load data, or actual system failure occurrences data, all as described in the ISO New England Operating Procedures.

Operating Day means the calendar day period beginning at midnight for which transactions on the New England Markets are scheduled.

Operating Reserve means Ten-Minute Spinning Reserve (TMSR), Ten-Minute Non-Spinning Reserve (TMNSR) and Thirty-Minute Operating Reserve (TMOR).

Operations Date is February 1, 2005.

OTF Service is transmission service over OTF as provided for in Schedule 20.

Other Transmission Facility (OTF) are the transmission facilities owned by Transmission Owners, defined and classified as OTF pursuant to Schedule 20, over which the ISO shall exercise Operating Authority in accordance with the terms set forth in the OTOA, rated 69 kV or above, and required to

allow energy from significant power sources to move freely on the New England Transmission System. OTF classification shall be limited to the Phase I/II HVDC-TF.

Other Transmission Operating Agreements (OTOA) is the agreement(s) between the ISO, an OTO and/or the associated service provider(s) with respect to an OTF, which includes the HVDC Transmission Operating Agreement and the Phase I/II HVDC-TF Transmission Service Administration Agreement. With respect to the Phase I/II HVDC-TF, the HVDC Transmission Operating Agreement covers the rights and responsibilities for the operation of the facility and the Phase I/II HVDC-TF Transmission Service Administration Agreement covers the rights and responsibilities for the administration of transmission service.

Other Transmission Owner (OTO) is an owner of OTF.

Ownership Share is a right or obligation, for purposes of settlement, to a percentage share of all credits or charges associated with a generating unit asset or Load Asset, where such unit or load is interconnected to the New England Transmission System.

Participant Expenses are defined in Section 1 of the Participants Agreement.

Participant Required Balance is defined in Section 5.3 of the ISO New England Billing Policy.

Participant Vote is defined in Section 1 of the Participants Agreement.

Participants Agreement is the agreement among the ISO, the New England Power Pool and Individual Participants, as amended from time to time, on file with the Commission.

Participants Committee is the principal committee referred to in the Participants Agreement.

Participating Transmission Owner (PTO) is a transmission owner that is a party to the TOA.

Payment is a sum of money due to a Covered Entity from the ISO.

Payment Default Shortfall Fund is defined in Section 5.1 of the ISO New England Billing Policy.

Peak Energy Rent (PER) is described in Section III.13.7.2.7.1 of Market Rule 1.

PER Proxy Unit is described in Section III.13.7.2.7.1 of Market Rule 1.

Percent of Total Demand Reduction Value Complete means the delivery schedule as a percentage of a Demand Resource's total Demand Reduction Value that will be or has been achieved as of specific target dates, as described in Section III.13 of Market Rule 1.

Permanent De-list Bid is a bid that may be submitted by an Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource in the Forward Capacity Auction to permanently remove itself from the capacity market, as described in Section III.13.1.2.3.1.2 of Market Rule 1.

Phase I Transfer Credit is 40% of the HQICC, or such other fraction of the HQICC as the ISO may establish.

Phase I/II HVDC-TF is defined in Schedule 20A to Section II of this Tariff.

Phase I/II HVDC-TF Transfer Capability is the transfer capacity of the Phase I/II HVDC-TF under normal operating conditions, as determined in accordance with Good Utility Practice. The "Phase I Transfer Capability" is the transfer capacity under normal operating conditions, as determined in accordance with Good Utility Practice, of the Phase I terminal facilities as determined initially as of the time immediately prior to Phase II of the Phase I/II HVDC-TF first being placed in service, and as adjusted thereafter only to take into account changes in the transfer capacity which are independent of any effect of Phase II on the operation of Phase I. The "Phase II Transfer Capability" is the difference between the Phase I/II HVDC-TF Transfer Capability and the Phase I Transfer Capability.

Determinations of, and any adjustment in, Phase I/II HVDC-TF Transfer Capability shall be made by the ISO, and the basis for any such adjustment shall be explained in writing and posted on the ISO website.

Phase II Transfer Credit is 60% of the HQICC, or such other fraction of the HQICC as the ISO may establish.

Planning Advisory Committee is the committee described in Attachment K of the OATT.

Planning and Reliability Criteria is defined in Section 3.3 of Attachment K to the OATT.

Point(s) of Delivery (POD) is point(s) of interconnection where capacity and/or energy transmitted by a Transmission Customer will be made available to the Receiving Party under the OATT.

Point(s) of Receipt (POR) is point(s) of interconnection where capacity and/or energy transmitted by a Transmission Customer will be made available by the Delivering Party under the OATT.

Point-To-Point Service is the transmission of capacity and/or energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under the OATT pursuant to Local Point-To-Point Service or OTF Service or MTF Service; and the transmission of capacity and/or energy from the Point(s) of Receipt to the Point(s) of Delivery under the OATT pursuant to Through or Out Service.

Pool-Planned Unit is one of the following units: New Haven Harbor Unit 1 (Coke Works), Mystic Unit 7, Canal Unit 2, Potter Unit 2, Wyman Unit 4, Stony Brook Units 1, 1A, 1B, 1C, 2A and 2B, Millstone Unit 3, Seabrook Unit 1 and Waters River Unit 2 (to the extent of 7 megawatts of its Summer capability and 12 megawatts of its Winter capability).

Pool PTF Rate is the transmission rate determined in accordance with Schedule 8 to the OATT.

Pool RNS Rate is the transmission rate determined in accordance with paragraph (2) of Schedule 9 of Section II of the Tariff.

Pool-Scheduled Resources are described in Section III.1.10.2 of Market Rule 1.

Pool Supported PTF is defined as: (i) PTF first placed in service prior to January 1, 2000; (ii) Generator Interconnection Related Upgrades with respect to Category A and B projects (as defined in Schedule 11), but only to the extent not paid for by the interconnecting Generator Owner; and (iii) other PTF upgrades, but only to the extent the costs therefore are determined to be Pool Supported PTF in accordance with Schedule 12.

Pool Transmission Facility (PTF) means the transmission facilities owned by PTOs which meet the criteria specified in Section II.49 of the OATT.

Poorly Performing Resource is described in Section III.13.7.1.1.5 of Market Rule 1.

Posting Entity is any Market Participant or Non-Market Participant Transmission Customer providing financial security under the provisions of the ISO New England Financial Assurance Policy.

Posture means an action of the ISO to deviate from the jointly optimized security constrained economic dispatch for Energy and Operating Reserves solution for a Resource produced by the ISO's technical software for the purpose of maintaining sufficient Operating Reserve (both online and off-line) or for the provision of voltage or VAR support.

Posturing Credits are the Real-Time Posturing NCPC Credit for Dispatchable Asset Related Demand Resources (Pumps Only) Postured for Reliability, the Real-Time Posturing NCPC Credits for Generators (Other Than Limited Energy Resources) Postured for Reliability and the Real-Time Posturing NCPC Credit for Limited Energy Resources Postured for Reliability.

Power Purchaser is the entity that is purchasing the capacity and/or energy to be transmitted under the OATT.

Principal is (i) the sole proprietor of a sole proprietorship; (ii) a general partner of a partnership; (iii) a president, chief executive officer, chief operating officer or chief financial officer (or equivalent position) of an organization; (iv) a manager, managing member or a member vested with the management authority for a limited liability company or limited liability partnership; (v) any person or entity that has the power to exercise a controlling influence over an organization's activities that are subject to regulation by the Federal Energy Regulatory Commission, the Securities and Exchange Commission, the Commodity Futures Trading Commission, any exchange monitored by the National Futures Association, or any state entity responsible for regulating activity in energy markets; or (vi) any person or entity that: (a) is the direct owner of 10% or more of any class of an organization's equity securities; or (b) has directly contributed 10% or more of an organization's capital.

Profiled Load Assets include all Load Assets that are not directly metered by OP-18 compliant metering as currently described in Section IV (Metering and Recording for Settlements) of OP18, and some Load Assets that are measured by OP-18 compliant metering (as currently described in Section IV of OP-18) to which the Host Participant Assigned Meter Reader allocates non-PTF losses.

Project Sponsor is an entity seeking to have a New Generating, Capacity Resource New Import Capacity Resource or New Demand Resource participate in the Forward Capacity Market, as described in Section III.13.

Provisional Member is defined in Section I.68A of the Restated NEPOOL Agreement.

PTO Administrative Committee is the committee referred to in Section 11.04 of the TOA.

Publicly Owned Entity is defined in Section I of the Restated NEPOOL Agreement.

Qualification Process Cost Reimbursement Deposit is described in Section III.13.1.9.3 of Market Rule 1.

Qualified Capacity is the amount of capacity a resource may provide in the summer or winter in a Capacity Commitment Period, as determined in the Forward Capacity Market qualification processes.

Qualified Generator Reactive Resource(s) is any generator source of dynamic reactive power that meets the criteria specified in Schedule 2 of the OATT.

Qualified Non-Generator Reactive Resource(s) is any non-generator source of dynamic reactive power that meets the criteria specified in Schedule 2 of the OATT.

Qualified Reactive Resource(s) is any Qualified Generator Reactive Resource and/or Qualified Non-Generator Reactive Resource that meets the criteria specified in Schedule 2 of the OATT.

Queue Position has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Rated means a Market Participant that receives a credit rating from one or more of the Rating Agencies, or, if such Market Participant is not rated by one of the Rating Agencies, then a Market Participant that has outstanding unsecured debt rated by one or more of the Rating Agencies.

Rating Agencies are Standard and Poor's (S&P), Moody's, and Fitch.

RBA Decision is a written decision provided by the ISO to a Disputing Party and to the Chair of the NEPOOL Budget and Finance Subcommittee accepting or denying a Requested Billing Adjustment within twenty Business Days of the date the ISO distributes a Notice of RBA, unless some later date is agreed upon by the Disputing Party and the ISO.

Reactive Supply and Voltage Control Service is the form of Ancillary Service described in Schedule 2 of the OATT.

Real-Time is a period in the current Operating Day for which the ISO dispatches Resources for energy and Regulation, designates Resources for Regulation and Operating Reserve and, if necessary, commits additional Resources.

Real-Time Adjusted Load Obligation is defined in Section III.3.2.1(b)(iii) of Market Rule 1.

Real-Time Adjusted Load Obligation Deviation is defined in Section III.3.2.1(c)(iii) of Market Rule 1.

Real-Time Commitment NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Congestion Revenue is defined in Section III.3.2.1(f) of Market Rule 1.

Real-Time Demand Reduction Obligation is a Real-Time demand reduction amount determined pursuant to Section III.E1.8 for Capacity Commitment Periods commencing prior to June 1, 2017, and Section III.E2.7 for Capacity Commitment Periods commencing on or after June 1, 2017.

Real-Time Demand Resource Dispatch Hours means those hours, or portions thereof, in which ISO New England Operating Procedure No. 4 is implemented and the ISO has begun to allow the depletion of Thirty-Minute Operating Reserve on a Dispatch Zone, Load Zone, or system-wide basis, and the ISO notifies the Market Participants with Real-Time Demand Response Resources of such hours.

Real-Time Demand Response Asset means one or more individual end-use metered customers that are located at a single Node, report load reduction and consumption, or generator output as a single set of values, are assigned a unique asset identification number by the ISO, and that participate in the Forward Capacity Market as part of a Market Participant's Real-Time Demand Response Resource.

Real-Time Demand Response Event Hours means hours when the ISO dispatches Real-Time Demand Response Resources in response to Real-Time Demand Resource Dispatch Hours, which may include Dispatch Zone, Load Zone, or system-wide dispatch of such resources.

Real-Time Demand Response Resource is a type of Demand Resource that is comprised of installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that: (i) curtail electrical usage in response to a Dispatch Instruction; and (ii) continue curtailing electrical usage until receiving Dispatch Instructions to restore electrical usage. Such measures include Load Management and Distributed Generation. The period of curtailment shall be consistent with Real-Time Demand Response Event Hours.

Real-Time Dispatch NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Emergency Generation Asset means one or more individual end-use metered customers that are located at a single Node, report load reduction and consumption, or generator output as a single set of values, are assigned a unique asset identification number by the ISO, and that participate in the Forward Capacity Market as part of a Market Participant's Real-Time Emergency Generation Resource.

Real-Time Emergency Generation Event Hours means those hours, or portions thereof, between 7 a.m. and 7 p.m. Monday through Friday, non-Demand Response Holidays in which the ISO dispatches Real-Time Emergency Generation Resources on a Dispatch Zone, Load Zone, or system-wide basis when deficient in Thirty-Minute Operating Reserve and when the ISO implements voltage reductions of five percent of normal operating voltage that require more than 10 minutes to implement.

Real-Time Emergency Generation Resource is Distributed Generation whose federal, state and/or local air quality permits, rules or regulations limit operation in response to requests from the ISO to the times when the ISO implements voltage reductions of five percent of normal operating voltage that require more than 10 minutes to implement. A Real-Time Emergency Generation Resource must be capable of: (i) curtailing its end-use electric consumption from the New England grid within 30 minutes of receiving a Dispatch Instruction; and (ii) continuing that curtailment until receiving a Dispatch Instruction to restore consumption.

Real-Time Energy Market means the purchase or sale of energy, purchase of demand reductions pursuant to Appendix III.E2 of Market Rule 1, payment of Congestion Costs, and payment for losses for quantity deviations from the Day-Ahead Energy Market in the Operating Day and designation of and payment for provision of Operating Reserve in Real-Time.

Real-Time Energy Market Deviation Congestion Charge/Credit is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Energy Market Deviation Energy Charge/Credit is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Energy Market Deviation Loss Charge/Credit is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Energy Market NCPC Credits are the Real-Time Commitment NCPC Credit and the Real-Time Dispatch NCPC Credit.

Real-Time External Transaction NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Generation Obligation is defined in Section III.3.2.1(b)(ii) of Market Rule 1.

Real-Time Generation Obligation Deviation is defined in Section III.3.2.1(c)(ii) of Market Rule 1.

Real-Time High Operating Limit is the maximum output, in MW, of a resource that could be achieved, consistent with Good Utility Practice, in response to an ISO request for Energy under Section III.13.6.4 of Market Rule 1, for each hour of the Operating Day, as reflected in the resource's Offer Data. This value is based on real-time operating conditions and the physical operating characteristics and operating permits of the unit.

Real-Time Load Obligation is defined in Section III.3.2.1(b)(i) of Market Rule 1.

Real-Time Load Obligation Deviation is defined in Section III.3.2.1(c)(i) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange is defined in Section III.3.2.1(b)(iv) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange Deviation is defined in Section III.3.2.1(c)(iv) of Market Rule 1.

Real-Time Loss Revenue is defined in Section III.3.2.1(i) of Market Rule 1.

Real-Time Loss Revenue Charges or Credits are defined in Section III.3.2.1(m) of Market Rule 1.

Real-Time NCP Load Obligation is the maximum hourly value, during a month, of a Market Participant's Real-Time Load Obligation summed over all Locations, excluding exports, in kilowatts.

Real-Time Price Response Program is the program described in Appendix E to Market Rule 1.

Real-Time Offer Change is a modification to a Supply Offer pursuant to Section III.1.10.9(b).

Real-Time Posturing NCPC Credit for Dispatchable Asset Related Demand Resources (Pumps Only) Postured for Reliability is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Posturing NCPC Credit for Generators (Other Than Limited Energy Resources) Postured for Reliability is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Posturing NCPC Credit for Limited Energy Resources Postured for Reliability is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Prices means the Locational Marginal Prices resulting from the ISO's dispatch of the New England Markets in the Operating Day.

Real-Time Reserve Charge is a Market Participant's share of applicable system and Reserve Zone Real-Time Operating Reserve costs attributable to meeting the Real-Time Operating Reserve requirement as calculated in accordance with Section III.10 of Market Rule 1.

Real-Time Reserve Clearing Price is the Real-Time TMSR, TMNSR or TMOR clearing price, as applicable, for the system and each Reserve Zone that is calculated in accordance with Section

III.2.4 of Market Rule 1.

Real-Time Reserve Credit is a Market Participant's compensation associated with that Market Participant's Resources' Real-Time Reserve Designation as calculated in accordance with Section III.10 of Market Rule 1.

Real-Time Reserve Designation is the amount, in MW, of Operating Reserve designated to a Resource in Real-Time by the ISO as adjusted after-the-fact utilizing revenue quality meter data as described under Section III.10 of Market Rule 1.

Real-Time Reserve Opportunity Cost is defined in Section III.2.7A(b) of Market Rule 1.

Real-Time Synchronous Condensing NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time System Adjusted Net Interchange means, for each hour, the sum of Real-Time Locational Adjusted Net Interchange for a Market Participant over all Locations, in kilowatts.

Receiving Party is the entity receiving the capacity and/or energy transmitted to Point(s) of Delivery under the OATT.

Reference Level is defined in Section III.A.5.6.1 of Appendix A of Market Rule 1.

Regional Benefit Upgrade(s) (RBU) means a Transmission Upgrade that: (i) is rated 115kV or above; (ii) meets all of the non-voltage criteria for PTF classification specified in the OATT; and (iii) is included in the Regional System Plan as either a Reliability Transmission Upgrade or an Market Efficiency Transmission Upgrade identified as needed pursuant to Attachment K of the OATT. The category of RBU shall not include any Transmission Upgrade that has been categorized under any of the other categories specified in Schedule 12 of the OATT (e.g., an Elective Transmission Upgrade shall not also be categorized as an RBU). Any upgrades to transmission facilities rated below 115kV that were PTF prior to January 1, 2004 shall remain classified as PTF and be categorized as an RBU if, and for so long as, such upgrades meet the criteria for PTF specified in the OATT.

Regional Network Load is the load that a Network Customer designates for Regional Network Service under Part II.B of the OATT. The Network Customer's Regional Network Load shall include all load designated by the Network Customer (including losses) and shall not be credited or reduced for any behind-the-meter generation. A Network Customer may elect to designate less than its total load as Regional Network Load but may not designate only part of the load at a discrete Point of Delivery. Where a Transmission Customer has elected not to designate a particular load at discrete Points of Delivery as Regional Network Load, the Transmission Customer is responsible for making separate arrangements under Part II.C of the OATT for any Point-To-Point Service that may be necessary for such non-designated load.

Regional Network Service (RNS) is the transmission service over the PTF described in Part II.B of the OATT, including such service which is used with respect to Network Resources or Regional Network Load that is not physically interconnected with the PTF.

Regional Planning Dispute Resolution Process is described in Section 12 of Attachment K to the OATT.

Regional System Plan (RSP) is the plan developed under the process specified in Attachment K of the OATT.

Regional Transmission Service (RTS) is Regional Network Service and Through or Out Service as provided over the PTF in accordance with Section II.B, Section II.C, Schedule 8 and Schedule 9 of the OATT.

Regulation is the capability of a specific generating unit with appropriate telecommunications, control and response capability to increase or decrease its output in response to a regulating control signal, in accordance with the specifications in the ISO New England Manuals and ISO New England Administrative Procedures.

Regulation and Frequency Response Service is the form of Ancillary Service described in Schedule 3 of the OATT. The capability of performing Regulation and Frequency Response Service is referred to as automatic generation control (AGC).

Regulation Capability (REGCAP) means the amount of Regulation capability available on a Market Participant's Resource as calculated by the ISO based upon that Resource's Automatic Response Rate and the available regulating range as specified in ISO New England Manual 11 – Market Operations.

Regulation Clearing Price is defined in Section III.3.2.2(e) of Market Rule 1.

Regulation High Limit is the maximum amount of energy that a generating unit can reliably produce when that unit is providing Regulation. The Regulation High Limit may be less than or equal to the unit's Economic Maximum Limit.

Regulation Low Limit is the minimum amount of energy that a generating unit can reliably produce when that unit is providing Regulation. The Regulation Low Limit may be greater than or equal to the unit's Economic Minimum Limit.

Regulation Opportunity Cost is defined in Section III.3.2.2(i) of Market Rule 1.

Regulation Rank Price is calculated in accordance with Section III.1.11.5(b) of Market Rule 1.

Regulation Requirement is the hourly amount of Regulation MWs required by the ISO to maintain system control and reliability as calculated and posted on the ISO website.

Regulation Service Credit is the credit associated with provision of Regulation Service Megawatts and is calculated in accordance with Section III.3.2.2(c) of Market Rule 1.

Regulation Service Megawatts are calculated in accordance with Section III.3.2.2(f) of Market Rule 1.

Related Person is defined pursuant to Section 1.1 of the Participants Agreement.

Related Transaction is defined in Section III.1.4.3 of Market Rule 1.

Reliability Administration Service (RAS) is the service provided by the ISO, as described in Schedule 3 of Section IV.A of the Tariff, in order to administer the Reliability Markets and provide other reliability-related and informational functions.

Reliability Committee is the committee whose responsibilities are specified in Section 8.2.3 of the Participants Agreement.

Reliability Markets are, collectively, the ISO's administration of Regulation, the Forward Capacity Market, and Operating Reserve.

Reliability Region means any one of the regions identified on the ISO's website. Reliability Regions are intended to reflect the operating characteristics of, and the major transmission constraints on, the New England Transmission System.

Reliability Transmission Upgrade means those additions and upgrades not required by the interconnection of a generator that are nonetheless necessary to ensure the continued reliability of the New England Transmission System, taking into account load growth and known resource changes, and include those upgrades necessary to provide acceptable stability response, short circuit capability and system voltage levels, and those facilities required to provide adequate thermal capability and local voltage levels that cannot otherwise be achieved with reasonable assumptions for certain amounts of generation being unavailable (due to maintenance or forced outages) for purposes of long-term planning studies. Good Utility Practice, applicable reliability principles, guidelines, criteria, rules, procedures and standards of ERO and NPCC and any of their successors, applicable publicly available local reliability criteria, and the ISO System Rules, as they may be amended from time to time, will be used to define the system facilities required to maintain reliability in evaluating proposed Reliability Transmission Upgrades. A Reliability Transmission Upgrade may provide market efficiency benefits as well as reliability benefits to the New England Transmission System.

Remittance Advice is an issuance from the ISO for the net Payment owed to a Covered Entity where a Covered Entity's total Payments exceed its total Charges in a billing period.

Remittance Advice Date is the day on which the ISO issues a Remittance Advice.

Renewable Technology Resource is a Generating Capacity Resource or an On-Peak Demand Resource that satisfies the requirements specified in Section III.13.1.1.1.7.

Re-Offer Period is the period that normally occurs between the posting of the of the Day-Ahead Energy Market results and 2:00 p.m. on the day before the Operating Day during which a Market Participant may

submit revised Supply Offers, revised External Transactions, or revised Demand Bids associated with Dispatchable Asset Related Demands or, for Capacity Commitment Periods commencing on or after June 1, 2017, revised Demand Reduction Offers associated with Demand Response Resources.

Replacement Reserve is described in Part III, Section VII of ISO New England Operating Procedure No. 8.

Request for Alternative Proposals (RFAP) is the request described in Attachment K of the OATT.

Requested Billing Adjustment (RBA) is defined in Section 6.1 of the ISO New England Billing Policy.

Required Balance is an amount as defined in Section 5.3 of the Billing Policy.

Reseller is a MGTSA holder that sells, assigns or transfers its rights under its MGTSA, as described in Section II.45.1(a) of the OATT.

Reserve Adequacy Analysis is the analysis performed by the ISO to determine if adequate Resources are committed to meet forecasted load, Operating Reserve, and security constraint requirements for the current and next Operating Day.

Reserve Constraint Penalty Factors (RCPFs) are rates, in \$/MWh, that are used within the Real-Time dispatch and pricing algorithm to reflect the value of Operating Reserve shortages and are defined in Section III.2.7A(c) of Market Rule 1.

Reserve Zone is defined in Section III.2.7 of Market Rule 1.

Reserved Capacity is the maximum amount of capacity and energy that is committed to the Transmission Customer for transmission over the New England Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II.C or Schedule 18, 20 or 21 of the OATT, as applicable. Reserved Capacity shall be expressed in terms of whole kilowatts on a sixty-minute interval (commencing on the clock hour) basis, or, in the case of Reserved Capacity for Local Point-to-Point Service, in terms of whole megawatts on a sixty-minute interval basis.

Resource means a generating unit, a Dispatchable Asset Related Demand, an External Resource

or an External Transaction or, for Capacity Commitment Periods commencing on or after June 1, 2017, a Demand Response Resource.

Restated New England Power Pool Agreement (RNA) is the Second Restated New England Power Pool Agreement, which restated for a second time by an amendment dated as of August 16, 2004 the New England Power Pool Agreement dated September 1, 1971, as the same may be amended and restated from time to time, governing the relationship among the NEPOOL members.

Rest-of-Pool Capacity Zone is a single Capacity Zone made up of the adjacent Load Zones that are neither export-constrained nor import-constrained.

Rest of System is an area established under Section III.2.7(d) of Market Rule 1.

Retail Delivery Point is the point on the transmission or distribution system at which the load of an end-use facility, which is metered and assigned a unique account number by the Host Participant, is measured to determine the amount of energy delivered to the facility from the transmission and distribution system. If an end-use facility is connected to the transmission or distribution system at more than one location, the Retail Delivery Point shall consist of the metered load at each connection point, summed to measure the net energy delivered to the facility in each interval.

Returning Market Participant is a Market Participant, other than an FTR-Only Customer or a Governance Only Member, whose previous membership as a Market Participant was involuntarily terminated due to a Financial Assurance Default or a payment default and, since returning, has been a Market Participant for less than six consecutive months.

Revenue Requirement is defined in Section IV.A.2.1 of the Tariff.

Reviewable Action is defined in Section III.D.1.1 of Appendix D of Market Rule 1.

Reviewable Determination is defined in Section 12.4(a) of Attachment K to the OATT.

RSP Project List is defined in Section 1 of Attachment K to the OATT.

RTEP02 Upgrade(s) means a Transmission Upgrade that was included in the annual NEPOOL Transmission Plan (also known as the “Regional Transmission Expansion Plan” or “RTEP”) for the year 2002, as approved by ISO New England Inc.’s Board of Directors, or the functional equivalent of such Transmission Upgrade, as determined by ISO New England Inc. The RTEP02 Upgrades are listed in Schedule 12B of the OATT.

RTO is a regional transmission organization or comparable independent transmission organization that complies with Order No. 2000 and the Commission’s corresponding regulation.

Same Reserve Zone Export Transaction is defined in Section III.1.10.7(f)(iii) of Market Rule 1.

Sanctionable Behavior is defined in Section III.B.3 of Appendix B of Market Rule 1.

Schedule, Schedules, Schedule 1, 2, 3, 4 and 5 are references to the individual or collective schedules to Section IV.A. of the Tariff.

Schedule 20A Service Provider (SSP) is defined in Schedule 20A to Section II of this Tariff.

Scheduling Service, for purposes of Section IV.A and Section IV.B of the Tariff, is the service described in Schedule 1 to Section IV.A of the Tariff.

Scheduling, System Control and Dispatch Service, for purposes of Section II of the Tariff, is the form of Ancillary Service described in Schedule 1 of the OATT.

Seasonal Claimed Capability is the summer or winter claimed capability of a generating unit or ISO-approved combination of units, and represent the maximum dependable load carrying ability of such unit or units, excluding capacity required for station use.

Seasonal Claimed Capability Audit is the audit performed pursuant to Section III.1.5.1.3.

Seasonal DR Audit is a seasonal audit of the demand response capability of a Demand Resource initiated pursuant to Section III.13.6.1.5.4.1.

Seasonal Peak Demand Resource is a type of Demand Resource and shall mean installed measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that reduce the total amount of electrical energy consumed during Demand Resource Seasonal Peak Hours, while delivering a comparable or acceptable level of end-use service. Such measures include Energy Efficiency, Load Management, and Distributed Generation.

Section III.1.4 Transactions are defined in Section III.1.4.2 of Market Rule 1.

Section III.1.4 Conforming Transactions are defined in Section III.1.4.2 of Market Rule 1.

Security Agreement is Attachment 1 to the ISO New England Financial Assurance Policy.

Self-Schedule is the action of a Market Participant in committing or scheduling its Resource, in accordance with applicable ISO New England Manuals, to provide service in an hour, whether or not in the absence of that action the Resource would have been scheduled or dispatched by the ISO to provide the service. For a Generator Asset, Self-Schedule is the action of a Market Participant in committing or scheduling a Generator Asset to provide Energy in an hour at its Economic Minimum Limit, whether or not in the absence of that action the Generator Asset would have been scheduled or dispatched by the ISO to provide the Energy. For a Dispatchable Asset Related Demand, Self-Schedule is the action of a Market Participant in committing or scheduling a Dispatchable Asset Related Demand to consume Energy in an hour at its Minimum Consumption Limit, whether or not in the absence of that action the Dispatchable Asset Related Demand would have been scheduled or dispatched by the ISO to consume Energy. Demand Response Resources are not permitted to Self-Schedule.

Self-Scheduled MW is an amount, in megawatts, that is Self-Scheduled and is equal to: (i) a Generator Asset's Economic Minimum Limit; (ii) a Dispatchable Asset Related Demand's Minimum Consumption Limit; or (iii) for Regulation purposes with respect to a generating Resource for which the Regulation Self-Schedule flag is set for the hour and the unit was on Regulation for at least 20 minutes during the applicable hour of the Operating Day, the median value of all Regulation setpoints (Desired Dispatch Point) used by the Resource while regulating.

Self-Supplied FCA Resource is described in Section III.13.1.6 of Market Rule 1.

Senior Officer means an officer of the subject entity with the title of vice president (or similar office) or higher, or another officer designated in writing to the ISO by that office.

Service Agreement is a Transmission Service Agreement or an MPSA.

Service Commencement Date is the date service is to begin pursuant to the terms of an executed Service Agreement, or the date service begins in accordance with the sections of the OATT addressing the filing of unexecuted Service Agreements.

Services means, collectively, the Scheduling Service, EAS and RAS; individually, a Service.

Settlement Financial Assurance is an amount of financial assurance required from a Designated FTR Participant awarded a bid in an FTR Auction. This amount is calculated pursuant to Section VI.D of the ISO New England Financial Assurance Policy.

Settlement Only Resources are generators of less than 5 MW or otherwise eligible for Settlement Only Resource treatment as described in ISO New England Operating Procedure No. 14 and that have elected Settlement Only Resource treatment as described in the ISO New England Manual for Registration and Performance Auditing.

Shortage Event is defined in Section III.13.7.1.1.1 of Market Rule 1.

Shortage Event Availability Score is the average of the hourly availability scores for each hour or portion of an hour during a Shortage Event, as described in Section III.13.7.1.1.1.A of Market Rule 1.

Shortfall Funding Arrangement, as specified in Section 5.1 of the ISO New England Billing Policy, is a separate financing arrangement that can be used to make up any non-congestion related differences between amounts received on Invoices and amounts due for ISO Charges in any bill issued.

Short-Term is a period of less than one year.

Significantly Reduced Congestion Costs are defined in Section III.G.2.2 of Appendix G to Market Rule 1.

SMD Effective Date is March 1, 2003.

Solutions Study is described in Section 4.2(b) of Attachment K to the OATT.

Special Constraint Resource (SCR) is a Resource that provides Special Constraint Resource Service under Schedule 19 of the OATT.

Special Constraint Resource Service is the form of Ancillary Service described in Schedule 19 of the OATT.

Specified-Term Blackstart Capital Payment is the annual compensation level, as calculated pursuant to Section 5.1 of Schedule 16 of the OATT, for a Designated Blackstart Resource's capital Blackstart Equipment costs associated with the provision of Blackstart Service (except for capital costs associated with adhering to NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Standard Blackstart Capital Payment is the annual compensation level, as calculated pursuant to Section 5.1 of Schedule 16 of the OATT, for a Designated Blackstart Resource's capital Blackstart Equipment costs associated with the provision of Blackstart Service (except for capital costs associated with adhering to NERC Critical Infrastructure Protection Reliability Standards as part of Blackstart Service).

Start-of-Round Price is the highest price associated with a round of a Forward Capacity Auction as described in Section III.13.2.3.1 of Market Rule 1.

Start-Up Fee is the amount, in dollars, that must be paid for a generating unit to Market Participants with an Ownership Share in the unit each time the unit is scheduled in the New England Markets to start-up.

Start-Up Time is the time it takes the Generator Asset, after synchronizing to the system, to reach its Economic Minimum Limit and, for dispatchable Generator Assets, be ready for further dispatch by the ISO.

State Estimator means the computer model of power flows specified in Section III.2.3 of Market Rule 1.

Statements, for the purpose of the ISO New England Billing Policy, refer to both Invoices and Remittance Advices.

Static De-List Bid is a bid that may be submitted by an Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource in the Forward Capacity Auction to remove itself from the capacity market for a one year period, as described in Section III.13.1.2.3.1.1 of Market Rule 1.

Station is one or more Existing Generating Capacity Resources consisting of one or more assets located within a common property boundary.

Station Going Forward Common Costs are the net risk-adjusted going forward costs associated with a Station that are avoided only by (1) the clearing of the Static De-List Bids or the Permanent De-List Bids of all the Existing Generating Capacity Resources comprising the Station; or (2) the acceptance of a Non-Price Retirement Request of the Station, calculated in the same manner as the net-risk adjusted going forward costs of Existing Generating Capacity Resources as described in Section III.13.1.2.3.2.1.2.

Station-level Blackstart O&M Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Station-level Specified-Term Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Station-level Standard Blackstart Capital Payment is defined and calculated as specified in Section 5.1.2 of Schedule 16 to the OATT.

Successful FCA is a Forward Capacity Auction in which a Capacity Zone has neither Inadequate Supply nor Insufficient Competition.

Summer ARA Qualified Capacity is described in Section III.13.4.2.1.2.1.1.1 of Market Rule 1.

Summer Capability Period means one of two time periods defined by the ISO for the purposes of rating and auditing resources. The time period associated with the Summer Capability Period is the period of June 1 through September 30.

Summer Intermittent Reliability Hours are defined in Section III.13.1.2.2.1(c) of Market Rule 1.

Supplemental Availability Bilateral is described in Section III.13.5.3.2 of Market Rule 1.

Supplemental Capacity Resources are described in Section III.13.5.3.1 of Market Rule 1.

Supplemented Capacity Resource is described in Section III.13.5.3.2 of Market Rule 1.

Supply Offer is a proposal to furnish energy at a Node or Regulation from a Resource that meets the applicable requirements set forth in the ISO New England Manuals submitted to the ISO by a Market Participant with authority to submit a Supply Offer for the Resource. The Supply Offer will be submitted pursuant to Market Rule 1 and applicable ISO New England Manuals, and include a price and information with respect to the quantity proposed to be furnished, technical parameters for the Resource, timing and other matters. A Supply Offer is a subset of the information required in a Market Participant's Offer Data.

Supply Offer Block-Hours are Block-Hours assigned to the Lead Market Participant for each Supply Offer. Blocks of the Supply Offer in effect for each hour will be totaled to determine the quantity of Supply Offer Block-Hours for a given day. In the case that a Resource has a Real-Time unit status of "unavailable" for the entire day, that day will not contribute to the quantity of Supply Offer Block-Hours. However, if the Resource has at least one hour of the day with a unit status of "available," the entire day will contribute to the quantity of Supply Offer Block-Hours.

Synchronous Condenser is a generator that is synchronized to the grid but supplying no energy for the purpose of providing Operating Reserve or VAR or voltage support.

System Condition is a specified condition on the New England Transmission System or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm MTF or OTF Service on the MTF or the OTF using the curtailment priority pursuant to Section II.44 of the Tariff or Curtailment of Local Long-Term Firm Point-to-Point Transmission Service on the non-PTF using the curtailment priority pursuant to Schedule 21 of the Tariff. Such conditions must be identified in the Transmission Customer's Service Agreement.

System Impact Study is an assessment pursuant to Part II.B, II.C, II.G, Schedule 21, Schedule 22, Schedule 23, or Schedule 25 of the OATT of (i) the adequacy of the PTF or Non-PTF to accommodate a request for the interconnection of a new or materially changed generating unit or a new or materially changed interconnection to another Control Area or new Regional Network Service or new Local Service or an Elective Transmission Upgrade, and (ii) whether any additional costs may be required to be incurred in order to provide the interconnection or transmission service.

System Operator shall mean ISO New England Inc. or a successor organization.

System-Wide Capacity Demand Curve is the demand curve used in the Forward Capacity Market as specified in Section III.13.2.2.

TADO is the total amount due and owing (not including any amounts due under Section 14.1 of the RNA) at such time to the ISO, NEPOOL, the PTOs, the Market Participants and the Non-Market Participant Transmission Customers, by all PTOs, Market Participants and Non-Market Participant Transmission Customers.

Tangible Net Worth is the value, determined in accordance with international accounting standards or generally accepted accounting principles in the United States, of all of that entity's assets less the following: (i) assets the ISO reasonably believes to be restricted or potentially unavailable to settle a claim in the event of a default (e.g., regulatory assets, restricted assets, and Affiliate assets), net of any matching liabilities, to the extent that the result of that netting is a positive value; (ii) derivative assets, net of any matching liabilities, to the extent that the result of that netting is a positive value; (iii) the amount at which the liabilities of the entity would be shown on a balance sheet in accordance with international accounting standards or generally accepted accounting principles in the United States; (iv) preferred stock; (v) non-controlling interest; and (vi) all of that entity's intangible assets (e.g., patents, trademarks, franchises, intellectual property, goodwill and any other assets not having a physical existence), in each case as shown on the most recent financial statements provided by such entity to the ISO.

Technical Committee is defined in Section 8.2 of the Participants Agreement.

Ten-Minute Non-Spinning Reserve (TMNSR) is the reserve capability of (1) a generating Resource that can be converted fully into energy within ten minutes from the request of the ISO(2) a Dispatchable Asset Related Demand that can be fully utilized within ten minutes from the request of the ISO to reduce

consumption; or (3) a Demand Response Resource that can provide demand reduction within ten minutes from the request of the ISO.

Ten-Minute Non-Spinning Reserve Service is the form of Ancillary Service described in Schedule 6 of the OATT.

Ten-Minute Spinning Reserve (TMSR) is the reserve capability of (1) a generating Resource that is electrically synchronized to the New England Transmission System that can be converted fully into energy within ten minutes from the request of the ISO; (2) a Dispatchable Asset Related Demand pump that is electrically synchronized to the New England Transmission System that can reduce energy consumption to provide reserve capability within ten minutes from the request of the ISO; or (3) a Demand Response Resource that can provide demand reduction within ten minutes from the request of the ISO for which none of the associated Demand Response Assets have a generator whose output can be controlled located behind the Retail Delivery Point other than emergency generators that cannot operate electrically synchronized to the New England Transmission System.

Ten-Minute Spinning Reserve Service is the form of Ancillary Service described in Schedule 5 of the OATT.

Third-Party Sale is any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Regional Network Load or Local Network Load under the Regional Network Service or Local Network Service, as applicable.

Thirty-Minute Operating Reserve (TMOR) means the reserve capability of (1) a generating Resource that can be converted fully into energy within thirty minutes from the request of the ISO (2) a Dispatchable Asset Related Demand that can be fully utilized within thirty minutes from the request of the ISO to reduce consumption; or (3) a Demand Response Resource that can provide demand reduction within thirty minutes from the request of the ISO.

Thirty-Minute Operating Reserve Service is the form of Ancillary Service described in Schedule 7 of the OATT.

Through or Out Rate (TOUT Rate) is the rate per hour for Through or Out Service, as defined in Section II.25.2 of the OATT.

Through or Out Service (TOUT Service) means Point-To-Point Service over the PTF provided by the ISO with respect to a transaction that goes through the New England Control Area, as, for example, a single transaction where energy or capacity is transmitted into the New England Control Area from New Brunswick and subsequently out of the New England Control Area to New York, or a single transaction where energy or capacity is transmitted into the New England Control Area from New York through one point on the PTF and subsequently flows over the PTF prior to passing out of the New England Control Area to New York, or with respect to a transaction which originates at a point on the PTF and flows over the PTF prior to passing out of the New England Control Area, as, for example, from Boston to New York.

Tie-Line Asset is a physical transmission tie-line, or an inter-state or intra-state border arrangement created according to the ISO New England Manuals and registered in accordance with the Asset Registration Process.

Time-on-Regulation Credit is the credit associated with provision of Time-on-Regulation Megawatts and is calculated in accordance with Section III.3.2.2(b) of Market Rule 1.

Time-on-Regulation Megawatts is the amount of Regulation capability provided during one hour calculated in accordance with Section III.3.2.2(g) of Market Rule 1.

Total Available Amount is the sum of the available amount of the Shortfall Funding Arrangement and the balance in the Payment Default Shortfall Fund.

Total Blackstart Capital Payment is the annual compensation calculated under either Section 5.1 or Section 5.2 of Schedule 16 of the OATT, as applicable.

Total Blackstart O&M Payment is the annual compensation calculated under either Section 5.1 or 5.2 of Schedule 16 of the OATT, as applicable.

Total Blackstart Service Payments is monthly compensation to Blackstart Owners or Market Participants, as applicable, and as calculated pursuant to Section 5.6 of Schedule 16 to the OATT.

Total Negative Hourly Demand Response Resource Deviation means the absolute value of the sum of the negative Hourly Real-Time Demand Response Resource Deviations and negative Hourly Real-Time Emergency Generation Deviations from all Real-Time Demand Response Resources and Real-Time Emergency Generation Resources receiving Dispatch Instructions in the same hour in the same Dispatch Zone.

Total Positive Hourly Demand Response Resource Deviation means the sum of the positive Hourly Real-Time Demand Response Resource Deviations and positive Hourly Real-Time Emergency Generation Deviations from all Real-Time Demand Response Resources and Real-Time Emergency Generation Resources receiving Dispatch Instructions in the same hour in the same Dispatch Zone.

Total System Capacity is the aggregate capacity supply curve for the New England Control Area as determined in accordance with Section III.13.2.3.3 of Market Rule 1.

Transaction Unit (TU) is a type of billing determinant under Schedule 2 of Section IV.A of the Tariff used to assess charges to Customers.

Transition Period: The six-year period commencing on March 1, 1997.

Transmission Charges, for the purposes of the ISO New England Financial Assurance Policy and the ISO New England Billing Policy, are all charges and payments under Schedules 1, 8 and 9 of the OATT.

Transmission Congestion Credit means the allocated share of total Transmission Congestion Revenue credited to each holder of Financial Transmission Rights, calculated and allocated as specified in Section III.5.2 of Market Rule 1.

Transmission Congestion Revenue is defined in Section III.5.2.5(a) of Market Rule 1.

Transmission Credit Limit is a credit limit, not to be used to meet FTR Requirements, established for each Market Participant in accordance with Section II.D and each Non-Market Participant Transmission Customer in accordance with Section V.B.2 of the ISO New England Financial Assurance Policy.

Transmission Credit Test Percentage is calculated in accordance with Section III.B.1(c) of the ISO New England Financial Assurance Policy.

Transmission Customer is any Eligible Customer that (i) executes, on its own behalf or through its Designated Agent, an MPSA or TSA, or (ii) requests in writing, on its own behalf or through its Designated Agent, that the ISO, the Transmission Owner, or the Schedule 20A Service Provider, as applicable, file with the Commission, a proposed unexecuted MPSA or TSA containing terms and conditions deemed appropriate by the ISO (in consultation with the applicable PTO, OTO or Schedule 20A Service Provider) in order that the Eligible Customer may receive transmission service under Section II of this Tariff. A Transmission Customer under Section II of this Tariff includes a Market Participant or a Non-Market Participant taking Regional Network Service, Through or Out Service, MTF Service, OTF Service, Ancillary Services, or Local Service.

Transmission Default Amount is all or any part of any amount of Transmission Charges due to be paid by any Covered Entity that the ISO, in its reasonable opinion, believes will not or has not been paid when due.

Transmission Default Period is defined in Section 3.4.f of the ISO New England Billing Policy.

Transmission Late Payment Account is defined in Section 4.2 of the ISO New England Billing Policy.

Transmission Late Payment Account Limit is defined in Section 4.2 of the ISO New England Billing Policy.

Transmission Late Payment Charge is defined in Section 4.1 of the ISO New England Billing Policy.

Transmission, Markets and Services Tariff (Tariff) is the ISO New England Inc. Transmission, Markets and Services Tariff, as amended from time to time.

Transmission Obligations are determined in accordance with Section III.A(vi) of the ISO New England Financial Assurance Policy.

Transmission Operating Agreement (TOA) is the Transmission Operating Agreement between and among the ISO and the PTOs, as amended and restated from time to time.

Transmission Owner means a PTO, MTO or OTO.

Transmission Provider is the ISO for Regional Network Service and Through or Out Service as provided under Section II.B and II.C of the OATT; Cross-Sound Cable, LLC for Merchant Transmission Service as provided under Schedule 18 of the OATT; the Schedule 20A Service Providers for Phase I/II HVDC-TF Service as provided under Schedule 20A of the OATT; and the Participating Transmission Owners for Local Service as provided under Schedule 21 of the OATT.

Transmission Requirements are determined in accordance with Section III.A(iii) of the ISO New England Financial Assurance Policy.

Transmission Security Analysis Requirement shall be determined pursuant to Section III.12.2.1.2.

Transmission Service Agreement (TSA) is the initial agreement and any amendments or supplements thereto: (A) in the form specified in either Attachment A or B to the OATT, entered into by the Transmission Customer and the ISO for Regional Network Service or Through or Out Service; (B) entered into by the Transmission Customer with the ISO and PTO in the form specified in Attachment A to Schedule 21 of the OATT; (C) entered into by the Transmission Customer with an OTO or Schedule 20A Service Provider in the appropriate form specified under Schedule 20 of the OATT; or (D) entered into by the Transmission Customer with a MTO in the appropriate form specified under Schedule 18 of the OATT. A Transmission Service Agreement shall be required for Local Service, MTF Service and OTF Service, and shall be required for Regional Network Service and Through or Out Service if the Transmission Customer has not executed a MPSA.

Transmission Upgrade(s) means an upgrade, modification or addition to the PTF that becomes subject to the terms and conditions of the OATT governing rates and service on the PTF on or after January 1, 2004. This categorization and cost allocation of Transmission Upgrades shall be as provided for in Schedule 12 of the OATT.

UDS is unit dispatch system software.

Unconstrained Export Transaction is defined in Section III.1.10.7(f)(iv) of Market Rule 1.

Uncovered Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Uncovered Transmission Default Amounts are defined in Section 3.4.f of the ISO New England Billing Policy.

Unrated means a Market Participant that is not a Rated Market Participant.

Unsecured Covered Entity is, collectively, an Unsecured Municipal Market Participant and an Unsecured Non-Municipal Covered Entity.

Unsecured Municipal Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Unsecured Municipal Market Participant is defined in Section 3.3(h) of the ISO New England Billing Policy.

Unsecured Municipal Transmission Default Amount is defined in Section 3.4.f of the ISO New England Billing Policy.

Unsecured Non-Municipal Covered Entity is a Covered Entity that is not a Municipal Market Participant or a Non-Market Participant Transmission Customer and has a Market Credit Limit or Transmission Credit Limit of greater than \$0 under the ISO New England Financial Assurance Policy.

Unsecured Non-Municipal Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Unsecured Non-Municipal Transmission Default Amount is defined in Section 3.3(i) of the ISO New England Billing Policy.

Unsecured Transmission Default Amounts are, collectively, the Unsecured Municipal Transmission Default Amount and the Unsecured Non-Municipal Transmission Default Amount.

Updated Measurement and Verification Plan is an optional Measurement and Verification Plan that may be submitted as part of a subsequent qualification process for a Forward Capacity Auction prior to

the beginning of the Capacity Commitment Period of the Demand Resource project. The Updated Measurement and Verification Plan may include updated Demand Resource project specifications, measurement and verification protocols, and performance data as described in Section III.13.1.4.3.1.2 of Market Rule 1 and the ISO New England Manuals.

VAR CC Rate is the CC rate paid to Qualified Reactive Resources for VAR Service capability under Section IV.A of Schedule 2 of the OATT.

VAR Payment is the payment made to Qualified Reactive Resources for VAR Service capability under Section IV.A of Schedule 2 of the OATT.

VAR Service is the provision of reactive power voltage support to the New England Transmission System by a Qualified Reactive Resource or by other generators that are dispatched by the ISO to provide dynamic reactive power as described in Schedule 2 of the OATT.

Virtual Requirements are determined in accordance with Section III.A(iv) of the ISO New England Financial Assurance Policy.

Volt Ampere Reactive (VAR) is a measurement of reactive power.

Volumetric Measure (VM) is a type of billing determinant under Schedule 2 of Section IV.A of the Tariff used to assess charges to Customers under Section IV.A of the Tariff.

Winter ARA Qualified Capacity is described in Section III.13.4.2.1.2.1.1.2 of Market Rule 1.

Winter Capability Period means one of two time periods defined by the ISO for the purposes of rating and auditing resources. The time period associated with the Winter Capability Period is the period October 1 through May 31.

Winter Intermittent Reliability Hours are defined in Section III.13.1.2.2.2.2(c) of Market Rule 1.

Year means a period of 365 or 366 days, whichever is appropriate, commencing on, or on the anniversary of March 1, 1997. Year One is the Year commencing on March 1, 1997, and Years Two and higher follow it in sequence.

Zonal Price is calculated in accordance with Section III.2.7 of Market Rule 1.

II.34 Study Procedures For Through or Out Service Requests

II.34.1 Notice of Need for System Impact Study: After receiving a request for Through or Out Service (a “Study Request”), the ISO will review the effect of the proposed service on the reliability requirements to meet existing and pending obligations of the Transmission Customers, and the obligations of any affected Transmission Owner(s) whose facilities will be impacted by the proposed service and determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the methodology for completing a System Impact Study is provided in Attachment D. After receiving a Request, the ISO will within thirty (30) days of receipt of a Study Request, tender a System Impact Study agreement in the form of Attachment I to this OATT, or in any other form that is mutually agreed to, pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected Transmission Owners for performing or participating in the required System Impact Study. Before a Study Request is evaluated, the Eligible Customer shall execute the System Impact Study agreement and return it to the ISO within fifteen (15) days. If the Eligible Customer elects not to execute a System Impact Study agreement, its request shall be deemed withdrawn and its deposit (less the reasonable administrative costs incurred by the ISO and any affected Transmission Owner(s) in connection with the Application), will be returned with Interest.

II.34.2 System Impact Study Agreement and Cost Reimbursement:

- (i) The System Impact Study agreement shall clearly specify the ISO’s estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. The System Impact Study will rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer shall not be assessed a charge for such existing studies; however, the Eligible Customer shall be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer’s request for service on the PTF and indirectly affected MTF or OTF.
- (ii) If in response to multiple Eligible Customers requesting a similar study in relation to the same competitive solicitation, a single System Impact Study is sufficient to accommodate

the requests, the costs of that study will be equitably prorated among the Eligible Customers.

- (iii) For System Impact Studies conducted on behalf of a Transmission Owner, the Transmission Owner will record the cost of the System Impact Studies pursuant to Section II.8.5 to this OATT.

II.34.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study agreement, the ISO and any affected Transmission Owners will use due diligence to complete the required System Impact Study within a sixty-day period. The System Impact Study shall identify the need for additional Direct Assignment Facilities or facility additions or upgrades required to comply with the Eligible Customer's request. In the event that the required System Impact Study cannot be completed within such time period, the ISO will so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required study and an estimate of any increase in cost which will result from the delay. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The ISO will use the same due diligence in completing the System Impact Study for an Eligible Customer that is not a Market Participant as it uses when completing studies for an Eligible Customer that is a Market Participant. The ISO will notify the Eligible Customer immediately upon completion of the System Impact Study.

II.34.4 Facilities Study Procedures: After a System Impact Study indicates that additions or upgrades to the PTF or indirectly affected MTF or OTF are needed to accommodate the Eligible Customer's Request, the ISO, within thirty (30) days of the completion of the System Impact Study, will tender to the Eligible Customer a Facilities Study agreement in the form of Attachment J to this OATT, or in any other form that is mutually agreed to, which is to be entered into by the Eligible Customer and the ISO and, if deemed necessary by the ISO, by one or more PTO(s) and pursuant to which the Eligible Customer shall agree to reimburse the ISO and any affected PTO(s) or other entity designated by the ISO for performing any required Facilities Study. If the Eligible Customer wants the ISO to undertake the Facilities Study, the Eligible Customer shall execute the Facilities Study agreement and return it to the ISO within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study agreement, its Study Request shall be deemed withdrawn and its deposit, if any (less the reasonable administrative costs incurred by the ISO and any affected entity in connection with the Application), will be returned with Interest. Upon receipt of an executed Facilities Study agreement, the ISO and any affected PTO(s) or other designated

entity will use due diligence to cause the required Facilities Study to be completed within a sixty-day period. If a Facilities Study cannot be completed in the allotted time period, the ISO will notify the Eligible Customer and provide an estimate of the time needed to reach a final determination and any resulting increase in the cost, along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study shall include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, or (ii) the Eligible Customer's appropriate share of the cost of any required upgrades, modifications or additions to the PTF, and (iii) the time required to complete such construction. The Eligible Customer shall provide a letter of credit or other reasonable form of security acceptable to the affected Transmission Owner(s) or other entities that will be responsible for the construction of the new facilities or upgrades equivalent to the costs of the new facilities or upgrades and consistent with relevant commercial practices, as established by the Uniform Commercial Code.

In addition to the foregoing, each Facilities Study shall, if requested by the Transmission Customer, contain a non-binding estimate from the ISO of the Incremental ARR, if any, resulting from the construction of the new facilities. After completion of the transmission upgrade or expansion, the ISO shall determine the Incremental ARR, if any, resulting from the upgrade or expansion. The Transmission Customer shall be responsible for the cost of any study required to determine the Incremental ARR.

II.34.5 Facilities Study Modifications: Any change in design arising from inability to site or construct proposed facilities will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the affected Transmission Owners or other entities that are responsible for the construction of the new facilities or upgrades and that significantly affect the final cost of the new facilities or upgrades to be charged to the Eligible Customer pursuant to the provisions of this OATT.

II.34.6 Due Diligence in Completing New Facilities: The ISO will use due diligence to designate PTOs or other entities to add necessary facilities or upgrade the PTF, MTF or OTF within a reasonable time. A PTO or other entity will have no obligation to upgrade its existing or planned transmission system if doing so would impair system reliability or otherwise impair or degrade existing firm service. Nothing in this OATT shall be deemed to create an obligation to build upgrades that an entity does not otherwise have by contract, law or regulation.

II.34.7 Expedited Procedures for New Facilities: In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the ISO to tender at one time, together with the results of required studies, an “Expedited Study Request” pursuant to which the Eligible Customer would agree to pay for all costs incurred pursuant to the terms of this OATT. In order to exercise this option, the Eligible Customer shall request in writing an Expedited Study Request covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying the need for facility additions or upgrades and costs to be incurred in providing the requested service. While the ISO, on behalf of the PTO(s) or other entities that will be responsible for constructing the new facilities or upgrades, agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer shall agree in writing to pay for all costs incurred pursuant to the provisions of this OATT. The Eligible Customer shall execute and return such an Expedited Study Request within fifteen (15) days of its receipt or the Eligible Customer’s request for service will cease to be a Completed Application and will be deemed terminated and withdrawn.

II.34.8 Penalties for Failure to Meet Study Deadlines: Sections 34.3 and 34.4 require the ISO to use due diligence to meet 60-day study completion deadlines for System Impact Studies and Facilities Studies.

- (i) The ISO is required to file a notice with the Commission in the event that more than twenty (20) percent of System Impact Studies and Facilities Studies completed by the ISO in any two consecutive calendar quarters are not completed within the 60-day study completion deadlines. Such notice must be filed within thirty (30) days of the end of the calendar quarter triggering the notice requirement.
- (ii) For the purposes of calculating the percent of System Impact Studies and Facilities Studies processed outside of the 60-day study completion deadlines, the ISO shall consider all System Impact Studies and Facilities Studies that it completes during the calendar quarter. The percentage should be calculated by dividing the number of those studies which are completed on time by the total number of completed studies. The ISO may provide an explanation in its notification filing to the Commission if it believes there are extenuating circumstances that prevented it from meeting the 60-day study completion deadlines.

- (iii) The ISO is subject to an operational penalty if it completes ten (10) percent or more of System Impact Studies and Facilities Studies outside of the 60-day study completion deadlines for each of the two calendar quarters immediately following the quarter that triggered its notification filing to the Commission. The operational penalty will be assessed for each calendar quarter for which an operational penalty applies, starting with the calendar quarter immediately following the quarter that triggered the ISO's notification filing to the Commission. The operational penalty will continue to be assessed each quarter until the ISO completes at least ninety (90) percent of all System Impact Studies and Facilities Studies within the 60-day deadline.
- (iv) For penalties assessed in accordance with subsection (iii) above, the penalty amount for each System Impact Study or Facilities Study shall be equal to \$500 for each day the ISO takes to complete that study beyond the 60-day deadline.

II.46 General

Additions to or modifications of the PTF may be required or permitted under this OATT, and be subject to related rights, obligations and procedures, in any of the following circumstances:

- (a) An addition or modification may be required under Part II.B or Part II.C of the OATT in order to meet a new request for Regional Network Service or Through or Out Service. Where such an addition or modification is to be effected, the rights and obligations of the ISO, the PTOs and Transmission Customers shall be determined in accordance with the applicable provisions of Parts II.B and II.C of this OATT.
- (b) An addition or modification may be required to permit the interconnection of a new or modified generating unit or the interconnection of an Elective Transmission Upgrade. Where such an addition or modification is to be effected, the rights and obligations of the ISO, the PTOs, and the Generator Owner or applicant for an Elective Transmission Upgrade, shall be determined in accordance with Section II.47 of this OATT and Schedules 11, 12, 22, 23, and 25 to this OATT.
- (c) A Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade or NEMA Upgrade may be required or proposed pursuant to a Regional System Plan. Where a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade or NEMA

Upgrade is to be effected, the rights and obligations of the ISO, the PTOs and Transmission Customers shall be determined in accordance with Schedule 12 of this OATT.

- (d) Consistent with reliability and safety standards, Transmission Owners, and operators of affected Local Control Centers in New England Control Area and the ISO will coordinate scheduled generation and transmission facility outages so as to minimize, to the extent practicable, Congestion Costs and Local Second Contingency Protection Resource NCP Charges (as calculated pursuant to Market Rule 1) in accordance with the TOA, MTOA and applicable ISO New England Operating Procedures. The ISO shall provide Transmission Owners and the operators of the affected Local Control Centers with such information as is necessary to enable them to perform this function. Any information provided to Transmission Owners and the operators of the affected Local Control Centers pursuant to this provision will be subject to all the applicable requirements of the Commission's Order 889.

These provisions for PTF additions and modifications are not intended to be exclusive.

Nothing in this OATT is intended to preclude any entity from identifying and constructing Elective Transmission Upgrades on a merchant or other basis, so long as it obtains all required legal rights and approvals and satisfies applicable ISO and affected Transmission Owner requirements relating to such facilities.

An addition or modification under the TOA which constitutes PTF under the OATT shall become part of the PTF and shall be fully subject to this OATT, whether or not all or any part of the costs of the addition or modification are included in Pool Supported PTF costs. The transmission priorities, if any, with respect to the use of the addition or modification as among the owner and supporters of the addition or modification and other Transmission Customers shall be determined under Parts II.A to II.D, inclusive, of this OATT.

To the extent that a Generator Owner is responsible for the costs of a Generator Interconnection Related Upgrade or Elective Transmission Upgrade, or an entity other than a Generator Owner is responsible for costs of any other system upgrade, the Generator Owner or entity which supports part or all of the costs of the addition or modification shall be entitled to a share of any associated Incremental ARR equivalent to the share of the total costs of such upgrade which it supports, as assigned and allocated in accordance with Appendix C of Market Rule 1. Any incremental FTRs resulting from Generator Interconnection

Related Upgrades or other upgrades shall be auctioned along with other FTRs in accordance with Section 7 of Market Rule 1.

If issues of cost allocation arise with respect to the recovery of any of the costs provided for in this Part II.G of this OATT, or in Schedules 11 or 12 to this OATT, such issues shall be subject to determination by the Commission in the appropriate proceeding.

II.47 Interconnection Procedures and Requirements

II.47.1 Interconnection of Generating Unit Under the Capacity Capability Interconnection

Standard or the Network Capability Interconnection Standard: Any Generator Owner that proposes after the Compliance Effective Date (i) to place in service in the New England Control Area a new generating unit at a site which the Generator Owner owns or controls, or which it has the right to acquire or control, or (ii) to materially change and/or increase the capacity of an existing generating unit located in the New England Control Area shall comply with and be subject to the ISO New England Operating Documents, including, but not limited to, the Interconnection Procedures contained in Schedules 22 and 23 of this OATT and shall enter into an Interconnection Agreement in the form provided in Appendix 6 to Schedule 22 or Exhibit 1 to Schedule 23 of this OATT. The ISO shall have authority to administer the Interconnection Procedures and shall be a party to the Interconnection Agreement along with the Interconnection Customer and the Interconnecting Transmission Owner (as such terms are defined in Schedules 22 and 23 of this OATT).

II.47.2 Generator Interconnection Proposal Review: The Generator Owner shall submit its proposal for review in accordance with Section I.3.9 of the Transmission, Markets and Services Tariff and related ISO New England Operating Documents and thereafter take any action required pursuant to Section I.3.10 of the Transmission, Markets and Services Tariff as a result of such review.

II.47.3 Generator Right to Interconnection: Upon the satisfaction of the obligations described in Sections II.47.1 and II.47.2, and subject to all necessary legal rights and approvals being obtained, the Generator Owner's unit shall have the right to be interconnected with the PTF or Non-PTF.

II.47.4 Compliance with Schedule 11: A Generator Owner proposing the interconnection of a new or materially changed generating unit shall be responsible for the costs of any required Generator Interconnection Related Upgrades that do not constitute costs of Pool Supported PTF in accordance with

Schedule 11 of this OATT, and shall comply with the affected PTO's requirements with respect to security, credit assurances and/or deposits in accordance with Schedule 11 of this OATT.

With respect to upgrades required to meet the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard, and consistent with reliability and safety standards, PTOs (in accordance with the TOA and applicable ISO New England Operating Documents), MTOs (in accordance with a MTOA and applicable ISO New England Operating Documents), OTOs (in accordance with an OTOA and applicable ISO New England Operation Documents), the interconnecting Generator Owner and the ISO shall jointly use their best reasonable efforts to develop Congestion Cost and Local Second Contingency Protection Resource NCPC Charge estimates and construction schedules designed to minimize, to the extent practicable, the financial impact of the upgrade-related transmission outages on all affected parties. The development of the aforementioned construction schedule shall include consultation with any affected existing Generator Owner. To the extent it is possible to implement a procedure that facilitates the ability of interconnecting Generator Owners and Interconnecting Transmission Owners and any affected PTO(s) to minimize, to the extent reasonably practicable, the associated Local Second Contingency Protection Resource NCPC Charge and Congestion Cost exposure prior to implementation of SMD, the parties agree to continue the use of the procedure after the implementation of SMD to the extent that such procedures are consistent with SMD. There shall be no payment under this OATT of lost opportunity costs to Generator Owners for generating units that are dispatched down or dispatched off. In connection with the consultation required by this paragraph, the affected parties shall, as necessary, enter into nondisclosure agreements protecting commercially sensitive information from unlimited disclosure in order to facilitate the development of construction schedules designed to minimize the financial impact on the affected parties.

Where requests received by the ISO are for interconnection to the MTF or OTF, the responsibilities under Section II.47.1 of the Tariff will be solely within the MTO's or OTO's discretion. If the MTO or OTO acts to interconnect transmission facilities to its MTF or OTF, it will consult and coordinate with the ISO prior to completion of any system impact studies and facilities studies in connection with such interconnection requests. Likewise, the ISO will consult with the MTO or OTO on any proposed interconnection requests that may adversely affect the MTF or OTF. Nothing in this Tariff shall preclude the ISO from entering into an agreement(s) with the MTO or OTO for such MTO or OTO, pursuant to the ISO's supervision, to perform system impact studies and facilities studies in connection with any interconnection requests. All interconnections to MTF or OTF must conform to the pro forma interconnection rules and procedures on file with the Commission for the ISO. Nothing in this Tariff shall

preclude the performance of studies related to the interconnection of generating units by a third party consultant to the extent permitted by applicable procedures in this OATT (including procedures governing the treatment of confidential information) and provided that such studies performed by any third party consultant must include the MTO's or OTO's reasonable estimates of the costs of upgrades to such MTO's MTF or OTO's OTF needed to implement the conclusions of such studies and the MTO's or OTO's reasonable anticipated schedule for the construction of such upgrades.

II.47.5 Interconnection of Elective Transmission Upgrades: Any entity may undertake the design, construction and interconnection of an Elective Transmission Upgrade ("Elective Transmission Upgrade Interconnection Customer"). In undertaking the design, construction and interconnection of an Elective Transmission Upgrade, the Elective Transmission Upgrade Interconnection Customer shall comply with and be subject to the ISO New England Operating Documents, including, but not limited to, the Interconnection Procedures contained in Schedule 25 of this OATT and shall enter into an Interconnection Agreement in the form provided in Appendix 6 to Schedule 25 of this OATT. The ISO shall have authority to administer the Interconnection Procedures and shall be a party to the Interconnection Agreement along with the Interconnection Customer and the Interconnecting Transmission Owner (as such terms are defined in Schedule 25 of this OATT).

The Elective Transmission Upgrade Interconnection Customer shall submit its proposal for review in accordance with Section I.3.9 of the Transmission, Markets and Services Tariff and related ISO New England Operating Documents and thereafter take any action required pursuant to Section I.3.10 of the Transmission, Markets and Services Tariff as a result of such review.

Upon satisfaction of the obligations described in this Section II.47.5 and Schedule 25 of this OATT, and subject to all necessary legal rights and approvals being obtained, and upon satisfaction of any conditions placed on the Elective Transmission Upgrade Interconnection Customer pursuant to Sections I.3.9 and I.3.10 of the Transmission, Markets and Services Tariff, the Elective Transmission Upgrade shall have the right to be interconnected with the PTF or Non-PTF.

Any entity that constructs and/or maintains the Elective Transmission Upgrade shall be responsible for 100% of all of the costs of said upgrade and of any additions to or modifications of the PTF and Non-PTF that are required to accommodate the Elective Transmission Upgrade. A request for rate treatment of an Elective Transmission Upgrade, if any, shall be determined by the Commission in the appropriate proceeding.

SCHEDULE 11
GENERATOR INTERCONNECTION RELATED UPGRADE COSTS

(1) Classification of Generating Projects. The treatment for purposes of this OATT of the Generator Interconnection Related Upgrade costs with respect to the facilities needed for the interconnection of a particular new or modified generating unit project in accordance with Section II.47 of this OATT depends on whether the project is a Category A Project, a Category B Project or a Category C Project, as follows:

- (a) A Category A Project is one whose Generator Owner committed to pay for upgrade costs on or after October 1, 1998 and prior to October 29, 1998 and has filed a petition with the Commission requesting that the costs associated with the interconnection of its generation project be determined in accordance with Schedule 11 of this OATT, as evidenced either by the filing of an executed Transmission Service Agreement or by the filing of an unexecuted Transmission Service Agreement.

- (b) A Category B Project is any one whose Generator Owner committed to pay for upgrade costs on or after October 29, 1998 and prior to June 22, 1999, as evidenced either by the filing of an executed Transmission Service Agreement or by the filing of an unexecuted Transmission Service Agreement. To the extent not otherwise covered by the preceding sentence, a Category B Project includes any one (other than a Category A Project) on which the Generator Owner had expended at least \$5,000,000, including amounts due under irrevocable commitments, as of June 22, 1999. Category B Projects are those projects listed as Category A Projects in Section 1(a) of this Schedule 11, but no longer qualify as Category A Projects, that had expended at least \$5,000,000 (including amounts due under irrevocable commitments) as of June 22, 1999, as reasonably determined by the ISO, as well as the following projects:

Sithe, Mystic Station Expansion

Sithe Edgar Station Expansion, Fore River

Sithe, West Medway

PG&E, Generating Lake Road Generating

PDC, Milford Power

PDC, Meriden Power
Reliant Energy, Hope Rhode Island
IDC FPL, Bellingham
Constellation, Merrimack (Nickel Hill) Energy Project
SEI, Canal Re-powering
ANP, Bellingham
ANP, Blackstone
Cabot, Island End
Calpine, Westbrook Power
HQ, Bucksport
AES, Londonderry
ConEd, Newington
Mirant, Kendall Repowering Project

- (c) A Category C Project is any project which is not a Category A Project or a Category B Project.
- (2) Direct Interconnection Transmission Costs. Direct Interconnection Transmission Costs shall mean the cost of facilities constructed for sole use of the Generator Owner that are not PTF. One hundred percent of Direct Interconnection Transmission Costs shall be the responsibility of the Generator Owner whether the Generator Owner's project is a Category A Project, a Category B Project or a Category C Project.
- (3) Treatment of Category A Project Transmission Costs. The allocation of costs of Generator Interconnection Related Upgrades for Category A Projects will be determined as follows:
- (d) One-half of the Shared Amount (as defined below) of the capital cost of the PTF upgrade shall constitute Pool Supported PTF and be included in Annual Transmission Revenue Requirements under Attachment F to this OATT. The Generator Owner shall be obligated to pay, in addition to the Direct Interconnection Transmission Costs, the other half of the Shared Amount of the capital cost of the PTF upgrade and all of the capital costs in excess of the Shared Amount, and any applicable tax gross-up amounts, and such amounts to be paid by the Generator Owner shall not be included in Annual Transmission Revenue Requirements under Attachment F to this OATT. Following completion of the

construction or modification of the Generator Interconnection Related Upgrade, the Generator Owner shall be obligated to pay its pro rata share of all of the annual costs (including cost of capital, federal and state income taxes, O&M and A&G expenses, annual property taxes and other related costs) which are allocable to such upgrade, pursuant to the interconnection agreement with the individual PTO or its designee which is responsible for the construction or modification, and such agreement may be filed with the Commission by the PTO, either signed or unsigned, on its own or at the request of the Generator Owner.

- (e) In determining the cost responsibilities related to a Generator Interconnection Related Upgrade to PTF, the ISO may determine that all or a portion of the proposed facilities exceed regional system, regulatory or other public requirements. In such a case, the ISO shall determine the amount of the excess costs of the Generator Interconnection Related Upgrade which shall be borne by the entity which is responsible for requiring such excess costs, and the excess costs shall not be included in the calculation of the Shared Amount.
- (f) The Shared Amount of the capital cost of the Generator Interconnection Related Upgrade of PTF shall be initially determined as of the time that the System Impact Study agreement is executed by all parties and the Generator Owner has paid the cost of the study (such initial determination to be based on the estimated cost of the Generator Interconnection Related Upgrade, subject to later adjustment as set forth below) subject to truing up the KW element of the following formula upon completion of the Generator Interconnection Upgrade, and shall be the lesser of (1) the full actual capital cost of the Generator Interconnection Related Upgrade of PTF (excluding any costs which are determined to be excess costs in accordance with paragraph (b) above) or (2) the amount determined in accordance with the following formula:

$$P = (KW \times R \times 0.50) / C$$

in which:

P is the maximum amount to be shared;

KW in the case of a generating unit, is the actual demonstrated net capability of the new generating unit or increase in the capacity of an existing generating unit corrected to 50°F in kilowatts. If winter operating conditions are shown in the System Impact Study and/or application under Section 3.9 of Section I of the Transmission, Markets and Services Tariff to require additional transmission reinforcements beyond those reinforcements required for summer operating conditions, the net capability of the unit will be corrected to an ambient air temperature of 0°F;

R is the Pool PTF Rate in effect on the Compliance Effective Date, which is \$15.57 per kilowatt year, adjusted to reflect compliance with the April 5, 1999 Settlement Agreement, approved by the Commission by order dated July 30, 1999 in Docket Nos. OA97-237-000, et al.; and

C is the weighted average carrying charge factor of all of the PTOs which own PTF, determined, as of the Compliance Effective Date, in accordance with Attachment F to the OATT, which is 15.87 percent, adjusted to reflect compliance with the April 5, 1999 Settlement Agreement, approved by the Commission by order dated July 30, 1999 in Docket Nos. OA97-237-000, et al.

(g) All payments required hereunder shall be determined initially on an estimated basis, and then adjusted after the appropriate portion of the construction or modification costs has been reflected in OATT rates in the first adjustment of OATT rates after the upgrade has been placed in commercial operation.

(h) The provisions in this Section (3) with respect to allocation of costs for Generator Interconnection Related Upgrades of PTF for Category A projects are subject to further clarifications and/or modifications to reflect the outcome of proceedings in Commission Docket Nos. ER98-3853 (including any court appeals) and EL00-62-000, et al., and further Commission orders with respect thereto.

(4) Treatment of Category B Project Transmission Costs. The costs of Generator Interconnection Related Upgrades in connection with a Category B Project shall be allocated in the same way as Generator Interconnection Related Upgrades for Category A projects.

- (5) Treatment of Category C Project Transmission Costs. If a Generator Interconnection Related Upgrade is required in order to satisfy the Capacity Capability Interconnection Standard or the Network Capability Interconnection Standard (or its predecessor standard) in connection with a Category C Project, the Generator Owner shall be obligated to pay all of the cost of such upgrade, including all Direct Interconnection Transmission Costs and any applicable tax gross-up amounts, to the extent such costs would not have been incurred but for the interconnection; provided that, if the ISO determines that a particular Generator Interconnection Related Upgrade provides benefits to the system as a whole as well as to particular parties, then the cost of such Upgrade shall be allocated in the same way as Reliability Transmission Upgrades. Following completion of the construction or modification, the Generator Owner shall be obligated to pay all of the annual costs (including federal and state income taxes, O&M and A&G expenses, annual property taxes and other related costs) which are allocable to the Generator Interconnection Related Upgrade, pursuant to the interconnection agreement (or support agreement) with the individual PTO or its designee which is responsible for the construction or modification, and such agreement may be filed with the Commission by the PTO, either signed or unsigned, on its own or at the request of the Generator Owner.
- (6) Treatment of Elective Transmission Upgrades for Generating Units. If a Generator Owner has requested an Elective Transmission Upgrade pursuant to Section II.47 of this OATT in connection with a new or materially changed generation unit, the Generator Owner shall be subject to the cost, credit assurance and contract obligations set forth in Section II.47 of this OATT and Schedule 12 to this OATT for Elective Transmission Upgrades.
- (7) Contract and Credit Requirements. If a Generator Interconnection Related Upgrade is required, the Generator Owner requesting such upgrade, at the request of the PTO or its designee responsible for effecting the construction or modification, shall be obligated to pay to the PTO or its designee responsible for effecting the Generator Interconnection Related Upgrade an amount equal to its share of the estimated cost of the construction at one time or in monthly or other periodic installments, including, without limitation, all costs associated with acquiring land, rights of way easements, purchasing equipment and materials, installing, constructing, interconnecting, and testing the facilities; O&M and engineering costs; all related overheads; and any and all associated taxes and government fees. In addition to, or in lieu of said payment, the affected PTO or its designee may require the Generator Owner to provide, as security for its obligation to pay

any unfunded balance of the construction costs, a letter of credit or other reasonable form of security acceptable to the PTO or its designee that will be responsible for the construction equivalent to the cost of the upgrade including taxes and consistent with relevant commercial practices, as established by the Uniform Commercial Code. As soon as reasonably practical, but in any event within 180 days after completion of the construction or modifications, or as otherwise mutually agreed, the PTO or its designee responsible for the construction or modification will determine the difference, if any, between the estimated cost already paid by the Generator Owner to the PTO or its designee responsible for the construction or modification and its share of the actual cost of the construction or modification, and will either receive from the Generator Owner, with Interest (if the sum paid is insufficient) or pay to the Generator Owner, with Interest (if the sum paid is surplus) the difference; provided that if, at the time such determination is made, items of construction that remain to be completed and/or some construction costs have not been invoiced and paid, the PTO or its designee responsible for the construction or modification shall continue to be entitled to recover from the Generator Owner the Generator Owner's share of the costs of such remaining items and may retain a reserve to cover such items. Furthermore, the PTO shall release any letter of credit or other security instrument received by the PTO, up to the amount allowed to be recovered through the PTO's Annual Transmission Revenue Requirement for Category A and B Projects, no later than sixty (60) days after the later of the reflection of such costs in the regional rates and the commercial operation of the generation addition or modification. To the extent Generator Interconnection Related Upgrades, or any portion thereof, are completed in a calendar year, PTO will use their best efforts to reflect such facilities in their Annual Transmission Revenue Requirements calculated on the basis of that year. That portion of the construction or modification costs or deposit paid by the Generator Owner may, by mutual agreement of the PTO and the Generator Owner, either be retained by the PTO, or be refunded to the Generator Owner upon the Generator Owner executing a contract with the PTO obligating the Generator Owner to pay the PTO the ongoing transmission revenue requirement associated with its share of the Generator Interconnection Related Upgrade, including but not limited to cost of capital, federal and state income taxes, O&M and A&G costs, annual property taxes and all other related costs, and providing the PTO with an irrevocable letter of credit or other form of security acceptable to the PTO. In the event the Generator Owner's portion of the construction or modification costs is retained by the PTO or its designee in accordance with the preceding sentence, the Generator Owner will be obligated (i) to pay the federal and state income taxes required to be paid by the PTO with respect to the retained amount, and (ii) to pay annually its percentage of the O&M and

A&G costs, annual property taxes and all other related costs, except for those costs required to be paid under (i) or any costs that are retained by the PTO in accordance with the interconnection agreement. If the Generator Owner for whatever reason goes out of business, or otherwise abandons its generation project and the Generator Interconnection Related Upgrade has already been partially or completely constructed, the Generator Owner shall be responsible for all of the unrecovered ongoing costs of the upgrade that would not have been incurred but for the proposed generation project. Nothing contained herein shall prevent the PTO or its designee responsible for the construction or modification and the Generator Owner from negotiating other methods for providing financial security associated with the cost of an upgrade deemed acceptable to the PTO or other entity. Subject to the foregoing, the interconnection and support agreements for a Generation Interconnection Related Upgrade may specify the basis for continued support of such upgrade in the event of the cancellation of the project due to a failure to obtain regulatory approvals or permits or required rights of way or other property, or action to terminate the project before its completion for whatever reason and any other matters.

Interest payable hereunder shall be calculated in accordance with Section II.8.3 of the OATT.

SCHEDULE 22

LARGE GENERATOR INTERCONNECTION PROCEDURES

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APPENDICES TO LGIP

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SECTION I. DEFINITIONS

The definitions contained in this section are intended to apply in the context of the generator interconnection process provided for in this Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under this Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England Control Area.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

At-Risk Expenditure shall mean money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case shall have the meaning specified in Section 2.3.

Base Case Data shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade

seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispach of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Large Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Engineering & Procurement ("E&P") Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner shall mean a Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnecting Transmission Owner's Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large

Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under the Standard Large Generator Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of an existing Generation Facility; (iii) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (iv) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability.

Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying

Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service shall mean the service provided by the System Operator, and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more than 20 MW.

Long Lead Time Facility (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party’s performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2.2(a) of the Tariff.

Material Modification shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3)

years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard ("NC Interconnection Standard") shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Resource ("NR") shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability ("NR Capability") shall mean the maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall mean the total megawatt amount determined pursuant to Section 5.2.4.

Network Resource Interconnection Service ("NR Interconnection Service") shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility

to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer's NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Large Generating Facility to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and

notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher-queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Standard Large Generator Interconnection Agreement (“LGIA”) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

Standard Large Generator Interconnection Procedures (“LGIP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.

2.1 Application of Standard Large Generator Interconnection Procedures.

The LGIP and LGIA shall apply to Interconnection Requests pertaining to Large Generating Facilities. Except as expressly provided in the LGIP and LGIA, nothing in the LGIP or LGIA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

2.2. Comparability.

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this LGIP. The System Operator and Interconnecting Transmission Owner will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

2.3 Base Case Data.

System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall provide Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists upon request to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator is permitted to require that the third party consultant or non-market affiliate sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer. Such databases and lists, hereinafter referred to as Base Cases, shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

2.4 No Applicability to Transmission Service.

Nothing in this LGIP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

2.5 Time Requirements.

Parties that must perform a specific obligation under a provision of the Standard Large Generator Interconnection Procedure or Standard Large Generator Interconnection Agreement within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable

procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.3.1. The Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Interconnection Customer must comply with the requirements specified in Section 3.3.1 for each Interconnection Request even when more than one request is submitted for a single site.

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.2 Type of Interconnection Services and Long Lead Time Facility Treatment

At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's NR

Capability. At the time the Interconnection Request is submitted, the Interconnection Customer may also request Long Lead Facility treatment in accordance with Section 3.2.3.

3.2.1 Capacity Network Resource Interconnection Service

3.2.1.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a CNR, and to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

3.2.1.2 The Studies.

All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispach of other CNRs and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.1.3 Milestones for CNR Interconnection Service.

In addition to the requirements set forth in this LGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Appendix B of the LGIA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of this LGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study has been completed, the completed Interconnection Study shall be subject to re-study, in accordance with the re-study provisions in this LGIP. If an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If an LGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this LGIP shall be subject to re-study. The Appendices to the LGIA shall be amended (pursuant to Article 30 of the LGIA) to reflect CNR Capability and the results of the re-study.

3.2.2 Network Resource Interconnection Service

3.2.2.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows the Interconnection Customer's Large Generating Facility to participate in the New England Markets, in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network

Resources. Notwithstanding the above, the portion of a Large Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

3.2.2.2 The Studies.

The Interconnection Studies for an Network Resource shall assure that the Interconnection Customer's Large Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.2.3 Milestones for NR Interconnection Service.

An Interconnection Customer with an Interconnection Request for NR Interconnection Service shall complete the requirements in this LGIP prior to receiving NR Interconnection Service.

3.2.3 Long Lead Time Facility Treatment

3.2.3.1 Treatment of Long Lead Facilities.

Long Lead Facilities receive the treatment described herein in connection with the associated request of the Interconnection Customer for CNR Interconnection Service for its Large Generating Facility or CNI Interconnection Service for its External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility. Long Lead Facility treatment provides for the Interconnection Customer's Generating Facility or controllable Merchant Transmission Facility or Other Transmission Facility External ETU, after the completion of the Interconnection System Impact Study, to be modeled in the Base Cases for the next CNR Group Study to determine whether the Long Lead Facility would have qualified or enabled the qualification of an Import Capacity Resource to participate in the Forward Capacity Auction associated with that CNR Group Study, in accordance with Section III.13.1.2 of the Tariff, but for the Long Lead Facility's development cycle (which shall include development of required

transmission upgrades). If the Long Lead Facility is deemed to qualify or have enabled an associated Import Capacity Resource to qualify, the Long Lead Facility shall be included in the re-study pursuant to Section 3.2.1.3(iv) in order to determine the facilities and upgrades that would be necessary in order to accommodate the Interconnection Request of the Long Lead Facility, and for which costs the Interconnection Customer must be responsible. In order to maintain Long Lead Facility status, the Interconnection Customer must commit to the completion of these facilities and upgrades in time to allow the Long Lead Facility to achieve its Commercial Operation Date by the start of the associated Capacity Commitment Period. In addition, the Long Lead Facility will be treated as a New Generating Capacity Resource in the case of a Generating Facility or as if an Import Capacity Resource associated with the Long Lead Facility cleared in the case of an External ETU for the sole purpose of inclusion of the Long Lead Facility in the CNR Group Studies for the Forward Capacity Auctions that precede the Forward Capacity Auction for the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation. If an earlier-queued Generating Facility seeking CNR Interconnection Service or an Import Capacity Resource associated with an Elective Transmission Upgrade that is seeking CNI Interconnection Service obtains a Capacity Supply Obligation in a Forward Capacity Auction prior to or simultaneous with the Forward Capacity Auction in which the Long Lead Facility or its contractual counterparty in the case of an Elective Transmission Upgrade obtains a Capacity Supply Obligation, the Long Lead Facility will be re-studied in order to determine whether any additional facilities and upgrades to those identified prior to the CNR Group Study must be completed, at the Interconnection Customer's cost, prior to its Commercial Operation Date. A Long Lead Facility's cost responsibility for the facilities necessary to accommodate the Interconnection Request shall not be impacted by a Generating Facility or an External ETU with a Queue Position lower than the Long Lead Facility or its counterparty in the case of an External ETU that clears in a Forward Capacity Auction, in accordance with Section III.13.2 of the Tariff, prior to the clearance of the Long Lead Facility.

3.2.3.2 Request for Long Lead Facility Treatment.

An Interconnection Customer requesting CNR Interconnection Service for its proposed Generating Facility or CNI Interconnection Service for its proposed controllable Merchant Transmission Facility or Other Transmission Facility External ETU, which the Interconnection Customer projects to have a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) may elect or request Long Lead Facility treatment in the following manner:

(a) An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service of 100 MW may elect Long Lead Facility treatment at the time the Interconnection Request is submitted, together with the critical path schedule and deposits required in Section 3.2.3.3.

(b) An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service under 100 MW may request Long Lead Facility treatment by submitting a written request to the System Operator for its review and approval, explaining why the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU cannot achieve Commercial Operation by the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for Long Lead Facility treatment is made), together with the critical path schedule and deposits required in Section 3.2.3.3. In reviewing the request, the System Operator shall evaluate the feasibility of the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU achieving Commercial Operation to meet an earlier Capacity Commitment Period based on the information provided in the request and the critical path schedule submitted pursuant to Section 3.2.3.3, in a manner similar to that performed under Section III.13.3.2 of the Tariff. Within forty-five (45) Business Days after its receipt of the request for Long Lead Facility treatment, the System Operator shall notify the Interconnection Customer in writing whether the request has been granted or denied. If the System Operator determines that the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU can achieve a Commercial Operation Date prior to the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction, the Interconnection Customer's request shall be denied. The dispute resolution provisions of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU are not available for disputes or claims associated with the ISO's determination to deny an Interconnection Customer's request for Long Lead Facility treatment.

(c) An Interconnection Customer that did not request Long Lead Facility treatment at the time the Interconnection Request was submitted, may thereafter submit a request for treatment as a Long Lead Facility, together with the critical path schedule and deposits required in Section 3.2.3.3 and, if applicable, a request for an extension of the Commercial Operation Date specified

in the Interconnection Request in accordance with Sections 4.4.4 and 4.4.5. A request for Long Lead Facility treatment that is submitted after the initial Interconnection Request will not be eligible to participate in any Forward Capacity Auction prior to the Forward Capacity Auction associated with the extended Commercial Operation Date. The Long Lead Facility will be modeled in the Base Cases for the CNR Study Group associated with the near term Forward Capacity Auction unless that CNR Study Group is underway, in which case the Long Lead Facility will be modeled in the next CNR Study Group.

3.2.3.3 Critical Path Schedule and Deposits for Long Lead Facility Treatment.

At the time an Interconnection Customer submits an election or request for Long Lead Facility treatment, the Interconnection Customer must submit, together with the request:

(1) Critical Path Schedule. A critical path schedule, in writing, for the Long Lead Facility (with a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) that meets the requirements set forth in Section III.13.1.1.2.2.2 of the Tariff. The Interconnection Customer must submit annually, in writing, an updated critical path schedule to the System Operator by the closing deadline of each New Capacity Show of Interest Submission Window that precedes the Forward Capacity Auction associated with the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation, prior to the inclusion of the Long Lead Facility in the Base Case for the CNR Group Study associated with the corresponding New Capacity Show of Interest Submission Window. With its annual update, for each critical path schedule milestone achieved since the submission of the previous critical path schedule update, the Interconnection Customer must include in the critical path update documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule.

(2) Long Lead Facility Deposits.

(a) Deposits. In addition to the deposits required elsewhere in the LGIP in the case of a Generating Facility or the ETU IP for External ETU, at the time of its request for Long Lead Facility treatment, in accordance with Section 3.2.3.3, and by each deadline for which a New Generating Capacity Resource is required to provide financial assurance under Section III.13.1.9.1 of the Tariff, the Interconnection Customer must provide a separate deposit in the

amount of $0.25 * (\text{Forward Capacity Auction Starting Price} / 2) * \text{requested CNR Capability or CNI Capability}$. For each calculation of the deposit, the System Operator shall use the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction at the time of that calculation, pursuant to Section III.13.2.4 of the Tariff, or the Forward Capacity Auction Starting Price for the previous Forward Capacity Auction in the case where the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction has not yet been calculated. The total amount of deposits shall not exceed the Non-Commercial Capacity Financial Assurance Amount that the Long Lead Facility would be required to provide if the Long Lead Facility or its counterparty cleared in the upcoming Forward Capacity Auction, in accordance with Section III.13.1.9.1 of the Tariff. The Long Lead Facility deposits will be fully refunded (with interest to be calculated in accordance with Section 3.6) (i) if the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within thirty (30) Calendar Days of the Scoping Meeting or of the completion of the System Impact Study (including restudy of the System Impact Study), pursuant to Section 7, or (ii) once the Long Lead Facility or its counterparty clears in a Forward Capacity Auction.

(b) Reductions. Ten (10) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) after the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear in the Forward Capacity Auction that follows the first Forward Capacity Auction for which the Long Lead Facility or its counterparty could qualify based on the Commercial Operation Date specified in the initial critical path schedule for the Long Lead Facility. An additional five (5) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) following each subsequent Forward Capacity Auction in which the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear such Forward Capacity Auction, not to exceed the maximum period allowed under Sections 3.3.1, 4.4.4 and 4.4.5. The non-refundable portions of the deposits shall be credited to the revenue requirements under Schedule 1 of Section IV of the Tariff.

3.2.3.4 Withdrawal and Refunds After Expenditures for Upgrades.

An Interconnection Customer that provides documentation in the critical path schedule update to be submitted in accordance with Section 3.2.3.3(1), showing expenditures of the required amounts for

upgrades identified in the Interconnection Studies for the Long Lead Facility, may submit a withdrawal of the Interconnection Request for the Long Lead Facility, in accordance with Section 3.6, at any time up to thirty (30) Calendar Days, after the Long Lead Facility's or its counterparty's failure to clear in any Forward Capacity Auction. In such instance, the Interconnection Customer shall receive a refund from the System Operator of the Long Lead Facility deposits (with interest to be calculated in accordance with Section 3.6) as adjusted pursuant to 3.2.3.3(2), if appropriate, and from the Interconnecting Transmission Owner a refund of the payments for the upgrades that exceed the costs incurred by the Interconnecting Transmission Owner. If the Interconnection Customer withdraws only its election or request for Long Lead Facility treatment, such withdrawal will be considered a Material Modification and the Long Lead Facility will lose its Queue Position unless its withdrawal occurs within one of the thirty (30)-day periods described in Section 3.2.3.3(2) of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU.

3.2.3.5 Additional Requirements to Maintain Long Lead Facility Treatment.

An Interconnection Customer with a Long Lead Facility must begin payment as required by the transmission expenditure schedule for the transmission upgrade costs that have been identified in the pertinent Interconnection Studies. The Interconnection Request for CNR Interconnection Service shall be deemed withdrawn under Section 3.6 if the Interconnection Customer fails to comply with the requirements for Long Lead Facility treatment, including the milestones specified in Section 3.2.1.4. In this circumstance, the conditions specified in an Interconnection Agreement for a Generating Facility seeking CNR Interconnection Service or External ETU seeking CNI Interconnection Service that had an Interconnection Request of a Queue Position lower than the Long Lead Facility, but cleared (in the case of the Elective Transmission Upgrade, the Import Capacity Resource) in a Forward Capacity Auction prior to the Long Lead Facility, shall be removed.

3.2.3.6 Participation in Earlier Forward Capacity Auctions.

An Interconnection Customer with a Long Lead Facility may, without loss of Queue Position, elect to participate in an earlier Forward Capacity Auction than originally anticipated, but only if the election to accelerate is made to the System Operator in writing within thirty (30) Calendar Days of the Scoping Meeting or within thirty (30) Calendar Days of the completion of the System Impact Study (but before the Long Lead Facility and the results of the associated System Impact Study are incorporated into the Base Cases). Otherwise, such an election shall be considered a Material Modification.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following to the System Operator: (i) an initial deposit of \$50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.2, and (iv) in the case of a request for CNR Interconnection Service, demonstration of Site Control or, in the case of a request for NR Interconnection Service, demonstration of Site Control or a posting of an additional deposit of \$10,000. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The portions of the deposit of \$50,000 that have not been applied as provided in this Section 3.3.1 shall be refundable if (i) the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within ten (10) Business Days of the Scoping Meeting, or (ii) if the Interconnection Customer executes an LGIA. Otherwise, any unused balance of the deposit of \$50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers with lower Queue Positions that are subject to re-study, as determined by the System Operator in accordance with the provisions of this LGIP, as a result of the withdrawal of an Interconnection Request with a higher Queue Position.

The deposit of \$50,000 shall be applied toward the costs incurred by the System Operator associated with the Interconnection Request and Long Lead Facility treatment, as well as, the costs of the Interconnection Feasibility Study and/or the Interconnection System Impact Study, including the cost of developing the study agreements and their attachments, and the cost of developing the LGIA.

If, in the case of a request for NR Interconnection Service, the Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.3.3 after submitting its Interconnection Request, the additional deposit of \$10,000 shall be refundable; otherwise, that deposit shall be applied as provided in Section 3.1, including, toward the costs of any Interconnection Studies pursuant to the Interconnection Request, the cost of developing the study agreement(s) and associated attachment(s), and the cost of developing the LGIA.

The expected Initial Synchronization Date of the new Large Generating Facility, of the increase in capacity of the existing Generating Facility, or of the implementation of the Material Modification to the

existing Generating Facility shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless the Interconnection

Customer demonstrates that such time required to actively engineer, permit and construct the new Large Generating Facility or increase in capacity of the existing Generating Facility or implement the Material Modification to the existing Generating Facility will take longer than the seven year period. Upon such demonstration, the Initial Synchronization Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as the Interconnection Customer, System Operator, and Interconnecting Transmission Owner agree,; such agreement shall not be unreasonably withheld.

3.3.2 Acknowledgment of Interconnection Request.

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement. With the System Operator's acknowledgement of a valid Interconnection Request, the System Operator shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2 or an Interconnection System Impact Study Agreement in the form of Appendix 3.

3.3.3 Deficiencies in Interconnection Request.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the System Operator shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6.

3.3.4 Scoping Meeting.

Within ten (10) Business Days after receipt of a valid Interconnection Request, System Operator shall establish a date agreeable to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, for a Scoping Meeting, and such date shall be no later than

thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be (i) to discuss the estimated timeline for completing all applicable Interconnection Studies, and alternative interconnection options, (ii) to exchange pertinent information including any transmission data that would reasonably be expected to impact such interconnection options, (iii) to analyze such information, (iv) to determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. If a PSCAD model is required, the Parties shall discuss this at the Scoping Meeting.

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall notify the System Operator, in writing, (i) whether it wants the Interconnection Feasibility Study to be completed as a separate and distinct study or as part of the Interconnection System Impact Study; and (ii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.4 OASIS Posting.

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Initial Synchronization Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNR Interconnection Service or NR Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection

Request; (ix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an LGIA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted LGIA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Large Generating Facility's Initial Synchronization Date.

3.5 Coordination with Affected Systems.

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this LGIP. The System Operator will include such Affected Parties in all meetings held with the Interconnection Customer as required by this LGIP. The Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies).

The System Operator shall seek the cooperation of all Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Party(ies).

3.6 Withdrawal.

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, if the Interconnection Customer wishes to dispute the withdrawal notice, the Interconnection Customer shall have fifteen (15) Business Days, unless otherwise provided elsewhere in this LGIP, in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same. Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate the Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to System Operator's receipt of notice described above. The Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

The System Operator shall update the OASIS Queue Position posting. Except as otherwise provided elsewhere in this LGIP, the System Operator and the Interconnecting Transmission Owner shall arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

SECTION 4. QUEUE POSITION.

4.1 General.

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.3.3, then System Operator shall assign Interconnection Customer a Queue Position based on the date the application form was originally filed. A Material Modification pursuant to Section 4.4.2 shall be treated in accordance with Section 4.4.

Except as otherwise provided in this Section 4.1, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study; and (iii) the cost responsibility for the facilities and upgrades necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed “earlier” in the queue in relation to another Interconnection Request that is lower queued.

4.1.1 Order of Interconnection Requests in the CNR Group Study

Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted

for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Appendix A

to the Interconnection Agreement for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

4.2 Clustering.

At the System Operator's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

Clustering shall be implemented on the basis of Queue Position. If the System Operator elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together. The deadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a Queue Cluster Window shall be in accordance with Section 7.4, for all Interconnection Requests assigned to the same Queue Cluster Window. The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on System Operator's OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

Clustering Interconnection System Impact Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the New England Transmission System's capabilities at the time of each study. The System Operator may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large Generating Facility.

4.3 Transferability of Queue Position.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's

contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

4.4 Modifications.

The Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1 or 4.4.4, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party of such modifications.

A request to: (1) increase the energy capability or capacity capability output of a Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to Section 5.2 of this LGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis. Notwithstanding the foregoing, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years (or the years agreed to pursuant to Section 3.3.1 or Section 4.4.5) from the date of the original Interconnection Request for CNR Interconnection Service to clear the entire megawatt amount for which CNR Interconnection Service was requested. A new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions.

During the course of the Interconnection Studies, either the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request.

To the extent the identified changes are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and the Interconnecting Transmission Owner shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to System Operator, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration.

4.4.2 Prior to making any modification other than those specifically permitted by Sections 4.4.1 and 4.4.4, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at the Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.3 Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4, the System Operator in consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission Owner, or Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

4.4.4 Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator.

4.4.5 Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Initial Synchronization Date of the Large Generating Facility to which the Interconnection Request relates or any extension of a duration that results in the Initial Synchronization Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless the Interconnection Customer demonstrates to the System Operator due diligence, including At-Risk Expenditures, in pursuit of permitting, licensing and construction of the Large Generating Facility to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by the Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress or documentation acceptable to the System Operator showing At-Risk Expenditure made previously, including the previous four (4) months. If the evidence demonstrates that the Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Initial Synchronization Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

SECTION 5. PROCEDURES FOR TRANSITION.

5.1 Queue Position for Pending Requests.

5.1.1 Any Interconnection Customer assigned a Queue Position prior to February 1, 2009, shall retain that Queue Position subject to Section 4.4 of the LGIP.

5.1.1.1 If an Interconnection Study Agreement has not been executed prior to February 1, 2009, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this LGIP in effect on February 1, 2009 (or as revised thereafter).

5.1.1.2 If an Interconnection Study Agreement has been executed prior to February 1, 2009, such Interconnection Study shall be completed in accordance with the terms of such agreement

5.1.2 Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an LGIA has neither been executed nor submitted to the Commission for approval prior to February 1, 2009), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the LGIP in effect as of February 1, 2009 (or as revised thereafter) within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term “outstanding Interconnection Request” herein shall mean any Interconnection Request, on February 1, 2009: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related LGIA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this LGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension, not to exceed sixty (60) Calendar Days, shall be granted by the System Operator to the extent consistent with the intent and process provided for under this LGIP.

5.1.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009.

An Interconnection Customer with an outstanding Interconnection Request will be eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer’s one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth Forward Capacity Auction. The Interconnection Customer’s one-time election may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5.

Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Interconnection Customers requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction – the prompt or near-term auction – pursuant to Sections 6.3 or 7.3, whichever is applicable.

5.2 Grandfathering.

5.2.1 An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this LGIP. If the Generating Facility does not meet the criteria set forth in Section 5.2.3 of this LGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 5.1.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 3.2.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the LGIA in Appendix 6 of this LGIP.

5.2.2 An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 4.4 of this LGIP.

5.2.3 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this LGIP, up to the CNR Capability of the resource.

The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

- (a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).
- (b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).
- (c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 5.2.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the closing deadline of the Show of Interest Submission Window in accordance with

Section III.13 of the Tariff. The revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

5.2.4 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Service, in accordance with this LGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 5.2.3.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 5.2.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

5.3 New System Operator or Interconnecting Transmission Owner.

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection Customer, as appropriate. The System Operator shall coordinate with the successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft LGIA to the Interconnection Customer but the Interconnection Customer has not either executed the LGIA or requested the filing of an unexecuted LGIA with the Commission, unless otherwise provided, the Interconnection Customer must complete negotiations with the successor transmission owner.

SECTION 6. INTERCONNECTION FEASIBILITY STUDY.

6.1 Interconnection Feasibility Study Agreement.

The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study under this Section 6, or as part of the Interconnection System Impact Study under Section 7. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the System Operator's and Interconnecting Transmission Owner's receipt from the Interconnection Customer of its designation of the Point(s) of Interconnection and of the type of study to be performed pursuant to Section 3.3.4, System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than thirty (30) Calendar Days after its receipt of the Interconnection Feasibility Study Agreement, (a) the Interconnection Customer shall execute and deliver the agreement to System Operator and the Interconnecting Transmission Owner, (b) the Interconnection Customer shall also deliver the refundable deposit for the Interconnection Feasibility Study to the System Operator, and (c) the technical data called for in Appendix 1, Attachment B. The deposit for the study shall be 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the

Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold any amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection Feasibility Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment B. If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection Feasibility Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection Feasibility Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection Feasibility Study Agreement or deposit.

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to the Parties, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

6.2 Scope of Interconnection Feasibility Study.

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study does not require detailed model development.

The Interconnection Feasibility Study will consider the base case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii), any identified Network Upgrades) that, on the

date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities, and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct the Interconnection Facilities and Network Upgrades; (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work for Interconnection Facilities and Network Upgrades. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.3 Interconnection Feasibility Study Procedures.

The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 6.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period,

the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator with input from the Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow and short circuit databases for the Interconnection Feasibility Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

6.3.1 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

6.4 Re-Study.

If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-designation of the Point of Interconnection pursuant to Section 6.1, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take not longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement.

The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

SECTION 7. INTERCONNECTION SYSTEM IMPACT STUDY.

7.1 Interconnection System Impact Study Agreement.

If the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the Interconnection Feasibility Study results meeting, or subsequent to the Scoping Meeting within five (5) Business Days following the receipt of designation of the Point(s) of Interconnection and type of study to be performed pursuant to Section 3.3.4, if the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA.

7.2 Execution of Interconnection System Impact Study Agreement.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after its receipt along with a demonstration of Site Control and the technical data called for in Appendix 1, Attachment A, and the Interconnection Customer shall also

deliver simultaneously a refundable deposit. An Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The deposit for the study shall be: (i) the greater of 100 percent of the estimated cost of the study or \$250,000; or (ii) the lower of 100 percent of the estimated costs of the study or \$50,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request or written certification that Major Permits are not required, or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money described in (i) above; or (iii) the lower of 100 percent of the estimated costs of the study or \$50,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the LGIA. If the Interconnection Customer elects the deposit described in (ii) above, the System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection System Impact Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A; provided that if a PSCAD model was determined

to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting or the Interconnection Feasibility Study, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to each Party, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement or Interconnection System Impact Study depending on whether Interconnection Customer requested that the Interconnection Feasibility Study be completed as a separate and distinct study or as part of the Interconnection System Impact Study, as specified pursuant to Section 3.3.4, shall be the substitute.

7.3 Scope of Interconnection System Impact Study.

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the base case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an

Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

7.4 Interconnection System Impact Study Procedures.

The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the

Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 7.2. If System Operator or Interconnecting Transmission Owner uses Clustering, the System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within ninety (90) Calendar Days after the close of the Queue Cluster Window.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

7.5 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study.

Within five (5) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. If the

Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the LGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date.

Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

7.6 Re-Study.

If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) re-designation of the Point of Interconnection pursuant to Section 7.2, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing.

Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

7.7 Operational Readiness.

The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System

with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

SECTION 8. INTERCONNECTION FACILITIES STUDY.

8.1 Interconnection Facilities Study Agreement.

The Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that the Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an LGIA in accordance with the requirements specified in Section 11.

If the Interconnection Customer waives the Interconnection Facilities Study, the Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Interconnection Facilities Study as described in Section 8.2 below.

The System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer.

The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the LGIA. Within three (3) Business Days following the Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement

and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty (30) Calendar Days after its receipt, together with the required technical data and the refundable deposit for the Interconnection Facilities Study. In accordance with Section 8.3, the Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be either: (i) the greater of twenty-five percent of the estimated cost of the study or \$250,000; or (ii) the greater of 100 percent of one month's estimated study cost or \$100,000, if the Interconnection Customer can provide: (1) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2 of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or (2) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amounts of money in (i) above, not including the same At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable; or (iii) the greater of 100 percent of one month's estimated study cost or \$100,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the LGIA. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the

Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by the Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

8.3 Interconnection Facilities Study Procedures.

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- 20 percent good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if the Interconnection Customer requests a +/- 10 percent good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the

Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

8.4 Meeting with Parties.

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

8.5 Re-Study.

If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

SECTION 9. ENGINEERING & PROCUREMENT (“E&P”) AGREEMENT.

Prior to executing an LGIA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party shall offer the Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party shall not be obligated to offer an E&P Agreement if the Interconnection Customer is in Dispute Resolution as a result of an allegation that the Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer’s Queue Position or Initial Synchronization Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If the Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, the Interconnection

Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party shall refund the Interconnection Customer any amounts paid by the Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to the Interconnection Customer, in which event the Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

SECTION 10. OPTIONAL INTERCONNECTION STUDY.

10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study report and no later than five (5) Business Days after the study results meeting to review the report, the Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that the Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify the Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an

Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

10.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

10.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of the Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

10.4 Meeting with Parties.

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.

If the LGIA for a Large Generating Facility is based on the results of an Optional Interconnection Study, the LGIA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

SECTION 11. STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA).

11.1 Tender.

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that the Interconnection Customer has no comments on the draft Interconnection Facilities Study report or on the draft Interconnection System Impact Study report if the Interconnection Customer waived the Interconnection Facilities Study, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the LGIA, the System Operator shall initiate the development of the LGIA process within fifteen (15) Calendar Days after the comments are submitted or waived, by tendering to the Interconnection Customer a draft LGIA, together with draft appendices completed by the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft LGIA shall be in the form of the System Operator's Commission-approved standard form LGIA which is in Appendix 6 to Schedule 22. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form of LGIA, including the appendices, in Appendix 6 of Schedule 22 that the Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator.

11.2 Negotiation.

Notwithstanding Section 11.1, at the request of the Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with the Interconnection Customer concerning the appendices to the LGIA at any time after the Interconnection Facilities Study is complete or after the Interconnection System Impact Study is complete if the Interconnection Customer intends to waive the Interconnection Facilities Study. The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft LGIA pursuant to Section 11. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 and request submission of the unexecuted LGIA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of by the

System Operator of the draft LGIA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer a final LGIA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of LGIA.

11.3.1 Evidence to be Provided by Interconnection Customer.

11.3.1.1 Site Control. Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer shall provide (A) to the System Operator, reasonable evidence of continued Site Control, or (B) to the Interconnecting Transmission Owner, posting of \$250,000, non-refundable additional security, which shall be applied toward future construction costs. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Large Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property.

11.3.1.2 Development Milestones. Within fifteen (15) Business Days after receipt of the final LGIA, the Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, to be elected by the Interconnection Customer, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; (v) application for an air, water, or land use permit.

At the same time, the Interconnection Customer shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement and either: (A) provide evidence of approvals for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, or (B) provide a refundable deposit to the Interconnecting Transmission Owner, at execution of the LGIA, of 20 percent of the total costs for the Interconnection Facilities and other upgrades identified in the Interconnection Studies or an E&P Agreement, unless the Interconnecting Transmission Owner's expenditure schedule

for the Interconnection Facilities and other upgrades calls for an initial payment of greater than 20 percent of the total upgrade costs, in which case the scheduled initial payment must instead be made at time of LGIA execution. If the Interconnection Customer selects option (B) above, it shall also commit in the LGIA to the achievement of: (i) milestones for the completion of Major Permit approvals, and (ii) in the case of a CNR Interconnection Request, milestones to align the LGIA with the fulfillment of terms outlined in Section III.13 of the Tariff for participation in the Forward Capacity Market.

11.3.2 Execution and Filing of LGIA. Within fifteen (15) Business Days after receipt of the final LGIA, (i) the Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered LGIA and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) the Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an LGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered LGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the LGIA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to the Interconnection Customer under the LGIA. An unexecuted LGIA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted LGIA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 22, the LGIA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and the Interconnection Customer. If Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific LGIA, or any amendments to such an LGIA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of LGIA in Appendix 6 or cannot otherwise agree to the terms and conditions of the LGIA for such Large Generating Unit, or any amendments to such an LGIA,

then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

11.3.3 The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this LGIP and the standard form of LGIA in Appendix 6 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or the Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the LGIA, subject to modification by the Commission. Upon submission of an unexecuted LGIA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted LGIA, subject to modification by the Commission.

SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.

12.1 Schedule.

The Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

12.2 Construction Sequencing.

12.2.1 General. In general, the Initial Synchronization Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer. An Interconnection Customer with an executed or unexecuted, but filed with the Commission, LGIA, in order to maintain its Initial Synchronization Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Initial Synchronization Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party has not refunded to the Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The Interconnecting Transmission Owner or appropriate Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA.

12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator. An Interconnection Customer with an LGIA, in order to maintain its Initial

Synchronization Date, may request that Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Initial Synchronization Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Initial Synchronization Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party any associated expediting costs.

12.2.4 Amended Interconnection System Impact Study. An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested Initial Synchronization Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested Initial Synchronization Date. The LGIA will also be amended to reflect the results of the Amended Interconnection System Impact Study and any changes in obligations, including financial support, of the Parties.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

13.1.2 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the

other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the LGIP, the Party shall provide the requested

information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the LGIA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

13.1.9 Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s(ies’) Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

13.1.11 The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer’s election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

The System Operator and Interconnecting Transmission Owner, or any Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this LGIP. The Party using the services of a subcontractor shall remain primarily liable to the Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this LGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

13.3 Obligation for Study Costs.

The System Operator and the Interconnecting Transmission Owner shall charge, and the Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. The System Operator and Interconnecting Transmission Owner shall not be obligated to perform or continue to perform any studies unless the Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.3 that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request, which request will not be unreasonably denied, that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting

Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition. In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, the Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon the Interconnection Customer's request subject to the confidentiality provision in Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this LGIP, Article 26 of the LGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission. In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the LGIA, the LGIP, or their performance, such Party (the "Disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such

dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the LGIA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted LGIA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the LGIP, the System Operator may terminate the Interconnection Request and the Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 22.

13.5.2 External Arbitration Procedures. Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

13.5.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and LGIP and shall have no power to modify or change any provision of the LGIA and LGIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of

the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

13.5.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

13.6 Local Furnishing Bonds.

13.6.1 Facilities Financed by Local Furnishing Bonds. This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this LGIA and LGIP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to the Interconnection Customer pursuant to this LGIA and LGIP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service. If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by the Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection Request. The Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

APPENDICES TO LGIP

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 6 LARGE GENERATOR INTERCONNECTION AGREEMENT

APPENDIX 1
INTERCONNECTION REQUEST

The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility to the Administered Transmission System under Schedule 22 - Large Generator Interconnection Procedures (“LGIP”) of the ISO New England Inc. Open Access Transmission Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

PROJECT INFORMATION

Proposed Project Name: _____

1. This Interconnection Request is for (check one):

- _____ A proposed new Large Generating Facility
- _____ An increase in the generating capacity or a modification that has the potential to be a Material Modification of an existing Generating Facility
- _____ Commencement of participation in the wholesale markets by an existing Generating Facility
- _____ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service

2. The types of Interconnection Service requested:

- _____ Network Resource Interconnection Service (energy capability only)
- _____ Capacity Network Resource Interconnection Service (energy capability and capacity capability)

If Capacity Network Resource Interconnection Service, does Interconnection Customer request Long Lead Facility treatment? Check: ___ Yes or ___ No

If yes, provide, together with this Interconnection Request, the Long Lead Facility deposit and other required information as specified in Section 3.2.3 of the LGIP, including (if the Large Generating Facility will be less than 100 MW) a justification for Long Lead Facility treatment.

3. This Interconnection Customer requests (check one, selection is not required as part of the initial Interconnection Request):

- A Feasibility Study to be completed as a separate and distinct study
 - A System Impact Study with the Feasibility Study to be performed as the first step of the study
- (The Interconnection Customer shall select either option and may revise any earlier selection up to within five (5) Business Days following the Scoping Meeting.)

4. The Interconnection Customer shall provide the following information:

Address or Location of the Facility (including Town/City, County and State):

Approximate location of the proposed Point of Interconnection (information is not required as part of the initial Interconnection Request):

Type of Generating Facility to be Constructed: _____

Generating Facility Fuel Type:

Generating Facility Capacity (MW):

	Maximum Net MW Electrical Output	Maximum Gross MW Electrical Output
At or above 90 degrees F		
At or above 50 degrees F		
At or above 20 degrees F		
At or above 0 degrees F		

General description of the equipment configuration (# of units and GSUs):

Requested Commercial Operations Date:

Requested Initial Synchronization Date:

Requested In Service Date:

Evidence of Site Control (check one):

_____ **If for Capacity Network Resource Interconnection Service, Site Control is provided herewith, as required.**

_____ **If for Network Resource Interconnection Service: (Check one)**

___ **Is provided herewith**

___ **In lieu of evidence of Site Control, a \$10,000 deposit is provided herewith (refundable within the cure period as described in Section 3.3.3 of the LGIP).**

_____ **Site Control is not provided because the proposed modification is to the Interconnection Customer's existing Large Generating Facility and, by checking**

this option, the Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.

The technical data specified within the applicable attachment to this form (check one):

- Is included with the submittal of this Interconnection Request form**
- Will be provided on or before the execution and return of the Feasibility Study Agreement (Attachment B) or the System Impact Study Agreement (Attachment A), as applicable**

The ISO will post the Project Information on the ISO web site under “New Interconnections” and OASIS.

CUSTOMER INFORMATION

Company Name: _____

ISO Customer ID# (If available): _____

(Interconnection Customer)

Company Address: PO Box No.: _____

Street Address: _____

City, State ZIP: _____

Company Representative: Name: _____

Title: _____

Company Representative’s Company and Address (if different from above):

Company Name: _____

PO Box No.: _____

Street Address: _____

City, State ZIP: _____

Phone: _____ **FAX:** _____ **email:** _____

This Interconnection Request is submitted by:

Authorized Signature: _____

Name (type or print): _____

Title: _____

Date: _____

In order for an Interconnection Request to be considered a valid request, it must:

- (a) Be accompanied by a deposit of \$50,000.00, which may be refundable in accordance with Section 3.3.1 of the LGIP;*
- (b) For Capacity Network Resource Interconnection Service, include documentation demonstrating Site Control. If for Network Resource Interconnection Service, demonstrate Site Control or post an additional deposit of \$10,000.00. If the Interconnection Customer with an Interconnection Request for Network Resource Interconnection Service demonstrates Site Control within the cure period specified in Section 3.3.1 of the LGIP, the additional deposit of \$10,000.00 shall be refundable (An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing Large Generating Facility where the Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property);*
- (c) Include a detailed map (2 copies), such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures; and*
- (d) Include all information required on the Interconnection Request form; and*
- (e) Include the deposit and all information required for Long Lead Facility treatment, if such treatment is requested in accordance with Section 3.2.3 of the LGIP.*

The technical data required below must be submitted no later than the date of execution of the System Impact Study Agreement pursuant to Section 7.2 of the LGIP.

LARGE GENERATING FACILITY DATA

UNIT RATINGS

Kva	°F	Voltage
Power Factor		
Speed (RPM)		Connection (e.g. Wye) _____
Short Circuit Ratio		Frequency, Hertz _____
Stator Amperes at Rated Kva		Field Volts _____
Max Turbine MW	°F	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 90° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW) _____	Gross Leading (MVAR)
Station Service (MW) _____	Station Service (MVAR)
<u>Temperature (°F)</u>	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
<u>Temperature (°F)</u>	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 20° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 0° OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H	=	kW sec/kVA
Moment-of-Inertia, WR ²	=	lb. ft. ²

REACTANCE DATA (PER UNIT-RATED KVA)

	DIRECT AXIS	QUADRATURE AXIS
Synchronous – saturated	X _{dv}	X _{qv}
Synchronous – unsaturated	X _{di}	X _{qi}
Transient – saturated	X' _{dv}	X' _{qv}
Transient – unsaturated	X' _{di}	X' _{qi}
Subtransient – saturated	X'' _{dv}	X'' _{qv}
Subtransient – unsaturated	X'' _{di}	X'' _{qi}
Negative Sequence – saturated	X _{2v}	
Negative Sequence – unsaturated	X _{2i}	
Zero Sequence – saturated	X _{0v}	
Zero Sequence – unsaturated	X _{0i}	
Leakage Reactance	X _{lm}	

FIELD TIME CONSTANT DATA (SEC)

Open Circuit	T'_{qo}	T'_{do}
Three-Phase Short Circuit Transient	T'_{d3}	T'_{q}
Line to Line Short Circuit Transient	T'_{d2}	
Line to Neutral Short Circuit Transient	T'_{d1}	
Short Circuit Subtransient	T''_{d}	T''_{q}
Open Circuit Subtransient	T''_{do}	T''_{qo}

ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	T_{a3}
Line to Line Short Circuit	T_{a2}
Line to Neutral Short Circuit	T_{a1}

NOTE: If requested information is not applicable, indicate by marking "N/A."

Attachment A (page 4)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

MW CAPABILITY AND PLANT CONFIGURATION

LARGE GENERATING FACILITY DATA

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive	R1		
Negative	R2		
Zero	R0		
Rotor Short Time Thermal Capacity I^2t	=		
Field Current at Rated kVA, Armature Voltage and PF	=	amps	
Field Current at Rated kVA and Armature Voltage, 0 PF		amps	
Three Phase Armature Winding Capacitance	=	microfarad	
Field Winding Resistance	=	ohms	°C
Armature Winding Resistance (Per Phase)	=	ohms	°C

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity	Self-cooled/Maximum Nameplate	/	Kva
Voltage Ratio	Generator side/System side/Tertiary	/	kV
Winding Connections	Generator side/System Side/Tertiary (Delta or Wye)		
		/	

Fixed Taps Available

Present Tap Setting

IMPEDANCE

Positive	Z1 (on self-cooled kVA rating)	%	X/R
Zero	Z0 (on self-cooled kVA rating)	%	X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (“PSS”) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

WIND GENERATORS

Number of generators to be interconnected pursuant to

this Interconnection Request: _____

Elevation: _____ Single Phase _____ Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable set points for the protective equipment or software:

For all generator types: A completed fully functioning, non-proprietary or non-confidential Siemens PTI’s (“PSSE”) power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow (“PSLF”) data sheet , must be supplied with this Attachment A. If additional non-proprietary or non-confidential data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

A PSCAD model shall be provided pursuant to Section 7.2 of the LGIP if deemed required at the Scoping Meeting.

Attachment A (page 7)
To Appendix 1
Interconnection Request
Technical Data Required For
Interconnection System Impact Study

INDUCTION GENERATORS:

- (*) Field Volts:
- (*) Field Amperes:
- (*) Motoring Power (kW):
- (*) Neutral Grounding Resistor (If Applicable):
- (*) I_2^2t or K (Heating Time Constant):
- (*) Rotor Resistance:
- (*) Stator Resistance:
- (*) Stator Reactance:
- (*) Rotor Reactance:
- (*) Magnetizing Reactance:
- (*) Short Circuit Reactance:
- (*) Exciting Current:
- (*) Temperature Rise:
- (*) Frame Size:
- (*) Design Letter:
- (*) Reactive Power Required In Vars (No Load):
- (*) Reactive Power Required In Vars (Full Load):
- (*) Total Rotating Inertia, H: Per Unit on KVA Base

Note: Please consult System Operator prior to submitting the Interconnection Request to determine if the information designated by (*) is required.

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

Attachment B (page 1)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection Feasibility Study

The technical data required below must be submitted no later than the date of execution of the Feasibility Study Agreement pursuant to Section 6.1 of the LGIP.

LARGE GENERATING FACILITY DATA

UNIT RATING

kVA	°F	Phase to Phase Voltage, kV
Rated Power Factor		
Speed (RPM)		Connection (e.g. Wye) _____
Short Circuit Ratio		Frequency, Hertz _____
Stator Amperes at Rated, kVA		Field Volts _____
Max Turbine MW	°F	

GREATEST UNIT RATING AT AMBIENT TEMPERATURE OF 50°F OR ABOVE

Gross Unit Rating (MW)	Gross Lagging (MVAR)
Net Unit Rating (MW)	Gross Leading (MVAR)
Station Service (MW)	Station Service (MVAR)
Temperature (°F)	

DATA (PER UNIT-RATED KVA AND RATED VOLTAGE)

Saturated Reactance

Direct axis positive sequence	X''_{dv}	
negative sequence	X''_{2v}	_____
zero sequence	X''_{0v}	

Resistance

Generator AC resistance R_a		_____
negative sequence R_2		_____
zero sequence R_0		_____

Time Constant (seconds)

Three-phase short circuit armature time constant T_{a3} _____

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity	Self-cooled/Maximum Nameplate / kVA
Voltage Ratio	Generator side/System side/Tertiary / kV
Winding Connections (Delta or Wye)	Generator side/system side /Tertiary /
Fixed Taps Available	
Present Tap Setting	

IMPEDANCE

For 2-Winding Transformers

Positive	Z1 (on self-cooled kVA rating)	%	X/R
Zero	Z0 (on self-cooled kVA rating)	%	X/R

IMPEDANCE
For 3-winding transformers

Positive	Z1 _{H-L} (on self-cooled kVA rating)_____ %, X/R _____
	Z1 _{H-T} (on self-cooled kVA rating)_____ %, X/R _____
	Z1 _{L-T} (on self-cooled kVA rating)_____ %, X/R _____
Zero	Z0 _{H-L} (on self-cooled kVA rating)_____ %, X/R _____
	Z0 _{H-T} (on self-cooled kVA rating)_____ %, X/R _____
	Z0 _{L-T} (on self-cooled kVA rating)_____ %, X/R _____

FEEDER IMPEDANCE (Per Unit)
From GSU to Point of Interconnection

Positive	R1 _____ + j X1 _____ on 100 MVA base
Zero	R0 _____ + j X0 _____ on 100 MVA base

WIND GENERATORS

Number of generators to be interconnected pursuant to this Interconnection Request: _____

Elevation: _____ Single Phase _____ Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

Attachment B (page 4)
To Appendix 1
Interconnection Request
Technical Data Required For
Interconnection Feasibility Study

For all generator types: A completed fully functioning, non-proprietary or non-confidential Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet, must be supplied with this Attachment B. If additional non-proprietary or non-confidential data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment B to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

APPENDIX 2
INTERCONNECTION FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures (“LGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

- 2.0 Interconnection Customer elects and System Operator shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in Attachment B to the Interconnection Request, as may be modified as the result of the Scoping Meeting. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.
- 5.0 The Interconnection Feasibility Study report shall provide the following information:
- preliminary identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - preliminary identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
 - initial review of grounding requirements and electric system protection;
 - preliminary description and non-binding estimated cost of and the time to construct the facilities required to interconnect the Large Generating Facility to the New England Transmission System and to address the identified short circuit and power flow issues; and
 - to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

In accordance with the LGIP, in performing the Interconnection Feasibility Study, System Operator and Interconnecting Transmission Owner shall coordinate with each other and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

- 6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study and the development of this Interconnection Feasibility Study Agreement and its attachment(s). Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection Feasibility Study Agreement is [insert date].

The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____. Any difference between the deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Feasibility Study System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.

Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

- 7.0 Miscellaneous.

- 7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System

Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or an Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or an Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case

of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.

- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations

hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on _____:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 3

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System;

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study (the “Feasibility Study”) and provided the results of said study to the Interconnection Customer, or Interconnection Customer has requested that the Feasibility Study be completed as part of the System Impact Study pursuant to Section 6.1 of the LGIP, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”)(This recital is to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study); and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection System Impact Study to assess the impact of interconnecting the Large Generating Facility to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedure (“LGIP”).
- 2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study consistent with Section 7.0 of the LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, and the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Interconnection System Impact Study report shall provide the following information:
 - identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
 - initial review of grounding requirements and electric system protection;
 - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;

- description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Large Generating Facility to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.4 of the LGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.0 The Interconnection Customer is providing herewith a deposit equal to:

- i. the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or \$250,000;
or
- ii. the lower of 100 percent of the estimated cost of the Interconnection System Impact Study or \$50,000, if the Interconnection Customer is providing herewith either:
 - (a) evidence of applications for all Major Permits, as defined in Section III.13.1.1.2.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or
 - (b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding study costs) totaling at least the amounts of money described in (i) above.or
- iii the lower of 100 percent of the estimated costs of the study or \$50,000 if the Interconnection Request is for a modification to an existing Large

Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection System Impact Study and the development of this Interconnection System Impact Study Agreement and its attachment(s) and the LGIA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date].

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____.

Any difference between the deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the LGIP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

7.0 Miscellaneous.

- 7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.
- 7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 7.3 Force Majeure, Liability and Indemnification.
- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to

perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

- 7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities (“Losses”) by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.
- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting

Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 4
INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated ; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility to the Administered Transmission System; and

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection System Impact Study (the “System Impact Study”) and provided the results of said study to the Interconnection Customer; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection Procedures (“LGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the LGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Large Generating Facility to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 The Interconnection Customer is providing herewith a deposit equal to:
 - i. the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$250,000;
or
 - ii. the greater of 100 percent of the estimated monthly cost of the Interconnection Facilities Study Agreement or \$100,000, if the Interconnection Customer can provide either:
 - (a) evidence of application for all Major Permits, as defined in Section III.13.1.1.2.2(a) of the Tariff, required in support of the Interconnection Request, or provide certification that Major Permits are not required or

(b) evidence acceptable to the System Operator of At-Risk Expenditures (excluding Interconnection Study costs) totaling at least the amount of the money in (i) above, not including the At-Risk Expenditures demonstrated with the Interconnection System Impact Study Agreement, if applicable.

or

iii. the greater of 100 percent of one month's estimated study cost or \$100,000, if the Interconnection Request is for a modification to an existing Large Generating Facility that does not increase the energy capability or capacity capability of the Large Generating Facility.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the LGIA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____.

Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the LGIP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected

Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

6.3 Force Majeure, Liability and Indemnification.

- 6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.
- 6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any

incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

6.4 Third-Party Beneficiaries. Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE
INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

- +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.
- +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER
WITH THE
INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing New England Transmission System station. Number of generation connections:

On the one line indicate the generation capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s Large Generating Facility?

What protocol does the control system or PLC use?

Attachment B (page 2)
Appendix 4
Interconnection Facilities
Study Agreement

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the Large Generating Facility in Interconnecting Transmission Owner's service area?

Yes _____ No _____ Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Generator step-up transformer Date:

Receives back feed power Date

Generation Testing Date:

Commercial Operation Date:

APPENDIX 5
OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”). Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

WHEREAS, Interconnection Customer has submitted to System Operator an Interconnection Request; and

WHEREAS, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Large Generator Interconnection

Procedures (“LGIP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

- 2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the LGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.
In accordance with the LGIP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.
- 6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System Operator’s good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$_____ which is comprised of the System Operator’s estimated cost of \$_____ and the Interconnecting Transmission Owner’s estimated cost of \$_____.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.
- 7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner

or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in,

or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the LGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.
- 7.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 **Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

System Operator

Interconnecting Transmission Owner

By:

By:

Title:

Title:

Date:

Date:

[Insert name of Interconnection Customer]

By:

Title:

Date:

Attachment A
Appendix 5
Optional Interconnection
Study Agreement

**ASSUMPTIONS USED IN CONDUCTING
THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the LGIP.]

APPENDIX 6
LARGE GENERATOR INTERCONNECTION
AGREEMENT

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THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

(“Agreement”) is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnection Customer” with a Large Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnecting Transmission Owner”). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, System Operator is the central dispatching agency provided for under the Transmission Operating Agreement (“TOA”) which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

WHEREAS, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and

WHEREAS, System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the generator interconnection process provided for in Schedule 22 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of generator interconnections under Schedule 22. Capitalized terms in Schedule 22 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England Control Area.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

At-Risk Expenditure shall mean money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case shall have the meaning specified in Section 2.3 of the Large Generator Interconnection Procedures (“LGIP”).

Base Case Data shall mean the Base Case power flow, short circuit, and stability data bases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility

seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispach of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) shall mean that portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) shall mean: (i) in the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 5.2.3 of this LGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 5.2.3. CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Large Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall

be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect

Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Engineering & Procurement ("E&P") Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq.*

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

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner's Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner shall mean a Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Large Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnecting Transmission Owner's Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by Interconnecting Transmission Owner from the Point of

Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Generating Facility with the Administered Transmission System under the Standard Large Generator Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request (a) shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of an existing Generating Facility; (iii) make a Material Modification to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System; (iv) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public

Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service shall mean the service provided by System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional Interconnection Study described in the Standard Large Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Large Generating Facility shall mean a Generating Facility having a maximum gross capability at or above zero degrees F of more than 20 MW.

Long Lead Time Facility (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff..

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party’s performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

Material Modification shall mean (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the

Commercial Operation Date, In-Service Date, or Initial Synchronization Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; or (iv) except as provided in Section 3.2.3.4 of the LGIP, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6 of the LGIP, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard ("NC Interconnection Standard") shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Resource ("NR") shall mean the portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability ("NR Capability") shall mean the maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 5.2.4 of this LGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 5.2.4.

Network Resource Interconnection Service (“NR Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Large Generating Facility to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Customer’s Interconnection Facilities connect to Interconnecting Transmission Owner’s Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and

time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher-queued” Interconnection Request shall mean one that has been received by the System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for which new interconnection is sought; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for which new interconnection is sought; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for which new interconnection is sought; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for which new interconnection is sought; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by System Operator in accordance

with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Standard Large Generator Interconnection Agreement (“LGIA”) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in this Schedule 22 to the Tariff.

Standard Large Generator Interconnection Procedures (“LGIP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in this Schedule 22 to the Tariff.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This LGIA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner, shall promptly and jointly file this LGIA with the Commission upon execution in accordance with Section 11.3 of the LGIP and Article 3.1, if required.

2.2 Term of Agreement. This LGIA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of _____ years from the Effective Date (*term to be specified in individual Agreement, but in no case should the term be less than ten*

(10) years from the Effective Date or such other longer period as the Interconnection Customer may request) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by the Interconnection Customer, subject to continuing obligations of this LGIA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after a Generating Facility retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this LGIA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. Each Party may terminate this LGIA in accordance with Article 17. Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this LGIA, which notice has been accepted for filing by the Commission. Termination of the LGIA shall not supersede or alter any requirements for deactivation or retirement of a generating unit under ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

2.4 Termination Costs. If a Party elects to terminate this LGIA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this LGIA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by the Commission:

- 2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this LGIA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.
- If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.
- 2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection

Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection. Upon termination of this LGIA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival. This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The System Operator and Interconnecting Transmission Owner shall jointly file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the LGIP. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this LGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type(s) of Interconnection Service:

Check: NR for NR Interconnection Service (NR Capability Only)

CNR for CNR Interconnection Service (CNR Capability and NR Capability)

4.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service).

4.1.1.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which all other Capacity Network Resources are interconnected under the CNR Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Large Generating Facility to be designated as a Capacity Network Resource, to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

4.1.2 Network Resource Interconnection Service (NR Interconnection Service).

4.1.2.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Large Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the NC Interconnection Standard. NC Interconnection Service allows the Interconnection Customer's Large Generating Facility to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the gross and net NR

Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of a Large Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, unless pursuant to a new Interconnection Request for CNR Interconnection Service.

- 4.2 Provision of Service.** System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the LGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.
- 4.4 No Transmission Delivery Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.
- 4.5 Transmission Delivery Service Implications.** CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of

transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Large Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Large Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Large Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Large Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Large Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Service Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Large Generating Facility has not been deemed to be retired, any future transmission service request for

delivery from the Large Generating Facility on the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource, and regardless of changes in ownership of the Large Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Large Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

4.6 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

**ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING,
PROCUREMENT, AND CONSTRUCTION**

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Initial Synchronization Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the LGIP; and select either Standard Option or Alternate Option set forth below for completion of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as set forth in Appendix A, and such dates and selected option shall be set forth in Appendix B (Milestones). In accordance with Section 8 of the LGIP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

5.1.1 Standard Option. The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.

If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. The System Operator, Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the LGIA. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3 (Option to Build), Interconnection Customer shall so notify Interconnecting Transmission Owner within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Interconnecting Transmission Owner is responsible for the

design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades pursuant to 5.1.1 (Standard Option).

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

(1) the Interconnection Customer shall engineer, procure equipment, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Interconnecting Transmission Owner;

(2) Interconnection Customer's engineering, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Interconnecting Transmission Owner would be subject in the engineering, procurement or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Interconnecting Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner a schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Interconnecting Transmission Owner;

(5) at any time during construction, Interconnecting Transmission Owner shall have the right to gain unrestricted access to the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Interconnecting Transmission Owner, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) the Interconnection Customer shall indemnify the Interconnecting Transmission Owner for claims arising from the Interconnection Customer's construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 (Indemnity);

(8) the Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner;

(10) Interconnecting Transmission Owner shall approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Interconnecting Transmission Owner "as built" drawings, information, and any other documents that are reasonably required by Interconnecting Transmission Owner to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by Interconnecting Transmission Owner.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not

completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which the Interconnecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including,

but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. If a Power System Stabilizer is required to be installed on the Large Generating Facility for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative. The requirements of this paragraph shall not apply to non-synchronous power production equipment.

5.5 Equipment Procurement. If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

- 5.5.1** The Interconnecting Transmission Owner has completed the Facilities Study pursuant to the Facilities Study Agreement;
- 5.5.2** The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.5.3 The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.6 Construction Commencement. The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

5.6.3 The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.6.4 The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.7 Work Progress. The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the LGIP, will provide written notice to the

Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. System Operator and Interconnecting Transmission Owner shall permit Interconnection Customer to operate the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities ("ICIF"). Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.10.1 Large Generating Facility Specifications. Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner and comment on such

specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Interconnecting Transmission Owner's Review. Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facilities. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Interconnecting Transmission Owner's Interconnection Facilities Construction. The Interconnecting Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the Interconnection Customer the following "as-built" drawings, information and documents for the

Interconnecting Transmission Owner's Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this LGIA.

The System Operator will obtain operational control of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at the incremental cost to another Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Administered Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer's expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

- 5.14 Permits.** System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.
- 5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend at any time all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that

prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Interconnecting Transmission Owner required under this LGIA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Initial Synchronization Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the LGIP. Notwithstanding the extensions permitted under Section 4.4.5 of the LGIP, the three-year period shall in no way result in an extension of the In-Service Date, the Initial Synchronization Date or the Commercial Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this LGIA shall be deemed terminated.

5.17 Taxes.

5.17.1 Payments Not Taxable. The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting

Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation;

provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this LGIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1). For this purpose, (i) Current Taxes shall be computed based on Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed

by discounting Interconnecting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and Interconnecting Transmission Owner retains ownership of the

Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up

basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this LGIA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this LGIA, Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this LGIA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due

and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this LGIA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party: (i) sufficient information regarding such modification so that the other Party(ies) may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the LGIP, except as provided under and pursuant to the LGIP.

In the case of Large Generating Facility or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Interconnecting Transmission Owner shall provide, within

thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Large Generating Facility to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 6.3 Right to Observe Testing.** Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.
- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Standards.** Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 7.4 Testing of Metering Equipment.** Interconnecting Transmission Owner shall inspect and test all Interconnecting Transmission Owner-owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the

measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnecting Transmission Owner shall adjust the measurements, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

- 7.5 Metering Data.** At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour ("MWh") per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour ("kwh") or MWh registers to be read at month's end shall be the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection. Instantaneous metering is required for all Generators in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.

Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from an Intermittent Power Resource. The Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall provide meteorological and forced outage data to the System Operator to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The Interconnection Customer with an Intermittent Power Resource having wind as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with an Intermittent Power Resource having solar as the energy source, at a minimum, will be required to provide the System Operator with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The System Operator and Interconnection Customer whose Generating Facility is an Intermittent Power Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power product forecast. The Interconnection Customer whose Generating Facility is an Intermittent Power Resource also shall submit data to the System Operator regarding all forced outages to the extent necessary for the System Operator's development and deployment of power production forecasts for that class of Intermittent Power Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the System Operator, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Intermittent Power Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the System Operator. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 Control Area Notification.** Before Initial Synchronization Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Large Generating Facility dispatched and operated from a remote Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area for dispatch and operations.
- 9.3 Interconnecting Transmission Owner and System Operator Obligations.** Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this LGIA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.5 Start-Up and Synchronization. The Interconnection Customer is responsible for the proper start-up and synchronization of the Large Generating Facility to the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall design the Large Generating Facility and all generating units comprising the Large Generating Facility, as applicable, to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all generators in the Control Area on a comparable basis and in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The requirements of this paragraph shall not apply to wind generators.

9.6.2 Voltage Schedules. Once the Interconnection Customer has synchronized the Large Generating Facility to the New England Transmission System, Interconnection Customer shall operate the Large Generating Facility at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

9.6.2.1 Voltage Regulators. The Interconnection Customer must keep and maintain a voltage regulator on all generating units comprising a Large Generating Facility in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers

that have, or are required to have, automatic voltage regulation shall normally operate the Large Generating Facility with its voltage regulators in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulator in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

9.6.2.2 Governor Control. The Interconnection Customer is obligated to provide and maintain a functioning governor on all generating units comprising the Large Generating Facility in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.2.3 System Protection. The Interconnection Customer shall install and maintain protection systems in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.3 Payment for Reactive Power.

Interconnection Customers shall be compensated for Reactive Power service in accordance with Schedule 2 of the Section II of the Tariff.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities

as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.1.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.2 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

9.7.3 Under-Frequency and Over Frequency Conditions. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with

the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Large Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.4 Each Party's protective relay design shall allow for tests required in Article 6.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.5 Requirements for Protection. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection

Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Large Generating Facility.

9.7.6 Power Quality. A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

9.8 Switching and Tagging Rules. Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Administered Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs

associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

- 9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 10. MAINTENANCE

- 10.1 Interconnecting Transmission Owner and Customer Obligations.** Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 10.2 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.
- 11.2 Interconnecting Transmission Owner's Interconnection Facilities.** Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.
- 11.3 Network Upgrades and Distribution Upgrades.** Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.
- 11.4 Cost Allocation; Compensation; Rights; Affected Systems**
- 11.4.1 Cost Allocation.** Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.
- 11.4.2 Compensation.** Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.
- 11.4.3 Rights.** Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission

credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

11.4.4 Special Provisions for Affected Systems. The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Generating Facility.

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.6 Interconnection Customer Compensation. If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this LGIA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.

Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 12. INVOICE

- 12.1 General.** Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire

transfer to a bank named and account designated by the invoicing Party. Payment of invoices by any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this LGIA.

- 12.4 Disputes.** In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

- 13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 13.2 Notice.** Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is known, the

notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

13.4 System Operator's and Interconnecting Transmission Owner's Authority.

13.4.1 General. System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and the Interconnection Customer's

Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Large Generating Facility or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

13.5 Interconnection Customer Authority. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the LGIA and the LGIP, the Interconnection Customer may take whatever actions or inactions with regard to the Large Generating Facility or the Interconnection Customer's Interconnection Facilities during an

Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

- 13.6 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this LGIA can be performed.

14.2 Governing Law.

- 14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This LGIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).

A Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this LGIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this LGIA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

18.1 Indemnity. Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s(ies’) action or inactions of their obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any

judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

18.3 Insurance. The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this LGIA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a

minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.
- 18.3.9** Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.
- 18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

ARTICLE 19. ASSIGNMENT

- 19.1 Assignment.** This LGIA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this LGIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that the Interconnection Customer shall have the right to assign this LGIA,

without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights

and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

22.1.3 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this LGIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral

deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from

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

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties’ Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

- 23.1** Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by System Operator and Interconnecting Transmission Owner.** The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.
- 24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no

later than one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Interconnecting Transmission Owner and System Operator for the Interconnection Feasibility Study, Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information and "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if

information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to the Interconnecting Transmission Owner for each individual generating unit in a station.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement, repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the “disclosing Party”) shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the “notifying Party”) shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this LGIA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the

other Party(ies), to audit at its own expense the other Party's(ies') accounts and records pertaining to a Party's performance or a Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's(ies') costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

- 26.1 General.** Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party(ies) for the performance of such subcontractor.
- 26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

- 27.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

ARTICLE 29. [OMITTED]

ARTICLE 30. MISCELLANEOUS

- 30.1 Binding Effect.** This LGIA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.
- 30.3 Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix of this LGIA, or such Section of the LGIP or such Appendix of the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 30.4 Entire Agreement.** Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other

agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries. This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

30.7 Headings. The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

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

30.9 Amendment. The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by all of the Parties. Such amendment shall

become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Consistent with Section 11.3 of the LGIP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the LGIA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this LGIA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this LGIA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

ISO New England Inc. (System Operator)

By:

Title:

Date:

***[Insert Name of]* (Interconnecting Transmission Owner)**

By:

Title:

Date:

***[Insert name of]* (Interconnection Customer)**

By:

Title:

Date:

APPENDICES TO LGIA

Appendix A	Interconnection Facilities, Network Upgrades and Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billings
Appendix G	Interconnection Requirements for a Wind Generating Plant

APPENDIX A TO LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

- a. **Point of Interconnection and Point of Change of Ownership.** The Point of Interconnection shall be at the point where *[insert description of location]*. See Appendix A-*[insert]*, which drawing is attached hereto and made part hereof.

The Point of Change of Ownership shall be at the point where *[insert description of location]*. See Appendix A – *[insert]*, which drawing is attached hereto and made part hereof.

If not located at the Point of Interconnection, the metering point(s) shall be located at: *[insert location]*.

- b. **Interconnection Customer's Interconnection Facilities (including metering equipment).** The Interconnection Customer shall construct *[insert Interconnection Customer's Interconnection Facilities]*. See Appendix A-*[insert]*.
- c. **Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment).** The Interconnecting Transmission Owner shall construct *[insert Interconnecting Transmission Owner's Interconnection Facilities]*. See Appendix – *[insert]*.

2. Network Upgrades:

- a. **Stand Alone Network Upgrades.** *[insert Stand Alone Network Upgrades]*.
- b. **Other Network Upgrades.** *[insert Other Network Upgrades]*.

3. **Distribution Upgrades.** *[insert Distribution Upgrades]*
4. **Affected System Upgrades.** *[insert Affected System Upgrades]*
5. **Contingency Upgrades List:**

a. Long Lead Facility-Related Upgrades. The Interconnection Customer's Large Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[insert list of upgrades]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this LGIA in accordance with Article 17.1, and the System Operator will initiate all necessary steps to terminate this LGIA, in accordance with Article 2.3.

- b. Other Contingency Upgrades.** *[e.g., list of upgrades associated with higher queued Interconnection Requests with LGIAs prior to this LGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Large Generating Facility.]*
6. **Post-Forward Capacity Auction Re-study Upgrade Obligations.** *[insert any change in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation through a Forward Capacity Auction.]*

APPENDIX B TO LGIA

Milestones

- 1. Selected Option Pursuant to Article 5.1:** Interconnection Customer selects the *[insert]*. Options as described in Articles 5.1.*[insert]*, 5.1.*[insert]*, and 5.1.*[insert]* shall not apply to this LGIA.
- 2. Milestones and Other Requirements for all Large Generating Facilities:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the LGIP and this LGIA. The referenced section of the LGIP or article of the LGIA should be reviewed by each Party to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	LGIP/LGIA Reference
1	Provide evidence of continued Site Control to System Operator, or \$250,000 non-refundable deposit to Interconnecting Transmission Owner	Interconnection Customer	Within 15 BD of final LGIA receipt	§ 11.3.1.1 of LGIP
2	Provide evidence of one or more milestones specified in § 11.3 of LGIP	Interconnection Customer	Within 15 BD of final LGIA receipt	§ 11.3.1.2 of LGIP
3	Commit to a schedule for payment of upgrades	Interconnection Customer	Within 15 BD of final LGIA receipt	§ 11.3.1.2 of LGIP
4	Provide either (1) evidence of Major Permits or (2) refundable deposit to Interconnecting Transmission Owner	Interconnection Customer	If (1) Within 15 BD of final LGIA receipt or if (2) At time of LGIA execution	§ 11.3.1.2 of LGIP
5	Provide certificate of insurance	Interconnection Customer and Interconnecting	Within 10 Calendar Days of execution of LGIA	§ 18.3.9 of LGIA

		Transmission Owner		
6	Provide siting approval for Generating Facility and Interconnection Facilities to Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of LGIP
7A	Receive Governmental Authority approval for any facilities requiring regulatory approval	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.1 of LGIA
7B	Obtain necessary real property rights and rights-of-way for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.2 of LGIA
7C	Provide to Interconnecting Transmission Owner written authorization to proceed with design, equipment procurement and construction	Interconnection Customer	As may be agreed to by the Parties	§ 5.5.2 and § 5.6.3 of LGIA
7D	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone 7C	§ 5.7 of LGIA

			and ending when the entire Large Generating Facility and all required Interconnection Facilities and Network Upgrades are in place	
8	Provision of Security to Interconnecting Transmission Owner pursuant to Section 11.5 of LGIA	Interconnection Customer	At least 30 Calendar Days prior to design, procurement and construction	§§ 5.5.3 and 5.6.4 of LGIA
9	Provision of Security Associated with Tax Liability to Interconnecting Transmission Owner pursuant to Section 5.17.3 of LGIA	Interconnection Customer	As may be agreed to by the Parties	§ 5.17.3 of LGIA
10	Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of LGIP
11A	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner	Interconnection Customer	180 Calendar Days prior to Initial Synchronization Date	§ 5.10.1 of LGIA § 7.5 of LGIP
11B	Provide comments on initial design, engineering and specification for	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of LGIA § 7.5 of LGIP

	Interconnection Customer's Interconnection Facilities			
12A	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities to Interconnecting Transmission Owner	Interconnection Customer	90 Calendar Days prior to Initial Synchronization Date	§ 5.10.1 of LGIA § 7.5 of LGIP
12B	Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of LGIA § 7.5 of LGIP
13	Deliver to Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities	Interconnection Customer	Within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of LGIA
14	Provide protective relay settings to Interconnecting Transmission Owner for coordination and verification	Interconnection Customer	At least 90 Calendar Days prior to Initial Synchronization Date	§§ 5.10.1 of LGIA
15	Commencement of construction of Interconnection Facilities	Interconnecting Transmission Owner	As may be agreed to by the Parties	§ 5.6 of LGIA
16	Submit updated data "as purchased"	Interconnection Customer	No later than 180 Calendar Days prior to Initial Synchronization Date	§ 24.3 of LGIA
17	In Service Date	Interconnection	Same as	§ 3.3.1 and 4.4.5

		Customer	Interconnection Request unless subsequently modified	of LGIP, § 5.1 of LGIA
18	Initial Synchronization Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of LGIP
19	Submit supplemental and/or updated data – “as built/as-tested”	Interconnection Customer	Prior to Commercial Operation Date	§ 24.4 of LGIA
20	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of LGIP
21	Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities	Interconnecting Transmission Owner	If requested, within 120 Calendar Days after Commercial Operation Date	§ 5.11 of LGIA
22	Provide Interconnection Customer final cost invoices	Interconnecting Transmission Owner	Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades	§ 12.2 of LGIA

3. Milestones Applicable Solely for CNR Interconnection Service and Long Lead Facility

Treatment. In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service and/or Long Lead Facility Treatment:

Item No.	Milestone Description	Responsible Party	Date	LGIP/LGIA Reference
1	If Long Lead Facility, all dates by which Critical Path Schedule upgrades will be submitted to System Operator (end date for New Capacity Show of Interest Submission)	Interconnection Customer		§ 3.2.3 of LGIP
2	If Long Lead Facility, dates by which Long Lead Facility Deposits will be provided to System Operator (each deadline for which New Generating Capacity Resource would be required to provide financial assurance under § III.13.1.9 of the Tariff)	Interconnection Customer		§ 3.2.3 of LGIP
3	If Long Lead Facility, Capacity Commitment Period (not to exceed the Commercial Operation Date)	Interconnection Customer		§ 1 and 3.2 of LGIP
4	Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of LGIP
5	Participate in a CNR Group Study	Interconnection Customer		§ 3.2.1.3 of LGIP
6	Qualify and receive a Capacity Supply	Interconnection Customer		§ 3.2.1.3 of LGIP

	Obligation in accordance with Section III.13 of the Tariff	Customer		
7	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation	System Operator		§ 3.2.1.3 of LGIP

APPENDIX C TO LGIA

Interconnection Details

1. Description of Interconnection:

Interconnection Customer shall install a *[insert]* MW facility, rated at *[insert]* MW gross and *[insert]* MW net, with all studies performed at or below these outputs. The Generating Facility is comprised of *[insert]* units in a *[insert description of facility type - combined cycle, wind farm, etc.]* rated at: *[insert]* MW each, and will located at *[insert location]*.

The Large Generating Facility shall receive:

Network Resource Interconnection Service for the NR Capability at a level not to exceed *[insert gross and net]* MW for Summer, and *[insert gross and net]* MW for Winter.

Capacity Network Resource Interconnection Service for: (i) the NR Capability at a level not to exceed *[insert gross and net at or above 50 degrees F]* MW for Summer and *[insert gross and net at or above 0 degrees F]* MW for Winter; and (ii) the CNR Capability at *[insert net]* MW for Summer and *[insert net]* MW for Winter, which shall not exceed *[insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter.]* The CNR Capability shall be the highest amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff and, if applicable, as specified in filings by the System Operator with the Commission pursuant to Section III.13 of the Tariff.

2. Detailed Description of Generating Facility and Generator Step-Up Transformer, if applicable:

Generator Data	
Number of Generators	
Manufacturer	
Model	

Designation of Generator(s)	
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
Generator Ratings	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	
Station Service Load For Each Unit	
Overexcited Reactive Power at Rated MVA and Rated Power Factor	
Underexcited Reactive Power at Rated MVA and Rated Power Factor	
Generator Short Circuit and Stability Data	
Generator MVA rating	
Generator AC Resistance	
Subtransient Reactance (saturated)	
Subtransient Reactance (unsaturated)	
Transient Reactance (saturated)	
Negative sequence reactance	
Transformer Data	
Number of units	

Self Cooled Rating	
Maximum Rating	
Winding Connection (LV/LV/HV)	
Fixed Taps	
Z1 primary to secondary at self cooled rating	
Z1 primary to tertiary at self cooled rating	
Z1 secondary to tertiary at self cooled rating	
Positive Sequence X/R ratio primary to secondary	
Z0 primary to secondary at self cooled rating	
Z0 primary to tertiary at self cooled rating	
Z0 secondary to tertiary at self cooled rating	
Zero Sequence X/R ratio primary to tertiary	

3. Meteorological and Forced Outage Data Requirements for a Generating Facility that is an Intermittent Power Resource:

An Interconnection Customer whose Generating Facility is an Intermittent Power Resource having wind as the energy resource (referred to here in as “Wind Plant”) will be required to provide the following meteorological and forced outage data to the System Operator in the manner specified in the ISO New England Operating Documents. Capitalized terms in this Appendix C.3 that are not defined in Section 1 of the Agreement shall have the meanings specified in the ISO New England Operating Documents.

A. Static Plant Data

Below are the static plant data requirements that describe the physical layout of the Wind Plant and any associated meteorological equipment as well as data relevant to the design and operation of the Wind Plant. The static plant data must be supplied to the System Operator in the manner specified in the ISO New England Operating Documents. The Interconnection Customer must keep the static plant data current and must inform the System Operator of any proposed datapoints changes.

1) Wind Plant:

a) Wind Turbine tower center coordinates (i.e., latitude and longitude in WGS84 DD-MM-SS.SS using GPS WAAS, or comparable, methodology) and ground elevation of turbines (in meters, to one decimal place).

- b) Number of turbines.
- c) Turbine model(s) including IEC wind class.
- d) Density dependent turbine nominal power curves for each type of turbine in the plant for standard test conditions (e.g., air density equaling 1.225 kg/m^3) and for three additional values of density (for which the density values must be supplied): one power curve for normal operation at the long-term average density expected for the plant and one power curve each for normal operation at approximately 85% (+/- 10%) and approximately 115% (+/- 10%), respectively of the expected long-term average Wind Plant air density.
- e) Hub height(s) (in meters to one decimal place).
- f) Maximum plant nameplate capacity (in MW to two decimal places).
- g) Cut-in wind speed(s) and time constants (if any, e.g., windspeed must be above 3.4 m/s for at least 5 minutes, etc.).
- h) Cut-out wind speed(s) and time constants (if any).
- i) Cut back in wind speed(s) and time constants (if any).
- j) Cold temperature cutoff threshold(s) (in Degrees C to one decimal place).
- k) High temperature cutoff threshold(s) (in Degrees C to one decimal place).
- l) Any cold weather operation packages and their effects on wind turbine operational envelope (e.g. blade and/or gearbox heaters, etc. that extends cold temperature cut-out to below xx degrees, etc.).
- m) Wind turbine icing behavior:
 - i. Triggers for icing related shutdowns (e.g., temperatures, relative humidities, out-of-balance conditions, etc.).
 - ii. Triggers for release from icing related shutdowns (e.g., manual reset, temperatures, hysteresis, etc.).
- n) For all plant wind speed and direction measuring devices (i.e., nacelle-level wind measuring devices):
 - i. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights) and calibration curves and/or reports.
 - ii. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data and the mitigation measures employed (e.g., diagram of location with respect to the nacelle and rotor).
- o) Descriptions of any permitting or administrative restrictions such as requirements to reduce or to cease power production during certain hours or during certain events or wind conditions.
- p) For model training purposes, any available historical information required by the wind power forecaster regarding plant power output, plant meteorological conditions, and conditions that may have caused power output to be below theoretical maximum power output given the experienced wind speeds may also be required to be provided.

2) Met gathering station(s):

- a. Center of structure(s) coordinates (using the same method listed above for turbine in the Wind Plant) and ground elevation of met station(s).
- b. Equipment type (i.e., model specifications and operating principle e.g. make and model type, measurement heights).
- c. Dimensions and/or site plan of any nearby potential obstructions that would substantially reduce the quality of the data (e.g., met-tower dimensions and profile) and the mitigation measures employed (e.g. mounting arm dimensions and orientations).

B. Real-Time Data

Below is the real-time operational and meteorological data requirements for Wind Plant operators that must be provided to the System Operator. The real-time operational and meteorological data must be electronically and automatically transmitted to the System Operator over a secure network using the protocol specified in the ISO New England Operating Documents. This information is required with a high degree of accuracy and reliability.

1) Availability:

The Wind Plant operator's real-time data transfer process and data gathering equipment shall be designated to operate at all times.

2) Required Data:

- a) At a minimum, nacelle-level wind speed and wind direction measurements must be provided from the highest wind turbine (i.e., wind turbine hub elevation in terms of elevation above mean sea level) and a minimum of one wind turbine at the maximal value of each of the four true cardinal directions (i.e., the farthest true North, South, East, and West) in each Wind Turbine Group within the plant. Additionally, the wind turbine nearest the capacity-weighted centroid of the Wind Plant must also report wind speeds and directions. If any wind turbine within a Wind Turbine Group satisfies more than one of these conditions then it may be used to fulfill all conditions that it satisfies (e.g., if the highest wind turbine in a Wind Turbine Group is also the farthest North and the farthest East, it may be used to supply data for all three of these categories). Where more than one turbine satisfies these conditions, preference should be given to those turbines that will be least affected by Wind Plant wake effect from the prevailing wind direction(s). Finally, where a Wind Turbine Group contains 10 or less wind turbines only the nacelle-

level data from the highest wind turbine nacelle is required. The locations of wind turbines with nacelle-level equipment providing data must be referenced to the Static Plant Data supplied locations.

b) Ambient temperature, air pressure and relative humidity must be measured, at a minimum, at one location within the plant (preferably as near to the capacity-weighted centroid of the Wind Plant as possible) whose height above ground may be in the range of 2 m to 10 m (or up to 30 m above mean sea level for offshore Wind Plants) and the measurement height above ground (or mean sea level for offshore Wind Plants) must be stated to within 10 cm.

3) Frequency

Minimum frequencies of the real-time data Wind Plant operators must provide are specified in the ISO New England Operating Documents.

C. Outage Coordination

Wind Plants shall submit daily outages in advance to perform routine maintenance work, which in many cases may have no effect on their overall MW capability. Therefore:

1) All Wind Plants must submit Wind Plant Future Availability to the System Operator.

2) If the Wind Plant does not have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, and is not a Qualified Generator Reactive Resource, only Wind Plant Future Availability must be reported to the System Operator.

3) Any Wind Plant that does have a Capacity Supply Obligation in accordance with Market Rule 1, Section III of the Tariff, or that is a Qualified Generator Reactive Resource, must report Wind Plant Future Availability, and also submit an outage request to the System Operator only when the outage will derate the plant to the point that the available nameplate is less than its Capacity Supply Obligation and/or Qualified VARs.

4. Other Description of Interconnection Plan and Facilities:

[Insert any other description relating to the Generating Facility, including, but not limited to switchyard, protection equipment, step-up transformer to the extent not described in Appendix A.]

APPENDIX D TO LGIA

Security Arrangements Details

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E TO LGIA

Commercial Operation Date

This Appendix E is a part of the LGIA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

[to be supplied]

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Re: _____ Large Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. _____. This letter confirms that [Interconnection Customer] commenced commercial operation of Unit No. _____ at the Large Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

APPENDIX F TO LGIA

Addresses for Delivery of Notices and Billings Notices:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:

Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

System Operator:

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

System Operator:

Facsimile: (413) 540-4203

E-mail: geninterconn@iso-ne.com

With copy to:

Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

APPENDIX G TO LGIA

Interconnection Requirements For A Wind Generating Plant

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this LGIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), after which, if the fault remains

following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT. Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to pre-fault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the System Operator and Interconnecting Transmission Owner. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing

time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual wind generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual wind generator units that are replaced are required to meet the Appendix G LVRT Standard.

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if the Interconnection System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the System Operator and Interconnecting Transmission Owner, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind generating plant is in operation. Wind generating plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Interconnection System Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

The wind generating plant shall provide SCADA capability to transmit data and receive instructions from the System Operator and Local Control Center to protect system reliability. The System Operator, Interconnecting Transmission Owner and the wind generating plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind generating plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

APPENDIX 7
INTERCONNECTION PROCEDURES FOR WIND GENERATION

Appendix 7 sets forth procedures specific to a wind generating plant. All other requirements of this LGIP continue to apply to wind generating plant interconnections.

A. Special Procedures Applicable to Wind Generating Plants

The wind generating plant Interconnection Customer, in completing the Interconnection Request required by Section 3.3 of this LGIP, may provide to the System Operator a set of preliminary electrical design specifications depicting the wind generating plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind generating plant may enter the queue and receive the base case data as provided for in this LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind generating plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow the System Operator to complete the Interconnection System Impact Study.

SCHEDULE 23

**SMALL GENERATOR
INTERCONNECTION PROCEDURES**

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EXHIBIT 1 - Small Generator Interconnection Agreement (SGIA)

SECTION 1. APPLICATION

1.1 Applicability

1.1.1 The Small Generator Interconnection Procedures (“SGIP”) and Small Generator Interconnection Agreement (“SGIA”) shall apply to Interconnection Requests, as defined in Attachment 1, pertaining to Small Generating Facilities, except that the SGIP and SGIA shall not apply to: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer’s site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility’s owner intent is to sell 100% of the Qualifying Facility’s output to its interconnected electric utility. In the event the SGIP and SGIA do not apply, the Interconnection Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections.

A request to interconnect a certified Small Generating Facility (See Attachments 3 and 4 for description of certification criteria) to the Interconnecting Transmission Owner’s Distribution System that is part of the Administered Transmission System shall be evaluated under the section 2 Fast Track Process if the eligibility requirements of section 2.1 are met. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kilowatts (kW) (solely as a Network Resource) shall be evaluated under the Attachment 5 10 kW Inverter Process. A request to interconnect a Small Generating Facility no larger than 20 megawatts (MW) that does not meet the eligibility requirements of section 2.1, or does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process.

1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures. To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for the purposes of generator interconnections under this Schedule 23. Capitalized terms in Schedule 23 that are not defined in Attachment 1 or the body of these procedures shall have the meanings specified in Section I.2.2 of the Tariff.

1.1.3 Neither these procedures nor the requirements included hereunder apply to Small Generating Facilities interconnected or approved for interconnection prior to May 9, 2006.

1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the Interconnection Customer may ask the System Operator's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The System Operator shall respond within fifteen (15) Business Days.

1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects all ISOs/RTOs, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

1.1.6 References in these procedures to interconnection agreement are to the SGIA.

1.2 Pre-Application

1.2.1 The System Operator shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The names, telephone numbers, and e-mail addresses of the System Operator's contact employees or offices shall be made available on the System Operator's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Administered Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The System Operator shall comply with reasonable requests for such information.

1.2.2 In addition to the information described in section 1.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form to the System

Operator along with a non-refundable fee of \$500 for a pre-application report on a proposed project at a specific site. Within two (2) Business Days of receiving the pre-application report request form, the System Operator shall provide a copy of the pre-application request form to the Interconnecting Transmission Owner. The System Operator in conjunction with the Interconnecting Transmission Owner shall provide the pre-application data described in section 1.2.3 to the Interconnection Customer within twenty (20) Business Days of receipt of the completed request form and payment of the \$500 fee. The pre-application report produced by the System Operator in conjunction with the Interconnecting Transmission Owner is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Administered Transmission System. The written pre-application report request form shall include the information in sections 1.2.2.1 through 1.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

1.2.2.1 Project contact information, including name, address, phone number, and email address.

1.2.2.2 Project location (street address with nearby cross streets and town)

1.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

1.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

1.2.2.5 Size (alternating current kW)

1.2.2.6 Single or three phase generator configuration

1.2.2.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

1.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

1.2.3 Using the information provided in the pre-application report request form in section 1.2.2., the System Operator in conjunction with the Interconnecting Transmission Owner will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. The selection by the System Operator in conjunction with the Interconnecting Transmission Owner does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. The Interconnecting Transmission Owner shall be responsible for determining whether the proposed Point of Interconnection is on a distribution facility that is subject to the Tariff. If the pre-application report request form seeks information about a Point of Interconnection that is on a distribution facility that is not subject to the Tariff, the Interconnection

Customer shall follow the applicable state tariff, rules or procedures regarding generator interconnections.

Subject to section 1.2.4, the pre-application report will include the following information:

1.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

1.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

1.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

1.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

1.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

1.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

1.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

1.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 2.4.4.1.1 below and absolute minimum load, when available.

1.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area.

Identify whether the substation has a load tap changer.

1.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

1.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

1.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

1.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

1.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the System Operator or the Interconnecting Transmission Owner to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the System Operator in conjunction with the Interconnecting Transmission Owner cannot complete all or some of a pre-application report due to lack of available data, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on “available capacity” pursuant to section 1.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the System Operator in conjunction with the Interconnecting Transmission Owner shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

1.3 Interconnection Request

To initiate an Interconnection Request, the Interconnection Customer shall submit its Interconnection Request to the System Operator, together with the processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Interconnection Customer shall be notified of receipt by the System Operator within three (3) Business Days of receiving the Interconnection Request. The System Operator shall notify the Interconnection Customer within ten (10) Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the System Operator shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten (10) Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the System Operator.

The Interconnection Customer must submit a separate Interconnection Request for each site. The Interconnection Customer must comply with the requirements specified in this Section 1.3 for each Interconnection Request even when more than one request is submitted for a single site.

1.3.1 Within three (3) Business Days of receiving the Interconnection Request, the System Operator shall provide a copy of the Interconnection Request to the Interconnecting Transmission Owner. The System Operator, in consultation with the Interconnecting Transmission Owner, shall determine whether the Interconnection Request is complete or incomplete. If such request is to interconnect to a distribution facility, the Interconnecting Transmission Owner shall be responsible for determining whether the distribution facility is subject to the Tariff.

1.4 Site Control

Documentation of site control must be submitted with the Interconnection Request. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Site control may be demonstrated through:

1.4.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;

1.4.2 An option to purchase or acquire an easement, a license or a leasehold interest in the site for such purpose; or

1.4.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose; or

1.4.4 Filed applications for required permits to site on federal or state property.

1.5 Queue Position

1.5.1 General. The System Operator shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. Except as otherwise provided in this Section 1.5, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study; and (iii) the cost responsibility for the interconnection facilities and upgrades necessary to accommodate the Interconnection Request. The System Operator shall maintain a single queue. At the System Operator's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

1.5.2 Order of Interconnection Requests in the CNR Group Study. Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3 of Schedule 22 of Section II of the Tariff. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the

particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Attachment 2 to the SGIA for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

1.5.3 Transferability of Queue Position. An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the

Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

1.5.4 Modifications. Any modification to the Interconnection Request, including the information provided in the attachments, and to the machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the System Operator, in consultation with the Interconnecting Transmission Owner, and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the change are undertaken. A request to: (1) increase the energy capability or capacity capability output of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP shall require a new Interconnection Request for the incremental increase and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis; and (2) change from NR Interconnection Service to CNR Interconnection Service, at any time, shall require a new Interconnection Request for CNR Interconnection Service and such Interconnection Request will receive the lowest Queue Position available at that time for the purposes of cost allocation and study analysis.

Notwithstanding the foregoing, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years from the date of the original Interconnection Request for CNR Interconnection Service to clear the entire megawatt amount for which the CNR Interconnection Service was requested (or as that amount has been modified in accordance with this Section 1.5.4). A new Interconnection Request for CNR Interconnection Service will be required for the Generating Facility to participate in any subsequent auctions.

1.6 Procedures for Transition

1.6.1 Queue Position for Pending Requests. Any Interconnection Customer assigned a Queue Position prior to February 1, 2009 shall retain that Queue Position subject to Section 1.6 of the SGIP.

1.6.1.1 If an Interconnection Study Agreement has not been executed prior to February 1, 2009, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with the version of this SGIP in effect on February 1, 2009 (or as revised thereafter).

1.6.1.2 If an Interconnection Study Agreement has been executed prior to February 1, 2009, such Interconnection Study shall be completed in accordance with the terms of such agreement.

1.6.2 Transition Period. To the extent necessary, the System Operator, Interconnection Customers with an outstanding Interconnection Request (i.e., an Interconnection Request for which an SGIA has neither been executed nor submitted to the Commission for approval prior to February 1, 2009), Interconnecting Transmission Owner and any other Affected Parties, shall transition to proceeding under the version of the SGIP in effect as of February 1, 2009 (or as revised thereafter) within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term “outstanding Interconnection Request” herein shall mean any Interconnection Request, on February 1, 2009: (i) that has been submitted, together with the required deposit and attachments, but not yet accepted by the System Operator; (ii) where the related SGIA has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this SGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by the System Operator to the extent consistent with the intent and process provided for under this SGIP.

1.6.3 One-Time Election for CNR Interconnection Service at Queue Position Assigned Prior to February 1, 2009. An Interconnection Customer with an outstanding Interconnection Request will be eligible to make a one-time election to be considered for CNR Interconnection Service at the Queue Position assigned prior to February 1, 2009. The Interconnection Customer’s one-time election must be made by the end of the New Generating Capacity Show of Interest Submission Window for the fourth Forward Capacity Auction. Interconnection Customers requesting CNR Interconnection Service will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1.

Interconnection Customers requesting CNR Interconnection Service that have not received a completed Interconnection System Impact Study may request a preliminary, non-binding, analysis of potential upgrades that may be necessary for the fourth Forward Capacity Auction – the prompt or near-term auction – pursuant to Sections 3.3.2 or 3.4.3, whichever is applicable.

1.6.4 **Grandfathering.**

1.6.4.1 An Interconnection Customer's Generating Facility that is interconnected pursuant to an Interconnection Agreement executed or submitted to the Commission for approval prior to February 1, 2009, will maintain its status as a Network Resource with Network Resource Interconnection Service eligible to participate in the New England Markets, in accordance with the requirements of Market Rule 1, Section III of the Tariff, up to the megawatt amount specified in the Interconnection Agreement, subject to the Interconnection Customer satisfying all requirements set forth in the Interconnection Agreement and this SGIP. If the Generating Facility does not meet the criteria set forth in Section 1.6.4.3 of this SGIP, the Interconnection Customer will be eligible to make a one-time election, pursuant to Section 1.6.3, for Capacity Network Resource treatment without submitting a new Interconnection Request; however, the Interconnection Customer will be required to comply with the requirements for CNR Interconnection Service set forth in Section 1.7.1. Upon completion of the requirements to obtain CNR Interconnection Service, the Interconnection Customer's Interconnection Agreement shall be amended to conform to the SGIA in Exhibit 1 of this SGIP.

1.6.4.2 An Interconnection Customer's Generating Facility governed by an Interconnection Agreement either executed or filed with the Commission in unexecuted form prior to August 1, 2008, shall maintain the Queue Position assigned as of August 1, 2008, and be eligible to participate in the New England Markets, in accordance with the requirements in Market Rule 1, Section III of the Tariff, as in effect as of August 1, 2008, so long as the Interconnection Customer complies with all of the requirements specified in the Interconnection Agreement, including achieving the milestones associated with At-Risk Expenditures, subject to Section 1.5.4 of this SGIP.

1.6.4.3 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a CNR and obtain CNR Interconnection Service, in accordance with this SGIP, up to the CNR Capability of the resource.

The grandfathered CNR Capability for these resources shall be equal to the megawatt amount established pursuant to the following hierarchy:

- (a) First, the megawatt amount specified in an Interconnection Agreement (whether executed or filed in unexecuted form with the Commission).
- (b) Second, in the absence of an Interconnection Agreement with a specified megawatt amount, the megawatt amount specified in an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision).
- (c) Third, in the absence of an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) with a specified megawatt amount, as determined by the System Operator based on the documented historic capability of the Generating Facility.

Where a resource has both an Interconnection Agreement and an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision), the lower megawatt amount will govern until the resource completes the applicable process(es) under the Tariff for obtaining the higher megawatt amount. The absence of an Interconnection Agreement or an approval pursuant to Section I.3.9 (or its predecessor provision) specifying a megawatt amount shall be confirmed by an affidavit executed by a corporate officer of the resource attesting that the resource does not have an Interconnection Agreement and/or an approval pursuant to Section I.3.9 of the Tariff (or its predecessor provision) that specifies a megawatt amount.

Where the governing document (as determined by the hierarchy set forth in 1.6.4.3) specifies a megawatt amount at an ambient temperature consistent with the definition of CNR Capability, the grandfathered CNR Capability shall be equal to that amount.

Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of CNR Capability.

Where the implementation of this Section 1.6.4.3 results in a CNR Capability that is different than previously had been identified, the revised CNR Capability will be applied commencing with the next Forward Capacity Auction qualification process (after the revised CNR Capability value is identified), which is initiated by the Show of Interest Window in accordance with Section III.13 of the Tariff. The

revised CNR Capability will continue to govern until the resource completes the applicable process(es) for obtaining the higher megawatt amount.

1.6.4.4 All resources that are treated as Existing Generating Capacity Resources in the fourth Forward Capacity Auction pursuant to Section III.13 of the Tariff shall receive treatment as a NR and obtain NR Interconnection Services in accordance with this SGIP, up to the NR Capability of the resource. The grandfathered NR Capability shall be determined pursuant to the hierarchy set forth in Section 1.6.4.3.

Where the governing document (as described by the hierarchy set forth in Section 1.6.4.3) of a resource for which a temperature-adjustment curve is used for the claimed capability verification, as set forth in the ISO New England Manuals, specifies a megawatt amount at an ambient temperature, the grandfathered NR Capability shall be equal to a temperature-adjusted value consistent with the definition of NR Capability.

Where the governing document (as determined by the hierarchy set forth in Section 1.6.4.3) does not specify an ambient temperature, the megawatt amount will be deemed to be at the value consistent with the definition of NR Capability.

1.7 Type of Interconnection Services

At the time the Interconnection Request is submitted, the Interconnection Customer must request either CNR Interconnection Service or NR Interconnection Service, as described in Sections 1.7.1 and 1.7.2 below. An Interconnection Customer that meets the requirements to obtain CNR Interconnection Service shall obtain NR Interconnection Service up to the NR Capability upon completion of all requirements for NR Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNR Interconnection Service, the Interconnection Customer shall also receive CNR Interconnection Service for CNR Capability. An Interconnection Customer that meets the requirements to obtain NR Interconnection Service shall receive NR Interconnection Service for the Interconnection Customer's Generating Facility NR Capability.

1.7.1 Capacity Network Resource Interconnection Service

1.7.1.1 **The Product.** The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance

with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR, and to participate in the New England Markets, in accordance with the Tariff, up to the CNR Capability or as otherwise provided in the Tariff, on the same basis as existing CNRs, and to be studied as a CNR on the assumption that such a designation will occur.

1.7.1.2 The Studies. All Interconnection Studies for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System. The CNR Group Study for CNR Interconnection Service shall assure that the Interconnection Customer's Small Generating Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other CNRs and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The Interconnection Request may also be studied with the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

1.7.1.3 Milestones for CNR Interconnection Service. In addition to the requirements set forth in this SGIP, an Interconnection Customer with an Interconnection Request for CNR Interconnection Service shall complete the following milestones prior to receiving CNR Interconnection Service for the CNR Capability, such milestones to be specified in Attachment 4 of the SGIA as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date (except as modified by Agreement with the System Operator pursuant to Section 1.5.4 of this SGIP), in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Generating Facility's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study to determine the cost responsibility for

facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction, as applicable, through which the Interconnection Customer received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study has been completed, the completed Interconnection Study shall be subject to re-study, in accordance with the re-study provisions in this SGIP. If an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If an SGIA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this SGIP shall be subject to re-study. The Attachments to the SGIA shall be amended (pursuant to Article 12.2 of the SGIA) to reflect CNR Capability and the results of the re-study.

1.7.2 Network Resource Interconnection Service

1.7.2.1 The Product. The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which Network Resources are interconnected under the NC Interconnection Standard. NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets in accordance with the provisions of Market Rule 1, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as other Network Resources. Notwithstanding the above, the portion of a Small Generating Facility that has been designated solely as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

1.7.2.2 The Studies. The Interconnection Studies for an Network Resource shall assure that the Interconnection Customer's Small Generating Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NR Interconnection Standard and as

detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions.

However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnecting Transmission Owner why the study of non-peak load conditions is required for reliability purposes.

1.7.2.3 Milestones for NR Interconnection Service. An Interconnection Customer with an Interconnection Request for NR Interconnection Service shall complete the requirements in this SGIP prior to receiving NR Interconnection Service.

1.8 Withdrawal

1.8.1 The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to the Interconnecting Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this SGIP, except as provided in Section 4.2 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, if the Interconnection Customer wishes to dispute the withdrawal notice, the Interconnection Customer shall have fifteen (15) Business Days, unless otherwise provided elsewhere in this SGIP, in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue dispute resolution, and the System Operator shall notify the Interconnecting Transmission Owner and any Affected Parties of the same.

1.8.2 Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during dispute resolution, the System Operator may eliminate the Interconnection Customer's Interconnection Request from the queue until such time that the outcome of dispute resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to the System Operator's receipt of

notice described above. The Interconnection Customer must pay all monies due before it is allowed to obtain any interconnection study data or results.

1.8.3 The System Operator shall update the OASIS Queue Position posting. The System Operator and Interconnecting Transmission Owner shall: (i) arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred; or (ii) arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments. In the event of such withdrawal, the System Operator, subject to the confidentiality provisions of Section 4.5 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

SECTION 2. FAST TRACK PROCESS

2.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Distribution System that is part of the Administered Transmission System if the Small Generating Facility's capacity does not exceed the size limits identified in the table below. Small Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Small Generating Facility will pass the Fast Track screens in section 2.2.1 below or the Supplemental Review screens in section 2.4.4 below.

Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Small Generating Facilities connecting to lines greater than or equal to 69 kilovolt (kV) are ineligible for the Fast Track Process regardless of size. All synchronous and induction machines must be no larger than 2 MW to be eligible for the Fast Track Process, regardless of location. For certified inverter-based systems, the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Small Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher

thresholds according to the table below. In addition to the size threshold, the Interconnection Customer's proposed Small Generating Facility must meet the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the System Operator in conjunction with the Interconnecting Transmission Owner has to have reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

Fast Track Eligibility for Inverter-Based Systems		
Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline ¹ and ≤ 2.5 Electrical Circuit Miles from Substation ²
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤ 2 MW	≤ 3 MW
≥ 15 kV and < 30 kV	≤ 3 MW	≤ 4 MW
≥ 30 kV and < 69 kV	≤ 4 MW	≤ 5 MW

1. For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

2. An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.

2.2 Initial Review

Within fifteen (15) Business Days after the System Operator notifies the Interconnection Customer it has received a complete Interconnection Request, the System Operator in conjunction with the Interconnecting Transmission Owner shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the determinations under the screens.

2.2.1 Screens

2.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Interconnecting Transmission Owner's Distribution System that is subject to the Tariff.

2.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnecting Transmission Owner’s electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW.

2.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

2.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

2.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnecting Transmission Owner’s electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-	Pass screen

	neutral	
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2.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

2.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.

2.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

2.2.1.10 No construction of facilities by the Interconnecting Transmission Owner on its own system shall be required to accommodate the Small Generating Facility.

2.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved for Network Resource interconnection Service and the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer an executable SGIA within five (5) Business Days after the determination.

2.2.3 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer an executable SGIA within five (5) Business Days after the determination. If the Interconnection Request is for Capacity Network Resource Interconnection Service, the Interconnection Customer must also comply with the milestones for CNR Interconnection Service specified in Section 1.7.1.3 of the SGIP.

2.2.4 If the proposed interconnection fails the screens, but the System Operator in conjunction with the Interconnecting Transmission Owner, does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the System Operator in conjunction with the Interconnecting Transmission Owner shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

2.3 Customer Options Meeting

If the System Operator in conjunction with the Interconnecting Transmission Owner determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the System Operator shall notify the Interconnection Customer of that determination within five (5) Business Days after the determination and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of such determination, the System Operator shall offer to convene a customer options meeting with the Interconnection Customer and Interconnecting Transmission Owner to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the determination, or at the customer options meeting:

2.3.1 The Interconnecting Transmission Owner shall offer to perform facility modifications or minor modifications to the Interconnecting Transmission Owner's electric system (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Interconnecting Transmission Owner's electric system. If the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within ten (10) Business Days of the customer options meeting; or

2.3.2 The System Operator shall offer to perform a supplemental review in accordance with section 2.4 and provide a non-binding good faith estimate of the costs of such review; or

2.3.3 The System Operator shall obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the section 3 Study Process.

2.4 Supplemental Review

2.4.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing and submit a deposit to the System Operator for the estimated costs of the supplemental review in the amount of the System Operator's and Interconnecting Transmission Owner's good faith estimate of the costs of such review, both within fifteen (15) Business Days of the offer. If the written agreement and deposit have not been received by the System Operator within that timeframe, the Interconnection Request shall continue to be evaluated under the section 3 Study Process unless it is withdrawn by the Interconnection Customer.

2.4.2 The Interconnection Customer must specify the order in which the System Operator in conjunction with the Interconnecting Transmission Owner will complete the screens in section 2.4.4.

2.4.3 The Interconnection Customer shall be responsible for the System Operator's and the Interconnecting Transmission Owner's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within twenty (20) Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the System Operator and Interconnecting Transmission Owner will return such excess within twenty (20) Business Days of the invoice without interest.

2.4.4 Within thirty (30) Business Days following receipt of the deposit for a supplemental review, the System Operator shall (1) in conjunction with the Interconnecting Transmission Owner, perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the System Operator's and Interconnecting Transmission Owner's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the System Operator shall notify the Interconnection Customer following the failure of any of the screens, or if the System Operator in conjunction with the Interconnecting Transmission Owner is unable to perform the screen in section 2.4.4.1, within two (2) Business Days of making such determination to request Interconnection Customer's permission to: (1) continue evaluating the proposed

interconnection under this section 2.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility under section 3; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

2.4.4.1 Minimum Load Screen: Where twelve (12) months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the System Operator in conjunction with the Interconnecting Transmission Owner shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 2.4.4.

2.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 2.4.4.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV_systems utilizing tracking systems), while all other generation uses absolute minimum load.

2.4.4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Interconnecting Transmission Owner's electric system will be considered as part of the aggregate generation.

2.4. 4.1.3 The System Operator and the Interconnecting Transmission Owner will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

2.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

2.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The System Operator in conjunction with the Interconnecting Transmission Owner shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

2.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

2.4.4.3.2 Whether the loading along the line section is uniform or even.

2.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

2.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

2.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

2.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

2.4.5 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Interconnection Request shall be approved and the System Operator in conjunction with the Interconnecting Transmission Owner will provide the Interconnection Customer with an executable SGIA within the timeframes established in sections 2.4.5.1 and 2.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not

withdraw its Interconnection Request, it shall continue to be evaluated under the section 3 Study Process consistent with section 2.4.5.3 below.

2.4.5.1 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above and does not require construction of facilities by the Interconnecting Transmission Owner on its own system, the SGIA shall be provided within ten (10) Business Days after the notification of the supplemental review results.

2.4.5.2 If interconnection facilities or minor modifications to the Interconnecting Transmission Owner's system are required for the proposed interconnection to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, and the Interconnection Customer agrees to pay for the modifications to the Interconnecting Transmission Owner's electric system, the SGIA, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within fifteen (15) Business Days after receiving written notification of the supplemental review results.

2.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Interconnecting Transmission Owner's system to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the System Operator shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the section 3 Study Process unless the Interconnection Customer withdraws its Small Generating Facility.

SECTION 3. STUDY PROCESS

3.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Administered Transmission System if the Small Generating Facility is no larger than 20 MW and does not meet the eligibility requirements of section 2.1 or does not pass the Fast Track Process or the 10 kW Inverter Process.

3.2 Scoping Meeting

3.2.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The System Operator, the Interconnecting Transmission Owner, the Interconnection Customer and the Affected Party(ies) will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. Before participating in a scoping meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on the OASIS an advance notice of its intent to do so.

3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request, including: (i) the estimated timeline for completing all applicable Interconnection Studies, (ii) exchange pertinent information including any transmission data that would reasonably be expected to impact interconnection options, (iii) analyze such information, and (iv) determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. If a PSCAD model is required, the Parties shall discuss this at the Scoping Meeting. The Parties shall discuss whether the System Operator should perform an Interconnection Feasibility Study or proceed directly to an Interconnection System Impact Study, or an Interconnection Facilities Study, or an SGIA.

Within five (5) Business Days following the scoping meeting, the Interconnection Customer shall notify the System Operator, in writing: (i) whether it wants the Interconnection Feasibility Study to be completed, as a separate and distinct study or as part of the Interconnection System Impact Study, and (ii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement (Attachment 6), or the Interconnection System Impact Study Agreement (Attachment 7) if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested an Interconnection Feasibility Study must return the executed Interconnection Feasibility Study Agreement (or Interconnection System Impact Study Agreement if the Interconnection Customer elected not to pursue the Interconnection Feasibility Study), within fifteen (15) Business Days.

3.3 Interconnection Feasibility Study

3.3.1 Interconnection Feasibility Study Agreement. Within five (5) Business Days following the Interconnection Customer's request for an Interconnection Feasibility Study, the System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement signed by the System Operator and Interconnecting Transmission Owner, including an outline of the scope of the Interconnection Feasibility Study and a non-binding good faith estimate of the cost to perform the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than fifteen (15) Business Days after its receipt of the Interconnection Feasibility Study Agreement, the Interconnection Customer shall execute and deliver the agreement, including completed attachments, to System Operator and the Interconnecting Transmission Owner, together with the refundable deposit of the lesser of 50 percent of the good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Feasibility Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. System Operator shall continue to hold any amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.3.2 Scope of Interconnection Feasibility Study. The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study does not require detailed model development. The Interconnection Feasibility Study will consider the Base Cases as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and

may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct the Interconnection Facilities and Network Upgrades; (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work for Interconnection Facilities and Network Upgrades. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.3, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

3.3.3 Interconnection Feasibility Study Procedures. The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than thirty (30) Business Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 3.3.1. At the request of the Interconnection Customer or at any time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the

Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

3.3.4 Meeting with Parties. Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

If the feasibility study shows no potential for adverse system impacts, the System Operator shall send the Interconnection Customer an Interconnection Facilities Study Agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, an executable SGIA shall be tendered to the Interconnection Customer within five (5) Business Days of the provision of the Interconnection Feasibility Study report. If no Interconnection System Impact Study of the Administered Transmission System is required, as a result of the Interconnection Feasibility Study, but potential electric power Distribution System adverse system impacts are identified in the scoping meeting or shown in the Interconnection Feasibility Study, a distribution system impact study must be performed. The System Operator shall send the Interconnection Customer a distribution system impact study agreement within fifteen (15) Business Days of transmittal of the feasibility study report, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no Interconnection Feasibility Study is to be performed.

3.3.5 Re-Study. If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resources(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take not longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection

Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement. The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

3.4 Interconnection System Impact Study

3.4.1 Interconnection System Impact Study Agreement. Within five (5) Business Days following the Interconnection Feasibility Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe to perform the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA.

3.4.2 Execution of Interconnection System Impact Study Agreement. The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement, including completed attachments, to the System Operator no later than fifteen (15) Business Days after its receipt along with (1) demonstration of Site Control, (2) a refundable deposit of 50 percent of the good faith estimated cost for the transmission portion of the Interconnection System Impact Study and 100 percent of the good faith estimated cost for the distribution portion of the Interconnection System Impact Study and (3) a PSCAD model if one was determined to be needed at the Scoping Meeting; provided that if a PSCAD model was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of

developing the study agreement and its attachment(s) and the cost of developing the SGIA. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the SGIA.

The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the transmission portion of the Interconnection System Impact Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.4.3 Scope of Interconnection System Impact Study. The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNR Interconnection Request that elected to waive the Interconnection Feasibility Study may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement. The Interconnection System Impact Study will

consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility, (ii) a non-binding good faith estimated time to construct, (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 3.4.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

3.4.4 Interconnection System Impact Study Procedures. The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within forty-five (45) Business Days after the receipt of the Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 3.4.2. At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection

Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

3.4.5 Meeting with Parties. Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study. Within five (5) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection.

If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the SGIA: (i) Siting approval for the Generating Facility and Interconnection Facilities; (ii) Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Initial Synchronization Date; and (v) Commercial Operation Date. Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

3.4.6 Re-Study. If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resources(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection

System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

3.4.7 Operational Readiness. The System Operator shall, as close to the Interconnection Customer's actual Synchronization Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Generating Facility. The operational analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer. The System Operator is not obligated to perform the operational analyses described in this Section 3.4.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Generating Facility to the Administered Transmission System is remote and speculative.

3.5 Interconnection Facilities Study

3.5.1 Interconnection Facilities Study Agreement. The Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection and proceed with a SGIA in accordance with the requirements specified in Section 4.8. If the Interconnection Customer elects to proceed with an Interconnection Facilities Study, the System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Attachment 8 to this SGIP simultaneously with the delivery of the Interconnection System Impact Study report to the Interconnection Customer. The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the SGIA. Within five (5) Business Days following the Interconnection Customer's Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer the Interconnection Facilities Study Agreement along with a non-binding good faith estimate of the cost to perform the Interconnection Facilities Study. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement, including completed attachments, to the System Operator within thirty (30) Business Days

after its receipt, together with the required refundable deposit of the non-binding good faith estimated costs for the Interconnection Facilities Study. The Interconnection Customer may request an extension of the deadline, not to exceed sixty (60) Business Days, by which to return the executed Interconnection Facilities Study Agreement. Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer. The System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the SGIA. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

3.5.2 Scope of Interconnection Facilities Study. The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost, (ii) identify configurations of required facilities, and (iii) identify time requirements for construction and installation of required facilities. Design for any required Interconnection Facilities and/or Network Upgrades shall also be performed under the Interconnection Facilities Study. The Interconnection Customer, the System Operator, the Interconnecting Transmission Owner, and the Affected Party(ies), if any, may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design shall be reviewed and may be modified prior to

acceptance by the Interconnecting Transmission Owner, under the provisions of the Interconnection Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the System Operator and/or the Interconnecting Transmission Owner shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain any independent design and cost estimates for any necessary facilities.

3.5.3 Interconnection Facilities Study Procedures. The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: forty-five (45) Business Days if upgrades are necessary, or thirty (30) Business Days if upgrades are not necessary. At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required. The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Business Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study

report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of this SGIP and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

3.5.4 Meeting with Parties. Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study. Within thirty (30) Business Days of receipt of the study results, the Interconnection Customer shall provide written notice whether it agrees to pay for the Interconnection Facilities and upgrades identified in the Interconnection Facilities Study. An executable SGIA shall be tendered by the System Operator in conjunction with the Interconnecting Transmission Owner to the Interconnection Customer within five (5) Business Days of receipt of such agreement.

3.5.5 Re-Study. If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a

modification to a transmission project included in the Base Case, the System Operator shall so notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than thirty (30) Business Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

SECTION 4. PROVISIONS THAT APPLY TO ALL INTERCONNECTION REQUESTS

4.1 Reasonable Efforts

The System Operator and Interconnecting Transmission Owner shall make Reasonable Efforts to meet all time frames provided in these procedures unless the System Operator, the Interconnecting Transmission Owner and the Interconnection Customer agree to a different schedule. If the System Operator or Interconnecting Transmission Owner cannot meet a deadline provided herein, it shall notify the other Parties, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

4.2 Disputes

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

4.2.2 In the event of a dispute, the Party initiating the dispute resolution process shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

4.2.3 If the dispute has not been resolved within two (2) Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

4.2.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert)

to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.

4.2.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its own costs and its pro rata share of any costs paid to the neutral party and any associated common negotiating costs.

4.2.6 If none of the Parties elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.

4.3 Interconnection Metering

Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Commission, state, or local regulatory requirements and with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

4.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards.

4.4.1 The System Operator and the Interconnecting Transmission Owner must be given at least five (5) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

4.5 Confidentiality

4.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party(ies) that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such. Confidential information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's

technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an SGIA.

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

4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.

4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

4.5.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission. The Party shall notify the other Party(ies) when it is notified by the Commission that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

4.6 Comparability

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this document. The System Operator and Interconnecting Transmission Owner shall use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Interconnecting Transmission Owner, its subsidiaries or affiliates, or others.

4.7 Record Retention

The System Operator shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

4.8 SGIA

In accordance with Section 3, the System Operator and the Interconnecting Transmission Owner shall tender to the Interconnection Customer a draft SGIA, together with draft attachments completed to the extent practicable. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form SGIA, including the attachments, within fifteen (15) Business Days. Within five (5) Business Days, the System Operator and the Interconnecting Transmission Owner shall issue a final draft of the SGIA to the Interconnection Customer. The Interconnection Customer and the Interconnecting Transmission Owner shall have fifteen (15) Business Days or another mutually agreeable timeframe to sign three (3) originals of the SGIA and return them to the System Operator, who will send an original fully executed SGIA to Interconnecting Transmission Owner and Interconnection Customer, or the Interconnection Customer shall request that an unexecuted SGIA be filed with the Commission. If the Interconnection Customer does not sign the SGIA, or ask that it be filed unexecuted within thirty (30) Business Days after its receipt of the final draft of the SGIA, the Interconnection Request shall be deemed withdrawn. After the SGIA is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the SGIA.

The Interconnection Customer, the Interconnecting Transmission Owner and the System Operator shall be Parties to the SGIA.

4.9 Coordination with Affected Systems

The System Operator shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include

those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The System Operator will include such Affected System operators in all meetings held with the Interconnection Customer as required by the SGIP. The Interconnection Customer will cooperate with the System Operator and the Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies). The System Operator shall seek the cooperation of all Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Parties.

4.10 Evaluation of a Small Generating Facility Interconnection Request

4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total energy capability or capacity capability of the Small Generating Facility.

4.10.2 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.

4.10.3 The Interconnection Request shall be evaluated using the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System. However, if the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the System Operator's and Interconnecting Transmission Owner's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Administered Transmission System. If the System Operator and the Interconnecting

Transmission Owner do not agree with the manner in which the Interconnection Customer proposes to implement the limit, then the Interconnection Request must be withdrawn or revised to specify the maximum energy capability and capacity capability that the Small Generating Facility is capable of injecting into the Administered Transmission System without such limitations. Furthermore, nothing in this section shall prevent the System Operator from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

Administered Transmission System – The PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Affected Party– The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affected System – Any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affiliate – With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

At-Risk Expenditure – Money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (i) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and surveys, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case – Base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists provided by System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements; such databases and lists shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. Base Cases also include data provided by the Interconnection Customer, where applicable, to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

Business Day – Monday through Friday, excluding Federal Holidays.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) – The criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) – That portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) – (i) In the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating

Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 1.6.4.3 of this SGIP, the total megawatt amount determined pursuant to the hierarchy established in Section 1.6.4.3. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) – The study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) – The Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Commercial Operation – The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date – For a unit, the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Standard Small Generator Interconnection Agreement.

Distribution System – The Interconnecting Transmission Owner’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Interconnecting Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility that meets the eligibility requirements of section 2.1 and includes the section 2 screens, customer options meeting, and optional supplemental review.

Generating Facility – The Interconnection Customer’s device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

Initial Synchronization Date – The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date – The date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner – A Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnection Customer – Any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Small Generating Facility with the Administered Transmission System under the Standard Small Generator Interconnection Procedures.

Interconnection Facilities – The Interconnecting Transmission Owner’s Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include

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

Interconnection Facilities Study – A study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner’s Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5.2 of the Standard Small Generator Interconnection Procedures.

Interconnection Facilities Study Agreement – The form of agreement contained in Attachment 8 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study – A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

Interconnection Feasibility Study Agreement – The form of agreement contained in Attachment 6 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request – The Interconnection Request shall mean an Interconnection Customer's request, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP; (iii) make a modification to the operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected to the Administered Transmission System; (iv) commence participation in the wholesale markets by, an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service – The service provided by the System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Small Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study – Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Small Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement – Any of the following agreements: The Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, and the Interconnection Facilities Study Agreement attached to the Standard Small Generator Interconnection Procedures.

Interconnection System Impact Study – An engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Small Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

Interconnection System Impact Study Agreement – The form of agreement contained in Attachment 7 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

Network Capability Interconnection Standard (“NC Interconnection Standard”) – The minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Resource (“NR”) – The portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability (“NR Capability”) – The maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 1.6.4.4 of this SGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 1.6.4.4.

Network Resource Interconnection Service (“NR Interconnection Service”) – The Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades – Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Administered Transmission System to accommodate the interconnection with the Small Generating Facility to the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

Notice of Dispute – A written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

Party– The System Operator, Interconnecting Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Administered Transmission System.

Queue Position – The order of a valid request in the New England Control Area, relative to all other pending valid requests in the New England Control Area, that is established based upon the date and time of receipt of the valid Interconnection Request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher-queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

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

Small Generating Facility – A Generating Facility having a maximum gross capability at or above zero degrees F of 20 MW or less.

Stand Alone Network Upgrades – Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement.

Study Process – The procedure for evaluating an Interconnection Request that includes the section 3 scoping meeting, Interconnection Feasibility Study, Interconnection System Impact Study, and Interconnection Facilities Study.

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

Upgrades – The required additions and modifications to the Administered Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

**SMALL GENERATOR INTERCONNECTION REQUEST
(Application Form)**

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP Section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the proposed modifications do not require additional real property.

_____Site Control is not provided because the proposed modification is to the Interconnection Customer's existing Small Generating Facility and, by checking this option, the Interconnection Customer certifies that it has Site Control and that the proposed modification does not require additional real property.

Preamble and Instructions

An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the System Operator.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is \$4.50/kW (minimum of \$300 and maximum of \$7,500). The kW are the maximum gross kW of the Small Generating Facility. The Fast Track Process is limited to a Small Generating Facility that meets the eligibility requirements of section 2.1 and certain codes, standards and certification requirements.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the System Operator a non-refundable deposit of \$2,500 towards the cost of the scoping meeting, the development of the interconnection study agreements, interconnection studies, and development of the SGIA.

Interconnection Customer Information

Proposed Project Name: _____

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

ISO Customer ID# (if available): _____

Contact Person: _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

- Application is for: _____ New Small Generating Facility
_____ Capacity addition to or modification of an Existing Small Generating Facility
_____ Commencement of participation in the wholesale markets by an Existing Small Generating Facility
_____ A change from Network Resource Interconnection Service to Capacity Network Resource Interconnection Service

If capacity addition to or modification of an existing facility, please describe: _____

If the capacity addition increases the maximum gross megawatt electrical output at an ambient temperature of 20 degrees F of the Generating Facility to more than 20 MW, the Interconnection Customer shall apply under Schedule 22.

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes ___ No ___

To Supply Power to the Interconnection Customer? Yes ___ No ___

To Supply Power to Others? Yes ___ No ___

Is the Interconnection Request for:

Service Type (check one):

_____ Capacity Network Resource Interconnection Service (energy capability and capacity capability)

or

_____ Network Resource Interconnection Service (energy capability only)

A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? Yes _____ No _____

A Qualifying Facility where 100% of the output will be sold to its host utility?

Yes _____ No _____

An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? Yes _____ No _____

An existing Small Generating Facility commencing participation in the wholesale markets?

Yes _____ No _____

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

(Local Electric Service Provider)

(Existing Account Number)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Small Generating Facility Information

Interconnection Customer's Requested Initial Synchronization Date: _____

Interconnection Customer's Requested In-Service Date: _____

Interconnection Customer's Requested Commercial Operation Date: _____

Proposed Point of Interconnection: _____

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: Solar Wind Hydro Hydro Type (e.g. Run-of-River): _____

Diesel Natural Gas Fuel Oil Other (state type) _____

Prime Mover: Fuel Cell Recip Engine Gas Turb Steam Turb

Microturbine PV Other

Type of Generator: Synchronous Induction Inverter

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

Will the generator have energy storage capacity? Yes No

If Yes, describe the energy storage device and specifications:

Provide the maximum output of each generator including each energy storage device: __

Generating Facility Capacity (MW):

	Maximum Net MW Electrical Output	Maximum Gross MW Electrical Output
At 90 degrees F or higher		
At 50 degrees F or higher		
At 20 degrees F or higher		
At zero degrees F or higher		

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? ___Yes ___No

Generator (or solar collector)

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: _____ Elevation: _____ ___Single phase ___Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

For all generation types: A completed fully functioning, non-proprietary or non-confidential Siemens PTI's ("PSSE") power flow model or other compatible formats, such as IEEE and General Electric Company Power Systems Load Flow ("PSLF") data sheet, must be supplied with this Interconnection Request. If additional non-proprietary or non-confidential data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous ___ or RMS? _____

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Generator AC resistance R_a _____

Direct Axis Synchronous Reactance, X_d : _____ P.U.

Direct Axis Transient Reactance, X'_d : _____ P.U.

Direct Axis Subtransient Reactance, X''_d : _____ P.U.

Negative Sequence Reactance, X_2 : _____ P.U.

Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

$I_2^2 t$ or K (Heating Time Constant): _____

Rotor Resistance, R_r : _____

Stator Resistance, R_s : _____

Stator Reactance, X_s : _____

Rotor Reactance, X_r : _____

Magnetizing Reactance, X_m : _____

Short Circuit Reactance, X_d'' : _____

Exciting Current: _____

Temperature Rise: _____

Frame Size: _____

Design Letter: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the System Operator prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? ___Yes ___No

Will the transformer be provided by the Interconnection Customer? ___Yes ___No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___ single phase ___ three phase? Size: _____ kVA
Transformer Impedance: _____% on _____ kVA Base

If Three Phase:

Transformer Primary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded
Transformer Secondary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded
Transformer Tertiary: ___ Volts ___ Delta ___ Wye ___ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____
Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	Setpoint Function	Minimum	Maximum
1.	_____	_____	_____
2.	_____	_____	_____

3. _____

4. _____

5. _____

6. _____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: ___ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: ___ Proposed Ratio Connection: _____

Potential Transformer Data (If Applicable):

Manufacturer: _____

Type: _____ Accuracy Class: ___ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: ___ Proposed Ratio Connection: _____

General Information

Enclose two copies of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Are two copies of One-Line Diagram Enclosed? ___Yes ___No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ___Yes ___No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? ___Yes ___No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

<p><u>In order for a Small Generator Interconnection Request to be considered a valid request, it must:</u></p>

- (a) Be accompanied by the applicable deposit, which shall be non-refundable;
- (b) Include documentation of Site Control, if applicable;
- (c) Include a detailed map (2 copies), such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;
- (d) Include two copies, signed and stamped by a licensed Professional Engineer, of the site electrical one-line diagram; and
- (e) Include all information and data required on the Interconnection Request form.

Certification Codes and Standards

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Certification of Small Generator Equipment Packages

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.
- 6.0 An equipment package does not include equipment provided by the utility.
- 7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

10 kW Inverter Process

Solely applicable for Network Resource Interconnection Service

- 1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the System Operator.
- 2.0 The System Operator acknowledges to the Customer receipt of the Application within three Business Days of receipt.
- 3.0 The System Operator in conjunction with the Interconnecting Transmission Owner evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.
- 4.0 The System Operator in conjunction with the Interconnecting Transmission Owner verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). The System Operator has 15 Business Days to complete this process. Unless the System Operator in conjunction with the Interconnecting Transmission Owner determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the System Operator approves the Application and returns it to the Customer. Note to Customer: Please check with the System Operator before submitting the Application if disconnection equipment is required.
- 5.0 After installation, the Customer returns the Certificate of Completion to the System Operator. Prior to parallel operation, the System Operator and Interconnecting Transmission Owner may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- 6.0 The System Operator in conjunction with the Interconnecting Transmission Owner notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Interconnecting Transmission Owner has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Interconnecting Transmission Owner is obligated to complete this witness test within ten Business Days of the

receipt of the Certificate of Completion. If the Interconnecting Transmission Owner does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.

- 7.0 Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the System Operator and the Interconnecting Transmission Owner, that contact information must be provided on the Application.
- 8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.
- 9.0 UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.

Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW

This Application is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.4, documentation of Site Control must be submitted with the Interconnection Request, except where the Interconnection Request is for a modification to the Interconnection Customer's existing Small Generating Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property. Additional information to evaluate the Application may be required.

Processing Fee

A non-refundable processing fee of \$100 must accompany this Application.

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

Small Generating Facility Information

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Is the Interconnection Request for:

A retail customer interconnecting a new Small Generating Facility that will produce electric energy to be consumed only on the retail customer's site? Yes____No____

A Qualifying Facility where 100% of the output will be sold to its host utility?
Yes____No____

An Interconnection Customer interconnecting a new Small Generating Facility that plans to participate in the wholesale markets? Yes____No____

An existing Small Generating Facility commencing participation in the wholesale markets?
Yes____No____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell

Turbine Other _____

Energy Source: Solar Wind Hydro Diesel Natural Gas

Fuel Oil Other (describe) _____

Is the equipment UL1741 Listed? Yes____No____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small Generator Interconnection Procedures (SGIP), or the Interconnecting Transmission Owner has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Small Generating Facility

(For Internal use only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Interconnecting Transmission Owner Signature: _____

Title: _____ Date: _____

Application ID number: _____

Interconnecting Transmission Owner waives inspection/witness test? Yes ___ No ___

System Operator Signature: _____

Title: _____ Date: _____

Application ID number: _____

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes _____ No _____

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Interconnecting Transmission Owner: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert System Operator and Interconnecting Transmission Owner information below):

Name: _____

System Operator: _____

Address: _____

City, State ZIP: _____

Fax: _____

Name: _____

Interconnecting Transmission Owner:

Address: _____

City, State ZIP: _____

Fax: _____

Approval to Energize the Small Generating Facility

(For Internal use only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

Interconnecting Transmission Owner Signature: _____

Title: _____ Date: _____

System Operator Signature: _____

Title: _____ Date: _____

**Terms and Conditions for Interconnecting an Inverter-Based
Small Generating Facility No Larger than 10kW**

1.0 Construction of the Facility

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the System Operator approves the Interconnection Request (the "Application") and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may operate Small Generating Facility and interconnect with the Interconnecting Transmission Owner's (the "Company") electric system once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the System Operator and the Company, and

2.3 The Company has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what

steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Company waives the right to inspect the Small Generating Facility.

2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

3.0 **Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 **Access**

The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

5.0 **Disconnection**

The Company may temporarily disconnect the Small Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.

5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 **Insurance**

The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state.

8.0 **Limitation of Liability**

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

9.0 **Termination**

The agreement to operate in parallel may be terminated under the following conditions:

9.1 By the Customer

9.2 By providing written notice to the Company and the System Operator.

9.3 By the Company or the System Operator

9.4 If the Small Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.

10.0 **Permanent Disconnection**

In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

11.0 **Survival Rights**

This Agreement shall continue in effect after termination to the extent necessary to allow or require any Party to fulfill rights or obligations that arose under the Agreement.

12. **Assignment/Transfer of Ownership of the Facility**

This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the System Operator and the Company.

Attachment 6

Interconnection Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____
20__ by and between _____,
a _____ organized and existing under the laws of the State of
_____, ("Interconnection Customer,") and ISO New
England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System
Operator"), and _____, a _____
existing under the laws of the State of _____,
("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and
Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Administered Transmission System; and

WHEREAS, Interconnection Customer has requested the System Operator and Interconnecting Transmission Owner to perform an Interconnection Feasibility Study to assess the feasibility of

interconnecting the proposed Small Generating Facility with the facilities that are part of the Interconnecting Transmission Owner's Administered Transmission System, and of any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures ("SGIP"), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection Feasibility Study consistent the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with the standard Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the Interconnection Feasibility Study may be extended by agreement of the Parties.
- 5.0 In performing the study, the System Operator and Interconnecting Transmission Owner shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.

- 6.0 The Interconnection Feasibility Study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:
 - 6.1 Initial identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3 Initial review of grounding requirements and electric system protection; and
 - 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues and length of time that would be necessary to construct the facilities.
 - 6.5 To the extent the Interconnection Customer requested a preliminary analysis as described in Section 3.3.2 of the SGIP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Generating Facility to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.
- 7.0 The Interconnection Feasibility Study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
- 9.0 A deposit, paid to the System Operator, of the lesser of 50 percent of good faith estimated Interconnection Feasibility Study costs or earnest money of \$1,000 shall be required from the Interconnection Customer.
- 10.0 Once the Interconnection Feasibility Study is completed, an Interconnection Feasibility Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Feasibility Study must be completed and the Interconnection

Feasibility Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Feasibility Study.

11.0 The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$ [insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted. 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Miscellaneous.

13.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

13.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any

representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

13.3 Force Majeure, Liability and Indemnification.

13.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

13.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other

liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

13.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 13.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.
- 13.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 13.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- 13.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 13.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

- 13.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 13.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 13.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.
- 13.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 13.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a

third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

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

13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

13.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

13.16 Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the

Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator]

[Insert name of Interconnection Customer]

Signed _____

Name (Printed):

Title _____

Signed _____

Name (Printed):

Title _____

[Insert name of Interconnecting Transmission Owner]

Signed _____

Name (Printed):

Title _____

Interconnection System Impact Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____
20__ by and between _____,
a _____ organized and existing under the laws of the State of
_____, ("Interconnection Customer,") and ISO New
England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System
Operator"), and
_____, a _____
existing under the laws of the State of _____,
("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and
Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or
generating capacity addition to an existing Small Generating Facility consistent with the Interconnection
Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the
Administered Transmission System;

WHEREAS, the System Operator and Interconnecting Transmission Owner have completed an
Interconnection Feasibility Study and provided the results of said study to the Interconnection Customer
(This recital to be omitted if the Parties have agreed to forego the Interconnection Feasibility Study.); and

WHEREAS, the Interconnection Customer has requested the System Operator and Interconnecting
Transmission Owner to perform an Interconnection System Impact Study(s) to assess the impact of
interconnecting the Small Generating Facility with the facilities that are part of the Interconnecting
Transmission Owner's Administered Transmission System, and of any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of an Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 An Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by Interconnection Customer in the Interconnection Request. The System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 An Interconnection System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. An Interconnection System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. An Interconnection System Impact Study shall provide a list of facilities that are required as a result

of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

- 6.0 A distribution Interconnection System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 7.0 Affected Systems may participate in the preparation of an Interconnection System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon an Interconnection System Impact Study that covers potential adverse system impacts on their electric systems, and the System Operator and Interconnecting Transmission Owner have 20 additional Business Days to complete an Interconnection System Impact Study requiring review by Affected Systems.
- 8.0 If the System Operator uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the Interconnection System Impact Study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced.
- 8.1 Are directly interconnected with the Administered Transmission System; or
- 8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
- 8.3 Have a pending higher queued Interconnection Request to interconnect with the Administered Transmission System.
- 9.0 A distribution Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission Interconnection System Impact Study, if required, shall

be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties.

10.0 A deposit of the equivalent of the good faith estimated cost of a distribution Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer; and the one half the good faith estimated cost of a transmission Interconnection System Impact Study shall be paid to the System Operator by the Interconnection Customer.

11.0 The total estimated cost of the performance of the Interconnection System Impact Study consists of \$[insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Miscellaneous.

13.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

13.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or

used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

13.3 Force Majeure, Liability and Indemnification.

13.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

13.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its

gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

13.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds

or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 13.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 13.2 and 13.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall not be deemed third party beneficiaries of Sections 13.2 and 13.3.
- 13.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 13.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 13.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

- 13.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 13.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 13.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 13.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 13.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 13.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.

- 13.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 13.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 13.15 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 13.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 13.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 13.16 Reservation of Rights. Subject to the TO Agreement, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with

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

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator] [Insert name of Interconnection Customer]

_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

[Insert name of Interconnecting Transmission Owner]

Signed_____
Name (Printed):

Title _____

**Attachment A to System
Impact Study Agreement**

Assumptions Used in Conducting the System Impact Study

The Interconnection System Impact Study shall be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer, System Operator and Interconnecting Transmission Owner.

Interconnection Facilities Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____
20__ by and between _____,
a _____ organized and existing under the laws of the State of
_____, ("Interconnection Customer,") and ISO New
England Inc., a non-stock corporation existing under the laws of the State of Delaware ("System
Operator"), and
_____, a _____
existing under the laws of the State of _____,
("Interconnecting Transmission Owner"). Interconnection Customer, System Operator and
Interconnecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or
generating capacity addition to an existing Small Generating Facility consistent with the Interconnection
Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the
Administered Transmission System;

WHEREAS, the System Operator and Interconnecting Transmission Owner have completed an
Interconnection System Impact Study and provided the results of said study to the Interconnection
Customer; and

WHEREAS, the Interconnection Customer has requested the System Operator and Interconnecting
Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the
equipment, engineering, procurement and construction work needed to implement the conclusions of the
Interconnection System Impact Study in accordance with Good Utility Practice to physically and
electrically connect the Small Generating Facility with the facilities that are part of the Interconnecting

Transmission Owner's Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff").
- 2.0 The Interconnection Customer elects and the System Operator and Interconnecting Transmission Owner shall cause an Interconnection Facilities Study consistent with the standard Small Generator Interconnection Procedures to be performed in accordance with the Open Access Transmission Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to data provided in Attachment A to this Agreement.
- 4.0 The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the Interconnection System Impact Study(s). The Interconnection Facilities Study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.
- 5.0 The System Operator and Interconnecting Transmission Owner may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 A deposit, paid to the System Operator, of the good faith estimated Interconnection Facilities Study costs shall be required from the Interconnection Customer.
- 7.0 In cases where Upgrades are required, the Interconnection Facilities Study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are

necessary, and the required facilities are limited to Interconnection Facilities, the Interconnection Facilities Study must be completed within 30 Business Days.

8.0 Once the Interconnection Facilities Study is completed, an Interconnection Facilities Study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the Interconnection Facilities Study must be completed and the Interconnection Facilities Study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct an Interconnection Facilities Study.

9.0 The total estimated cost of the performance of the Interconnection Facility Study consists of \$ [insert], which is comprised of the System Operator's cost of \$[insert] and the Interconnecting Transmission Owner's cost of \$[insert]. The Interconnection Customer may be invoiced on a monthly basis for work to be conducted.

10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the System Operator or Interconnecting Transmission Owner, as applicable, shall refund such excess within 30 calendar days of the invoice without interest.

11.0 Miscellaneous.

11.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

11.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility

Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

11.2 Force Majeure, Liability and Indemnification.

11.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all Reasonable Efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

11.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or

omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

11.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be

reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 11.4 Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns. Notwithstanding the foregoing, and without limitation of Sections 11.2 and 11.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall not be deemed third party beneficiaries of Sections 11.2 and 11.3.
- 11.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 11.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 1.8 of the SGIP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 11.6 Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

- 11.7 Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (1) such portion or provision shall be deemed separate and independent; (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (3) the remainder of this Agreement shall remain in full force and effect.
- 11.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 11.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 11.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 11.11 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 11.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect. Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the System Operator and the Interconnecting Transmission Owner. Any waiver of this Agreement shall, if requested, be provided in writing.

- 11.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 11.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 11.15 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 11.15.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the System Operator or Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 11.15.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.
- 11.16 Reservation of Rights. Subject to the TOA, the System Operator and the Interconnecting Transmission Owner shall have the right to make a unilateral filing with the Commission

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of System Operator] [Insert name of Interconnection Customer]

_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title_____	Title_____

[Insert name of Interconnecting Transmission Owner]

Signed_____

Name (Printed):

Title _____

**Attachment A to
Interconnection Facilities Study Agreement**

**Data to Be Provided by the Interconnection Customer
with the Interconnection Facilities Study Agreement**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location.
(Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes ____ No ____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes ____ No ____

(Please indicate on the one-line diagram).

What type of control system or Power Line Carrier (“PLC”) will be located at the Small Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Administered Transmission System.

Tower number observed in the field. (Painted on tower leg)*:

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Small Generating Facility located in Transmission Provider's service area?

Yes _____ No _____ If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers
receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

**STANDARD SMALL GENERATOR
INTERCONNECTION AGREEMENT (SGIA)**

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THIS STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT ("Agreement")

is made and entered into this _____ day of _____, 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Small Generating Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("System Operator"), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnecting Transmission Owner"). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

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

Article 1. Scope and Limitations of Agreement

1.1 Applicability:

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

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Interconnecting Transmission Owner's facilities that are part of the Administered Transmission System.

1.3 No Agreement to Purchase or Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection

Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Party.

1.4 Limitations

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

1.5 Responsibilities of the Parties

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

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Interconnecting Transmission Owner shall construct, operate, and maintain its transmission facilities and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

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

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the

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

1.5.6 The System Operator, with input from the Interconnecting Transmission Owner, shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to the ISO New England Operating Documents, and the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

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

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of

Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similarly situated generators on a comparable basis and in accordance with Operating Requirements. The requirements of this paragraph shall not apply to wind generators.

1.8.2 Interconnection Customers shall be compensated for reactive power service in accordance with Schedule 2 of the Tariff.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement. Capitalized terms in Schedule 23 that are not defined in the Glossary of Terms shall have the meanings specified in Sections I.2.2. of the Tariff.

1.10 Scope of Service

1.10.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

NR for NR Interconnection Service (NR Capability Only)

CNR for CNR Interconnection Service (NR Capability and CNR Capability)

1.10.1.1 Capacity Network Resource Interconnection Service (CNR Interconnection Service)

(a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other CNRs are interconnected under the CC Interconnection Standard. CNR Interconnection Service allows the Interconnection Customer's Small Generating Facility to be designated as a CNR to participate in the New England Markets, in accordance with Market Rule 1,

Section III of the Tariff, up to the net CNR Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff, on the same basis as all other existing Capacity Network Resources, and to be studied as a Capacity Network Resource on the assumption that such a designation will occur.

1.10.1.2 Network Resource Interconnection Service (NR Interconnection Service).

- (a) The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the Small Generating Facility in a manner comparable to that in which all other Network Resources are interconnected under the NC Interconnection Standard.

NR Interconnection Service allows the Interconnection Customer's Small Generating Facility to participate in the New England Markets, in accordance with Market Rule, Section III of the Tariff, up to the gross and net NR Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of a Small Generating Facility that has been designated as a Network Resource interconnected under the NC Interconnection Standard cannot be a capacity resource under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNR Interconnection Service.

1.10.1.3 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Small Generating Facility at the Point of Interconnection.

1.10.1.4 Performance Standards. Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements

and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend the SGIA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

1.10.1.5 No Transmission Service Delivery. The execution of this SGIA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

1.10.1.6 Transmission Delivery Service Implications. CNR Interconnection Service and NR Interconnection Service allow the Interconnection Customer's Small Generating Facility to be designated by any Network Customer under the Tariff on the New England Transmission System as a Capacity Network Resource or Network Resource, up to the net CNR Capability or NR Capability, respectively, on the same basis as all other existing Capacity Network Resources and Network Resources interconnected to the New England Transmission System, and to be studied as a Capacity Network Resource or a Network Resource on the assumption that such a designation will occur. Although CNR Interconnection Service and NR Interconnection Service do not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Small Generating Facility in the same manner as it accesses Capacity Network Resources and Network Resources. A Small Generating Facility receiving CNR Interconnection Service or NR Interconnection Service may also be used to provide Ancillary Services, in accordance with the Tariff and Market Rule 1, after technical studies and/or periodic analyses are performed with respect to the Small Generating Facility's ability to provide any applicable Ancillary Services,

provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Capacity Network Resource or Network Resource. However, if an Interconnection Customer's Small Generating Facility has not been designated as a Capacity Network Resource or as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all Generating Facilities that are similarly situated.

CNR Network Interconnection Service and NR Interconnection Service do not necessarily provide the Interconnection Customer with the capability to physically deliver the output of its Small Generating Facility to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Small Generating Facility shall be subject to the applicable congestion management procedures for the New England Transmission System in the same manner as other Capacity Network Resources or Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Interconnection Customer's Small Generating Facility be designated as a Capacity Network Resource or as a Network Resource by a Network Customer under the Tariff or that the Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Small Generating Facility as either a Capacity Network Resource or a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining CNR Interconnection Service or NR Interconnection Service, as long as the Small Generating Facility has not been deemed to be retired, any future transmission service request for delivery from the Small Generating Facility on the New England Transmission System of any amount of capacity

capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Small Generating Facility be undertaken, regardless of whether or not such Small Generating Facility is ever designated by a Network Customer as a Capacity Network Resource or Network Resource and regardless of changes in ownership of the Small Generating Facility. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Small Generating Facility outside the New England Transmission System, or if the unit has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

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

2.1 Equipment Testing and Inspection

- 2.1.1. The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the System Operator and the Interconnecting Transmission Owner of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Interconnecting Transmission Owner may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Interconnecting Transmission Owner a written test report when such testing and inspection is completed.
- 2.1.2. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Interconnecting Transmission Owner of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices

owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

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

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the New England Transmission System [or Interconnecting Transmission Owner's transmission facilities] without prior written authorization of the Interconnecting Transmission Owner. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

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

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous

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

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

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner shall promptly file this Agreement with the Commission upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and by mutual agreement of the Parties shall remain in effect for a period of _____ years, (Term to be specified in individual Agreements, but in no case should the term be less than ten years from the Effective Date or such other longer period as the Interconnection Customer may request) and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this Agreement (if required), which notice has been accepted for filing by the Commission.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the System Operator and Interconnecting Transmission Owner 20 Business Days written notice.
- 3.3.2 Each Party may terminate this Agreement after Default pursuant to article 7.6.
- 3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.
- 3.3.4 The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

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

3.4.1 Emergency Conditions

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, the Interconnecting Transmission Owner's Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the

Interconnection Customer's Interconnection Facilities. The System Operator and the Interconnecting Transmission Owner may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility in accordance with applicable provisions of the Operating Requirements. The System Operator and Interconnecting Transmission Owner shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the New England Transmission System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

3.4.2.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

3.4.2.3 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

3.4.3 Forced Outages

During any forced outage, the Interconnecting Transmission Owner [and the System Operator] may suspend interconnection service to effect immediate repairs on the New England Transmission System. The Interconnecting Transmission Owner shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Interconnecting Transmission Owner shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Interconnecting Transmission Owner shall notify the Interconnection Customer and the System Operator as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the New England Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Interconnecting Transmission Owner may disconnect the Small Generating Facility. The Interconnecting Transmission Owner shall provide the Interconnection Customer and the System Operator with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from: (1) the Interconnecting Transmission Owner before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Interconnecting Transmission Owner's Interconnection Facilities; and (2) the System Operator before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the New England Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the System Operator's or the Interconnecting Transmission Owner's, as appropriate, prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Interconnecting Transmission Owner shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Interconnecting Transmission Owner.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Interconnecting Transmission Owner's Interconnection Facilities.

4.2 Distribution Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer shall be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Distribution Upgrades, except to the extent that a retail tariff of, or an agreement with, the Interconnecting Transmission Owner or its distribution company affiliate, if appropriate, provides otherwise.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

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

5.2 Network Upgrades

The Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Interconnecting Transmission Owner and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Interconnecting Transmission Owner elects to pay for Network Upgrades, the actual

cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

5.2.1.1 Cost Allocation. Cost allocation of Generator Interconnection Related Upgrades shall be in accordance with Schedule 11 of Section II of the Tariff.

5.2.1.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its Generator Interconnection Related Upgrade shall be determined in accordance with Sections II and III of the Tariff.

5.3 Special Provisions for Affected Systems

The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s) that are necessary for safe and reliable interconnection of the Interconnection Customer's Small Generating Facility.

5.4 Rights Under Other Agreements

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

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

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Interconnecting Transmission Owner shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by

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

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

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party(ies) of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Interconnecting Transmission Owner in accordance with Section 7 of Schedule 11 of the Tariff. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Interconnecting Transmission Owner's Interconnection Facilities and Upgrades. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Interconnecting Transmission Owner and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement ("TOA") or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnection Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

7.1 Assignment

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

- 7.1.1 The Parties may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the other Parties of any such assignment.
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Interconnecting Transmission Owner or the System Operator, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and the System Operator of any such assignment.
- 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

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

7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2 Each Party shall at all times indemnify, defend, and hold the other Parties harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's(ies') action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, in no event shall a Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special,

indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

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

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or

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

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party(ies) shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance Requirements

8.1 General Liability

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Interconnecting Transmission Owner, except that the Interconnection Customer shall show proof of insurance to the Interconnecting Transmission Owner no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer

of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 Insurer Requirements and Endorsements

All required insurance shall be carried by reputable insurers qualified to underwrite insurance in the state where the interconnection is located having a Best Rating of “A-”. In addition, all insurance shall, (a) include Interconnecting Transmission Owner and System Operator as additional insureds; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Interconnecting Transmission Owner and System Operator shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to Interconnecting Transmission Owner and System Operator prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Interconnecting Transmission Owner and System Operator as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnection Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnection Customer’s written notice to Interconnecting Transmission Owner and System Operator, the requirements of clause (a) shall be waived.

8.3 Evidence of Insurance

Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnection Customer.

The Interconnection Customer is responsible for providing the Interconnecting Transmission Owner and the System Operator with evidence of insurance in compliance with this Tariff on an annual basis.

Prior to the Interconnecting Transmission Owner commencing work on Interconnection Facilities, Network Upgrades and Distribution Upgrades, the Interconnection Customer shall have its insurer furnish to the Interconnecting Transmission Owner and the System Operator certificates of insurance evidencing the insurance coverage required above. The Interconnection Customer shall notify and send to the Interconnecting Transmission Owner and the System Operator a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Transmission Owner and the System Operator may at their discretion require the Interconnection Customer to maintain tail coverage for three years on all policies written on a "claims-made" basis.

8.4 Self Insurance

If Interconnection Customer is a company with a self-insurance program established in accordance with commercially acceptable risk management practices, Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Interconnecting Transmission Owner and the System Operator:

- Interconnection Customer shall provide to Interconnecting Transmission Owner and System Operator, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnection Customer ceases to self-insure to the standards required hereunder, or if Interconnection Customer is unable to provide continuing evidence of Interconnection Customer's financial ability to self-insure, Interconnection Customer agrees to promptly obtain the coverage required under Article 8.1.

8.5 Interconnecting Transmission Owner Insurance

The Interconnecting Transmission Owner agrees to maintain general liability insurance or self-insurance consistent with the Interconnecting Transmission Owner's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Interconnecting Transmission Owner's liabilities undertaken pursuant to this Agreement.

Article 9. Confidentiality

9.1 Confidential Information shall include without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, and any confidential and/or proprietary information provided by a Party to the another Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

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

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party(ies) as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission, within the time provided for in the request for information. In providing the information to the Commission, the Party may,

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

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, a Party shall provide the other Party(ies) with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, any Party may contact the Commission's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.
- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for its pro-rata share of any costs paid to neutral third-parties.
- 10.6 If no Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then each Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Commission policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's(ies') tax status. Nothing in this Agreement is intended to adversely affect the Interconnecting Transmission Owner's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

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

12.2 Amendment

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

12.3 No Third-Party Beneficiaries

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

12.4 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

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

12.5 Entire Agreement

Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

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

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Commission expects the System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall (1) provide

the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

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

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

Consistent with Section 4.8 of Schedule 23, the Interconnecting Transmission Owner and the System Operator shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and the Interconnection Customer shall

have the right to make a unilateral filing with the Commission to modify this Agreement under any applicable provision of the Federal Power Act and the Commission's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party(ies) and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

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

If to the Interconnection Customer:

[To be supplied]

If to the Interconnecting Transmission Owner:

[To be supplied]

If to the System Operator:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: _____ Fax: 413-540-4203

With a copy to:

Billing Department

ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

13.2 Billing and Payment

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

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner[To be supplied]

System Operator: ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department
One Sullivan Road
Holyoke, MA 01040-2841
Phone: _____ Fax: 413-540-4203

With a copy to:

Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

13.3 Alternative Forms of Notice

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

If to the Interconnection Customer:

Phone: _____ Fax: _____

E-mail: _____

If to the Interconnecting Transmission Owner:

Phone: _____ Fax: _____

E-mail: _____

If to the System Operator:

Phone: _____ Fax: 413-540-4203

E-mail: geninterconn@iso-ne.com

With a copy to:

Billing Department

Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

[To be supplied]

Interconnecting Transmission Owner's Operating Representative:

[To be supplied]

System Operator's Operating Representative:

ISO New England Inc.

Attention: Generation Interconnection, Transmission Planning Department

One Sullivan Road

Holyoke, MA 01040-2841

Phone: _____ Fax: (413) 540-4203

E-mail: geninterconn@iso-ne.com

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

13.5 Changes to the Notice Information

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

Article 14. Signatures

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

***[Insert name of]*(Interconnecting Transmission Owner)**

Name: _____

Title: _____

Date: _____

***[Insert name of]*(Interconnection Customer)**

Name: _____

Title: _____

Date: _____

ISO New England Inc (System Operator)

Name: _____

Title: _____

Date: _____

ATTACHMENTS TO SGIA

Attachment 1	Glossary of Terms
Attachment 2	Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment
Attachment 3	One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment and Upgrades
Attachment 4	Milestones
Attachment 5	Additional Operating Requirements for the New England Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs
Attachment 6	Interconnecting Transmission Owner's Description of its Upgrades, and Best Estimates of Upgrade Costs
Attachment 7	Commercial Operation Date

Glossary of Terms

Administered Transmission System – The PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Affected Party– The entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affected System – Any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affiliate – With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Standards – The requirements and guidelines of NERC, NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Systems.

At-Risk Expenditure – Money expended for the development of the Generating Facility that cannot be recouped if the Interconnection Customer were to withdraw the Interconnection Request for the Generating Facility. At-Risk Expenditure may include, but is not limited to, money expended on: (1) costs of federal, state, local, regional and town permits, (ii) Site Control, (iii) site-specific design and survey, (iv) construction activities, and (v) non-refundable deposits for major equipment components. For purposes of this definition, At-Risk Expenditure shall not include costs associated with the Interconnection Studies.

Base Case – Base power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists provided by System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements; such databases and lists shall include all generation projects and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. Base Cases also include data provided by the Interconnection Customer, where applicable, to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

Business Day – Monday through Friday, excluding Federal Holidays.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) – The criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Resource (“CNR”) – That portion of a Generating Facility that is interconnected to the Administered Transmission System under the Capacity Capability Interconnection Standard.

Capacity Network Resource Capability (“CNR Capability”) -- (i) In the case of a Generating Facility that is a New Generating Capacity Resource pursuant to Section III.13.1 of the Tariff or an Existing Generating Capacity Resource that is increasing its capability pursuant to Section III.13.1.2.2.5 of the Tariff, the highest megawatt amount of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff, and, if applicable, as specified in a filing by the

System Operator with the Commission in accordance with Section III.13.8.2 of the Tariff, or (ii) in the case of a Generating Facility that meets the criteria under Section 1.6.4.3 of the Small Generator Interconnection Procedures (“SGIP”), the total megawatt amount determined pursuant to the hierarchy established in Section 1.6.4.3. The CNR Capability shall not exceed the maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90degrees F for Summer and at or above 20 degrees F for Winter. Where the Generating Facility includes multiple production devices, the CNR Capability shall not exceed the aggregate maximum net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 90 degrees F for Summer and at or above 20 degrees F for Winter.

Capacity Network Resource Group Study (“CNR Group Study”) – The study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Capacity Network Resource Interconnection Service (“CNR Interconnection Service”) -- The Interconnection Service selected by the Interconnection Customer to interconnect its Small Generating Facility with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s CNR Interconnection Service shall be for the megawatt amount of CNR Capability. CNR Interconnection Service does not in and of itself convey transmission service.

Commercial Operation – The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date – The date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Attachment 7 to the Standard Small Generator Interconnection Agreement.

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

Distribution System – The Interconnecting Transmission Owner’s facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators

or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Interconnecting Transmission Owner’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility – The Interconnection Customer’s device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

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

Initial Synchronization Date – The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date – The date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities to obtain back feed power.

Interconnecting Transmission Owner – A Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Standard Small Generator Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator.

Interconnection Customer – Any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Small Generating Facility with the Administered Transmission System under the Standard Small Generator Interconnection Procedures.

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

Interconnection Facilities Study – A study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner’s Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Administered Transmission System. The scope of the study is defined in Section 3.5 of the Standard Small Generator Interconnection Procedures.

Interconnection Facilities Study Agreement – The form of agreement contained in Attachment 8 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study – A preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Administered Transmission System, the scope of which is described in Section 3.3 of the Standard Small Generator Interconnection Procedures. The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the

Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and Section 3.4.

Interconnection Feasibility Study Agreement – The form of agreement contained in Attachment 6 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request – The Interconnection Request (a) shall mean an Interconnection Customer's request, in accordance with the Tariff, to: (i) interconnect a new Generating Facility to the Administered Transmission System as either a CNR or a NR; (ii) increase the energy capability or capacity capability of or add energy storage capability to the Small Generating Facility above that specified in an Interconnection Request, an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission), or as established pursuant to 1.6.4 of this SGIP; (iii) make a modification to the operating characteristics of an existing Generating Facility, including its Interconnection Facilities, that is interconnected to the Administered Transmission System; (iv) commence participation in the wholesale markets by an existing Generating Facility that is interconnected with the Administered Transmission System; or (v) change from NR Interconnection Service to CNR Interconnection Service for all or part of a Generating Facility's capability. Interconnection Request shall not include: (i) a retail customer interconnecting a new Generating Facility that will produce electric energy to be consumed only on the retail customer's site; (ii) a request to interconnect a new Generating Facility to a distribution facility that is subject to the Tariff if the Generating Facility will not be used to make wholesale sales of electricity in interstate commerce; or (iii) a request to interconnect a Qualifying Facility (as defined by the Public Utility Regulatory Policies Act, as amended by the Energy Policy Act of 2005 and the regulations thereto), where the Qualifying Facility's owner intent is to sell 100% of the Qualifying Facility's output to its interconnected electric utility.

Interconnection Service – The service provided by the System Operator and the Interconnecting Transmission Owner, associated with interconnecting the Interconnection Customer's Generating Facility to the Administered Transmission System and enabling the receipt of electric energy capability and/or capacity capability from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Small Generator Interconnection Agreement and, if applicable, the Tariff.

Interconnection Study – Any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Small Generator Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement – Any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, and the Interconnection Facilities Study Agreement attached to the Standard Small Generator Interconnection Procedures.

Interconnection System Impact Study – An engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Small Generator Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 3.3 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 3.3 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 3.3 and 3.4.

Interconnection System Impact Study Agreement – The form of agreement contained in Attachment 7 of the Standard Small Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

Network Capability Interconnection Standard (“NC Interconnection Standard”)– The minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource

Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Resource (“NR”) – The portion of a Generating Facility that is interconnected to the Administered Transmission System under the Network Capability Interconnection Standard.

Network Resource Capability (“NR Capability”) – The maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. Where the Generating Facility includes multiple energy production devices, the NR Capability shall be the aggregate maximum gross and net megawatt electrical output of the Generating Facility at the Point of Interconnection at an ambient temperature at or above 50 degrees F for Summer and at or above 0 degrees F for Winter. The NR Capability shall be equal to or greater than the CNR Capability. In the case of a Generating Facility that meets the criteria under Section 1.6.4.4 of this SGIP, the NR Capability shall equal the total megawatt amount determined pursuant to Section 1.6.4.4.

Network Resource Interconnection Service (“NR Interconnection Service”) – The Interconnection Service selected by the Interconnection Customer to interconnect its Generating Facility to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s NR Interconnection Service shall be solely for the megawatt amount of the NR Capability. NR Interconnection Service in and of itself does not convey transmission service.

Network Upgrades – Additions, modifications, and upgrades to the New England Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Administered Transmission System to accommodate the interconnection of the Small Generating Facility with the Administered Transmission System. Network Upgrades do not include Distribution Upgrades.

Notice of Dispute – A written notice of a dispute or claim that arises out of or in connection with the Standard Small Generator Interconnection Agreement or its performance.

Operating Requirements – Any operating and technical requirements that may be applicable due to System Operator or the Interconnecting Transmission Owner’s requirements, including those set forth in

the Small Generator Interconnection Agreement, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

Party– The System Operator, Interconnecting Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Administered Transmission System.

Queue Position -- The order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a “higher-queued” Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as “lower-queued.”

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

Small Generating Facility – A Generating Facility having a maximum gross capability at or above zero degrees F of 20 MW or less.

Stand Alone Network Upgrades – Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Attachment 2 to the Standard Small Generator Interconnection Agreement.

Tariff – The System Operator’s or Affected System's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

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

Upgrades – The required additions and modifications to the Administered Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

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

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer or the Interconnecting Transmission Owner. The Interconnecting Transmission Owner will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

I. DESCRIPTION OF MAJOR COMPONENTS

A. Small Generating Facility

(1) Description of Small Generating Facility.

[insert]

(2) The Small Generating Facility shall receive:

___ Network Resource Interconnection Service for the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer, and [insert gross and net at or above 0 degrees F] MW for Winter.

___ Capacity Network Resource Interconnection Service for: (a)(i) the NR Capability at a level not to exceed [insert gross and net at or above 50 degrees F] MW for Summer and [insert gross and net at or above 0 degrees F] MW for Winter; and (ii) the CNR Capability at [insert net] MW for Summer and [insert net] MW for Winter, which shall not exceed [insert the maximum net MW electrical output of the Generating Facility at an ambient temperature at or above 90 degrees F for summer and at or above 20 degrees F for winter]. The CNR Capability shall be the amount

of the Capacity Supply Obligation obtained by the Generating Facility in accordance with Section III.13 of the Tariff and, if applicable, as specified in filings by the System Operator with the Commission pursuant to Section III.13 of the Tariff.

- (3) Detailed Description of Small Generating Facility and Generator Step-Up Transformer, if applicable:

Generator Data	
Number of Generators	
Manufacturer	
Model	
Designation of Generator(s)	
Excitation System Manufacturer	
Excitation System Model	
Voltage Regulator Manufacturer	
Voltage Regulator Model	
Generator Ratings	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 90 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 50 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above 20 Degrees F	
Greatest Unit Gross and Net MW Output at Ambient Temperature at or above zero Degrees F	
Station Service Load For Each Unit	
Overexcited Reactive Power at Rated MVA and Rated Power Factor	
Underexcited Reactive Power at Rated MVA and Rated Power Factor	

Generator Short Circuit and Stability Data	
Generator MVA rating	
Generator AC Resistance	
Subtransient Reactance (saturated)	
Subtransient Reactance (unsaturated)	
Transient Reactance (saturated)	
Negative sequence reactance	
Transformer Data	
Number of units	
Self Cooled Rating	
Maximum Rating	
Winding Connection (LV/LV/HV)	
Fixed Taps	
Z1 primary to secondary at self cooled rating	
Z1 primary to tertiary at self cooled rating	
Z1 secondary to tertiary at self cooled rating	
Positive Sequence X/R ratio primary to secondary	
Z0 primary to secondary at self cooled rating	
Z0 primary to tertiary at self cooled rating	
Z0 secondary to tertiary at self cooled rating	
Zero Sequence X/R ratio primary to	

tertiary	
----------	--

B. Interconnection Facilities

[insert]

C. Metering Equipment

[insert]

D. Other Components

[insert]

II. INTERCONNECTION EQUIPMENT OWNERSHIP, OPERATION AND MAINTENANCE

A. Point of Change of Ownership; Point of Interconnection

[insert]

B. Description of Responsibilities

[insert]

III. PRICING ESTIMATES

A. Interconnection Facilities

[insert]

B. Metering Equipment

[insert]

C. Operation and Maintenance

[insert]

Attachment 3

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

[insert]

Milestones

- 1. Milestones and Other Requirements:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the SGIP and this SGIA. The referenced section of the SGIP or article of the SGIA should be reviewed to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Submit updated data “as purchased”	Interconnection Customer	No later than 180 Calendar Days prior to Initial Synchronization Date	
2	Submit supplemental and/or updated data “as built/as-tested”	Interconnection Customer	Prior to Commercial Operation Date	
3	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes the date for Milestone #3 below and ending when the entire Small Generating	

			Facility and all required Interconnection Facilities and Network Upgrades are in place	
4	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facility	Interconnection Customer	If requested, within 120 Calendar Days after Commercial Operation date	

2. Milestones Applicable If Facilities Study Has Been Waived by Interconnection Customer:

Item No.	Milestone Description	Responsible Party	Date	SGIP/SGIA Reference
1	Siting approval for the Generating Facility and Interconnection Facilities	Interconnection Customer	As agreed to by the Parties	SGIP § 3.4.5(i)
2	Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner	Interconnection Customer	As agreed to by the Parties	SGIP § 3.4.5(ii)
3	Commit to the	Interconnection	As agreed to by	SGIP § 3.4.5(iii)

	ordering of long lead time material for Interconnection Facilities and system upgrades	Customer	the Parties	
4	In-Service Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	
5	Initial Synchronization Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.5(iv)
6	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	SGIP § 3.4.5(v)

3. Milestones Applicable Solely for CNR Interconnection Service. In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNR Interconnection Service:

Item #	Milestone	Responsible Party	Date	SGIP/SGIA Reference
1	Submit necessary requests for participation in the Forward Capacity Auction associated with the Generating Facility's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		1.7.1.3(i)
2	Participate in a CNR Group Study	Interconnection		1.7.1.3(ii)

		Customer; System Operator		
3	Qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer		1.7.1.3(iii)
4	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction, Reconfiguration Auction or bilateral transaction through which the Interconnection Customer received a Capacity Supply Obligation	System Operator		1.7.1.3(iv)

**Additional Operating Requirements for the
New England Transmission System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Interconnecting Transmission Owner shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the New England Transmission System.

I. OPERATING REQUIREMENTS

[Insert]

**Interconnecting Transmission Owner's
Description of its Upgrades
and Best Estimate of Upgrade Costs**

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

I. DESCRIPTION OF UPGRADES

A. Distribution Upgrades

[Insert]

B. Network Upgrades

[Insert]

(1) Stand Alone Network Upgrades

(2) Other Network Upgrades

C. Affected System Upgrades

[Insert]

D. Contingency Upgrades

(1) Long Lead Facility-Related Upgrades. The Interconnection Customer's Small Generating Facility is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the LGIP. Pursuant to Section 4.1 of the LGIP, the Interconnection Customer

shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[insert list of upgrades]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this SGIA in accordance with Article 7, and the System Operator will initiate all necessary steps to terminate this SGIA, in accordance with Article 3.

(2) Other Contingency Upgrades. *[e.g., list of upgrades associated with higher queued Interconnection Requests with SGIA's prior to this SGIA and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Small Generating Facility.]*

E. Post-Forward Capacity Auction Re-study Upgrade Obligations.

[Insert any changes in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation in accordance with the Tariff.]

Commercial Operation Date

This Attachment 7 is a part of the SGIA between System Operator, Interconnecting Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

Generator Interconnections
Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Re: _____ Small Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. ____.
This letter confirms that [Interconnection Customer] commenced commercial operation of Unit No. ____ at the Small Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

SCHEDULE 25

ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION PROCEDURES

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APPENDIX 6 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

SECTION I. DEFINITIONS.

The definitions contained in this section are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in this Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under this Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Section I shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England Control Area.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

Base Case shall have the meaning specified in Section 2.3.

Base Case Data shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Import Capability (“CNI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the aggregate highest megawatt amount of Capacity Supply Obligation obtained by the Import

Capacity Resource(s) associated with the External Elective Transmission Upgrade in accordance with Section III.13 of the Tariff. The Capacity Network Import Capability shall be the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Capacity Capability Interconnection Standard and shall not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures.

Capacity Network Import Interconnection Service (“CNI Interconnection Service”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Commercial Operation shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

Commercial Operation Date shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Elective Transmission Upgrade ("ETU") shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which the Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

Elective Transmission Upgrade Interconnection Agreement ("ETU IA") shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer’s Interconnection Facilities.

Engineering & Procurement (“E&P”) Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

External Elective Transmission Upgrade (“External ETU”) shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

Generating Facility is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities.

Interconnecting Transmission Owner shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

Interconnecting Transmission Owner’s Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner’s Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Elective Transmission Upgrade with the

Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, the scope of which is described in Section 6 of the Elective Transmission Upgrade Interconnection Procedures. The

Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Elective Transmission Upgrade Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; or (iii) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System. Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

Interconnection Service shall mean the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional

Interconnection Study described in the Elective Transmission Upgrade Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to Elective Transmission Upgrade Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection of an Elective Transmission Upgrade on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Elective Transmission Upgrade were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Elective Transmission Upgrade Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection System Impact Study.

Internal Elective Transmission Upgrade (“Internal ETU”) shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

IRS shall mean the Internal Revenue Service.

Long Lead Time Facility (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected

or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively,

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

Material Modification shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard (“NC Interconnection Standard”) shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Import Capability (“NI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Network Capability Interconnection Standard and shall be for an amount not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures. The Network Import Capability shall be equal to or greater than the Capacity Network Import Capability.

Network Import Interconnection Service (“NI Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued" Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange

information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property where the Elective Transmission Upgrade's terminal locations will be located at the Point of Interconnection within the New England Control Area.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

Trial Operation Date shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

SECTION 2. SCOPE, APPLICATION AND TIME REQUIREMENTS.

2.1 Application of Elective Transmission Upgrade Interconnection Procedures.

The ETU IP and ETU IA shall apply to Interconnection Requests pertaining to Elective Transmission Upgrades. Except as expressly provided in the ETU IP and ETU IA, nothing in the ETU IP or ETU IA shall be construed to limit the authority or obligations that the Interconnecting Transmission Owner or System Operator, as applicable, has with regard to ISO New England Operating Documents.

2.2 Comparability.

The System Operator shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this ETU IP. The System Operator and Interconnecting Transmission Owner will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the ETU is owned by the Interconnecting Transmission Owner, its subsidiaries or Affiliates, or others.

2.3 Base Case Data.

System Operator, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall provide Base Case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists upon request to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy as well as any other applicable requirement under Applicable Laws and Regulations regulating disclosure or confidentiality of such information. System Operator is permitted to require that the third party consultant or non-market affiliate sign a confidentiality agreement before the release of information governed by Section 13.1 or the ISO New England Information Policy, or the release of any other information that is commercially sensitive or Critical Energy Infrastructure Information. To the extent that any applicable information is not covered by any applicable

confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer. Such databases and lists, hereinafter referred to as Base Cases, shall include all generation and transmission projects that are proposed for the New England Transmission System and any Affected System and for which a transmission expansion plan has been submitted and approved by the applicable authority and which, in the sole judgment of the System Operator, may have an impact on the Interconnection Request. The Interconnection Customer, where applicable, shall provide Base Case Data to the Interconnecting Transmission Owner and System Operator to facilitate required Interconnection Studies.

2.4 No Applicability to Transmission Service.

Nothing in this ETU IP shall constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

2.5 Treatment of Elective Transmission Upgrades for Transmission, Operations, and Scheduling Purposes.

All ETUs must be categorized as PTF, Non-PTF, MTF or OTF. External ETUs will be treated for transmission, operations and scheduling purposes by the System Operator in a manner consistent with similarly situated PTF, Non-PTF, MTF or OTF under the Tariff. Internal ETUs will be operated and scheduled by the System Operator without recognition of physical transmission rights.

2.6 Time Requirements.

Parties that must perform a specific obligation under a provision of the ETU IP or ETU IA within a specified time period shall use Reasonable Efforts to complete such obligation within the applicable time period. A Party may, in the exercise of reasonable discretion and within the time period set forth by the applicable procedure or agreement, request that the relevant Party consent to a mutually agreeable alternative time schedule, such consent not to be unreasonably withheld.

SECTION 3. INTERCONNECTION REQUESTS.

3.1 General.

To initiate an Interconnection Request, an Interconnection Customer must comply with all of the requirements set forth in Section 3.3.1. The Interconnection Customer shall submit a separate

Interconnection Request(s) for each Elective Transmission Upgrade of a: (a) specific technology to be interconnected at a designated Point of Interconnection for a specific capability; or (b) specific objective to facilitate the operation of specific Generating Facility(ies), including achieving CNR Interconnection Service, to increase transfer capability between two specific endpoints, or another specific and clearly defined discrete objective that the ISO, at its sole discretion, determines that it is appropriate to propose in a single Interconnection Request. The Interconnection Customer must comply with the requirements specified in Section 3.3.1 for each Interconnection Request even when more than one request is submitted.

Within three (3) Business Days after its receipt of a valid Interconnection Request, System Operator shall submit a copy of the Interconnection Request to Interconnecting Transmission Owner.

At Interconnection Customer's option, System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.2 Type of Interconnection Services and Long Lead Time Facility Treatment.

Interconnection Service for all Elective Transmission Upgrades is the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include CNI Interconnection Service or NI Interconnection Service. An External ETU Merchant Transmission Facility or Other Transmission Facility is a controllable facility if it employs technology that, in the judgment of the System Operator, enables full control over the direction and amount of power flow on the Elective Transmission Upgrade without adjusting the dispatch of resources within or outside of the New England

Control Area, and can be scheduled, curtailed and operated independently from any other interface that interconnects the New England Control Area with another Control Area.

An External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility seeking to import capacity and/or energy into the New England Control Area must select either CNI Interconnection Service or NI Interconnection Service at the time the Interconnection Request is submitted, as described in Sections 3.2.1 and 3.2.2 below. An Interconnection Customer that meets the requirements to obtain CNI Interconnection Service shall obtain NI Interconnection Service up to the NI Capability upon completion of all requirements for NI Interconnection Service, including all necessary upgrades. Upon completion of all requirements for the CNI Interconnection Service, the Interconnection Customer shall also receive CNI Interconnection Service for CNI Capability. An Interconnection Customer that meets the requirements to obtain NI Interconnection Service shall receive NI Interconnection Service for the Interconnection Customer's NI Capability. At the time the Interconnection Request is submitted, the Interconnection Customer may also request Long Lead Facility treatment in accordance with Section 3.2.3.

Interconnection Studies for Elective Transmission Upgrades shall assure that the Interconnection Customer's Elective Transmission Upgrade interconnects to the Administered Transmission System consistent with the objectives specified in the ETU Interconnection Request and in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Elective Transmission Upgrade.

3.2.1 Capacity Network Import Interconnection Service.

3.2.1.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to

enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the CNI Capability or as otherwise provided in the Tariff.

3.2.1.2 The Studies.

All Interconnection Studies for CNI Interconnection Service shall assure that the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the facility. The CNR Group Study for CNI Interconnection Service shall assure that the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility can be interconnected in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resources and Elective Transmission Upgrades with CNI Interconnection Service, in accordance with the CC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.1.3 Milestones for Capacity Network Import Interconnection Service.

In addition to the requirements set forth in this ETU IP, an Interconnection Customer with an Interconnection Request for CNI Interconnection Service or its counterparty (i.e., Import Capacity Resource) as required shall complete the following milestones prior to receiving CNI Interconnection Service for the CNI Capability, such milestones to be specified in Appendix B of the ETU IA, as either completed or to be completed: (i) submit the necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's Commercial Operation Date (except as modified pursuant to Sections 3.2.3 or 4.4 of the ETU IP) in accordance with the provisions of Section III.13 of the Tariff; (ii) participate in a CNR Group Study for the Forward Capacity Auction associated with the requested Elective Transmission Upgrade's Commercial Operation Date; (iii) qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff; and (iv) complete a re-study of the applicable Interconnection Study and CNR Group Study to determine the cost responsibility for facilities and upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the

Interconnection Customer's counterparty received a Capacity Supply Obligation. With respect to (iv) above, if an Interconnection Study has been completed, the completed Interconnection Study shall be subject to re-study, in accordance with the re-study provisions in this ETU IP. If an Interconnection Study Agreement has been executed, the Interconnection Study associated with the Interconnection Study Agreement shall include the necessary analysis that would otherwise have been performed in a re-study. If an ETU IA has been either executed or filed with the Commission in unexecuted form, then the last Interconnection Study completed for the Interconnection Customer under this ETU IP shall be subject to re-study. The Appendices to the ETU IA shall be amended (pursuant to Article 30 of the ETU IA) to reflect CNI Capability and the results of the re-study.

3.2.2 Network Import Interconnection Service.

3.2.2.1 The Product.

The System Operator must conduct the necessary studies in conjunction with the Interconnecting Transmission Owner, and with other Affected Parties as appropriate and in accordance with applicable codes of conduct and confidentiality requirements, and the Interconnecting Transmission Owner and other Affected Parties as appropriate must construct the Network Upgrades needed to interconnect a controllable Merchant Transmission Facility or Other Transmission Facility External ETU under the NC Interconnection Standard. Notwithstanding the above, the portion of a controllable Merchant Transmission Facility or Other Transmission Facility External ETU that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource's participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

3.2.2.2 The Studies.

The Interconnection Studies for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall assure that the Interconnection Customer's External ETU satisfies the minimum characteristics required to interconnect in a manner that avoids any significant adverse effect on reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the unit, in accordance with the NC Interconnection Standard and as detailed in the ISO New England Planning Procedures. The System Operator, in coordination with the Interconnecting Transmission Owner, may also study the New England Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the System Operator and as appropriate the Interconnecting Transmission Owner must explain

in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.2.2.3 Milestones for Network Import Interconnection Service.

An Interconnection Customer with an Interconnection Request for NI Interconnection Service shall complete the requirements in this ETU IP prior to receiving NI Interconnection Service.

3.2.3 Long Lead Time Facility Treatment.

3.2.3.1 Treatment of Long Lead Facility.

Long Lead Facilities receive the treatment described herein in connection with the associated request of the Interconnection Customer for CNR Interconnection Service for its Large Generating Facility or CNI Interconnection Service for its External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility. Long Lead Facility treatment provides for the Interconnection Customer's Generating Facility or controllable Merchant Transmission Facility or Other Transmission Facility External ETU, after the completion of the Interconnection System Impact Study, to be modeled in the Base Cases for the next CNR Group Study to determine whether the Long Lead Facility would have qualified or enabled the qualification of an Import Capacity Resource to participate in the Forward Capacity Auction associated with that CNR Group Study, in accordance with Section III.13.1.2 of the Tariff, but for the Long Lead Facility's development cycle (which shall include development of required transmission upgrades). If the Long Lead Facility is deemed to qualify or have enabled an associated Import Capacity Resource to qualify, the Long Lead Facility shall be included in the re-study pursuant to Section 3.2.1.3(iv) in order to determine the facilities and upgrades that would be necessary in order to accommodate the Interconnection Request of the Long Lead Facility, and for which costs the Interconnection Customer must be responsible. In order to maintain Long Lead Facility status, the Interconnection Customer must commit to the completion of these facilities and upgrades in time to allow the Long Lead Facility to achieve its Commercial Operation Date by the start of the associated Capacity Commitment Period. In addition, the Long Lead Facility will be treated as a New Generating Capacity Resource in the case of a Generating Facility or as if an Import Capacity Resource associated with the Long Lead Facility cleared in the case of an External ETU for the sole purpose of inclusion of the Long Lead Facility in the CNR Group Studies for the Forward Capacity Auctions that precede the Forward Capacity Auction for the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation. If an earlier-queued Generating Facility seeking CNR Interconnection Service or an Import Capacity Resource associated with an Elective Transmission

Upgrade that is seeking CNI Interconnection Service obtains a Capacity Supply Obligation in a Forward Capacity Auction prior to or simultaneous with the Forward Capacity Auction in which the Long Lead Facility or its contractual counterparty in the case of an Elective Transmission Upgrade obtains a Capacity Supply Obligation, the Long Lead Facility will be re-studied in order to determine whether any additional facilities and upgrades to those identified prior to the CNR Group Study must be completed, at the Interconnection Customer's cost, prior to its Commercial Operation Date. A Long Lead Facility's cost responsibility for the facilities necessary to accommodate the Interconnection Request shall not be impacted by a Generating Facility or an External ETU with a Queue Position lower than the Long Lead Facility or its counterparty in the case of an External ETU that clears in a Forward Capacity Auction, in accordance with Section III.13.2 of the Tariff, prior to the clearance of the Long Lead Facility.

3.2.3.2 Request for Long Lead Facility Treatment.

An Interconnection Customer requesting CNR Interconnection Service for its proposed Generating Facility or CNI Interconnection Service for its proposed controllable Merchant Transmission Facility or Other Transmission Facility External ETU, which the Interconnection Customer projects to have a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the Long Lead Facility is made) may elect or request Long Lead Facility treatment in the following manner:

(a) An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service of 100 MW or more may elect Long Lead Facility treatment at the time the Interconnection Request is submitted, together with the critical path schedule and deposits required in Section 3.2.3.3.

(b) An Interconnection Customer proposing a Generating Facility or a controllable Merchant Transmission Facility or Other Transmission Facility External ETU with a requested CNR Interconnection Service or CNI Interconnection Service under 100 MW at may request Long Lead Facility treatment by submitting a written request to the System Operator for its review and approval, explaining why the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU cannot achieve Commercial Operation by the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for Long Lead Facility treatment is made), together with the critical path schedule and deposits required in Section 3.2.3.3. In reviewing the request, the System

Operator shall evaluate the feasibility of the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU achieving Commercial Operation to meet an earlier Capacity Commitment Period based on the information provided in the request and the critical path schedule submitted pursuant to Section 3.2.3.3, in a manner similar to that performed under Section III.13.3.2 of the Tariff. Within forty-five (45) Business Days after its receipt of the request for Long Lead Facility treatment, the System Operator shall notify the Interconnection Customer in writing whether the request has been granted or denied. If the System Operator determines that the Generating Facility or the controllable Merchant Transmission Facility or Other Transmission Facility External ETU can achieve a Commercial Operation Date prior to the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction, the Interconnection Customer's request shall be denied. The dispute resolution provisions of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU are not available for disputes or claims associated with the ISO's determination to deny an Interconnection Customer's request for Long Lead Facility treatment.

(c) An Interconnection Customer that did not request Long Lead Facility treatment at the time the Interconnection Request was submitted, may thereafter submit a request for treatment as a Long Lead Facility, together with the critical path schedule and deposits required in Section 3.2.3.3 and, if applicable, a request for an extension of the Commercial Operation Date specified in the Interconnection Request in accordance with Sections 4.4.4 and 4.4.5. A request for Long Lead Facility treatment that is submitted after the initial Interconnection Request will not be eligible to participate in any Forward Capacity Auction prior to the Forward Capacity Auction associated with the extended Commercial Operation Date. The Long Lead Facility will be modeled in the Base Cases for the CNR Study Group associated with the near term Forward Capacity Auction unless that CNR Study Group is underway, in which case the Long Lead Facility will be modeled in the next CNR Study Group.

3.2.3.3 Critical Path Schedule and Deposits for Long Lead Facility Treatment.

At the time an Interconnection Customer submits an election or request for Long Lead Facility treatment, the Interconnection Customer must submit, together with the request:

(1) Critical Path Schedule. A critical path schedule, in writing, for the Long Lead Facility (with a development cycle that would not be completed until after the beginning of the Capacity Commitment Period associated with the next Forward Capacity Auction (after the election for the

Long Lead Facility is made) that meets the requirements set forth in Section III.13.1.1.2.2.2 of the Tariff. The Interconnection Customer must submit annually, in writing, an updated critical path schedule to the System Operator by the closing deadline of each New Capacity Show of Interest Submission Window that precedes the Forward Capacity Auction associated with the Capacity Commitment Period by which the Long Lead Facility is expected to have achieved Commercial Operation, prior to the inclusion of the Long Lead Facility in the Base Case for the CNR Group Study associated with the corresponding New Capacity Show of Interest Submission Window. With its annual update, for each critical path schedule milestone achieved since the submission of the previous critical path schedule update, the Interconnection Customer must include in the critical path update documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule.

(2) Long Lead Facility Deposits.

(a) Deposits. In addition to the deposits required elsewhere in the LGIP in the case of a Generating Facility or the ETUP IP for External ETU, at the time of its request for Long Lead Facility treatment, in accordance with Section 3.2.3.3, and by each deadline for which a New Generating Capacity Resource is required to provide financial assurance under Section III.13.1.9.1 of the Tariff, the Interconnection Customer must provide a separate deposit in the amount of $0.25 * (\text{Forward Capacity Auction Starting Price} / 2) * \text{requested CNR Capability or CNI Capability}$. For each calculation of the deposit, the System Operator shall use the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction at the time of that calculation, pursuant to Section III.13.2.4 of the Tariff, or the Forward Capacity Auction Starting Price for the previous Forward Capacity Auction in the case where the Forward Capacity Auction Starting Price in effect for the upcoming Forward Capacity Auction has not yet been calculated. The total amount of deposits shall not exceed the Non-Commercial Capacity Financial Assurance Amount that the Long Lead Facility would be required to provide if the Long Lead Facility or its counterparty cleared in the upcoming Forward Capacity Auction, in accordance with Section III.13.1.9.1 of the Tariff. The Long Lead Facility deposits will be fully refunded (with interest to be calculated in accordance with Section 3.6) (i) if the Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within thirty (30) Calendar Days of the Scoping Meeting or of the completion of the System Impact Study (including restudy of the System Impact Study), pursuant to Section 7, or (ii) once the Long Lead Facility or its counterparty clears in a Forward Capacity Auction.

(b) Reductions. Ten (10) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) after the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear in the Forward Capacity Auction that follows the first Forward Capacity Auction for which the Long Lead Facility or its counterparty could qualify based on the Commercial Operation Date specified in the initial critical path schedule for the Long Lead Facility. An additional five (5) percent of the Long Lead Facility deposits collected pursuant to Section 3.2.3.3(2)(a) shall be non-refundable if the Interconnection Customer withdraws its Interconnection Request (except as provided in Section 3.2.3.3(2)(a)) following each subsequent Forward Capacity Auction in which the Long Lead Facility or its counterparty fails to qualify or qualifies and fails to clear such Forward Capacity Auction, not to exceed the maximum period allowed under Sections 3.3.1, 4.4.4 and 4.4.5. The non-refundable portions of the deposits shall be credited to the revenue requirements under Schedule 1 of Section IV of the Tariff.

3.2.3.4 Withdrawal and Refunds After Expenditures for Upgrades.

An Interconnection Customer that provides documentation in the critical path schedule update to be submitted in accordance with Section 3.2.3.3(1), showing expenditures of the required amounts for upgrades identified in the Interconnection Studies for the Long Lead Facility, may submit a withdrawal of the Interconnection Request for the Long Lead Facility, in accordance with Section 3.6, at any time up to thirty (30) Calendar Days, after the Long Lead Facility's or its counterparty's failure to clear in any Forward Capacity Auction. In such instance, the Interconnection Customer shall receive a refund from the System Operator of the Long Lead Facility deposits (with interest to be calculated in accordance with Section 3.6) as adjusted pursuant to 3.2.3.3(2), if appropriate, and from the Interconnecting Transmission Owner a refund of the payments for the upgrades that exceed the costs incurred by the Interconnecting Transmission Owner. If the Interconnection Customer withdraws only its election or request for Long Lead Facility treatment, such withdrawal will be considered a Material Modification and the Long Lead Facility will lose its Queue Position unless its withdrawal occurs within one of the thirty (30)-day periods described in Section 3.2.3.3(2) of the LGIP in the case of a Generating Facility or the ETU IP for an External ETU.

3.2.3.5 Additional Requirements to Maintain Long Lead Facility Treatment.

An Interconnection Customer with a Long Lead Facility must begin payment as required by the transmission expenditure schedule for the transmission upgrade costs that have been identified in the pertinent Interconnection Studies. The Interconnection Request for CNI Interconnection Service shall be deemed withdrawn under Section 3.6 if the Interconnection Customer fails to comply with the requirements for Long Lead Facility treatment, including the milestones specified in Section 3.2.1.4. In this circumstance, the conditions specified in an Interconnection Agreement for a Generating Facility seeking CNR Interconnection Service or External ETU seeking CNI Interconnection Service that had an Interconnection Request of a Queue Position lower than the Long Lead Facility, but cleared (in the case of the Elective Transmission Upgrade, the Import Capacity Resource) in a Forward Capacity Auction prior to the Long Lead Facility, shall be removed.

3.2.3.6 Participation in Earlier Forward Capacity Auctions.

An Interconnection Customer with a Long Lead Facility may, without loss of Queue Position, elect to participate in an earlier Forward Capacity Auction than originally anticipated, but only if the election to accelerate is made to the System Operator in writing within thirty (30) Calendar Days of the Scoping Meeting or within thirty (30) Calendar Days of the completion of the System Impact Study (but before the Long Lead Facility and the results of the associated System Impact Study are incorporated into the Base Cases). Otherwise, such an election shall be considered a Material Modification.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following to the System Operator: (i) an initial deposit of \$50,000, (ii) a completed application in the form of Appendix 1, (iii) all information and deposits required under Section 3.2, and (iv) demonstration of Site Control or a posting of an additional deposit of \$10,000 in lieu of Site Control for all Interconnection Request except those requesting CNI Interconnection Service, in which case Site Control is required. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification to existing Pool Transmission Facility that is not owned by the Interconnection Customer. The portions of the deposit of \$50,000 that have not been applied as provided in this Section 3.3.1 shall be refundable if (i) the

Interconnection Customer withdraws the Interconnection Request, pursuant to Section 3.6, within ten (10) Business Days of the Scoping Meeting, or (ii) if the Interconnection Customer executes an ETU IA. Otherwise, any unused balance of the deposit of \$50,000 shall be non-refundable and applied on a pro-rata basis to offset costs incurred by Interconnection Customers with lower Queue Positions that are subject to re-study, as determined by the System Operator in accordance with the provisions of this ETU IP, as a result of the withdrawal of an Interconnection Request with a higher Queue Position.

The deposit of \$50,000 shall be applied toward the costs incurred by the System Operator associated with the Interconnection Request and Long Lead Facility treatment, as well as, the costs of the Interconnection Feasibility Study and/or the Interconnection System Impact Study, including the cost of developing the study agreements and their attachments, and the cost of developing the ETU IA.

If, in the case of a request that is not for CNI Interconnection Service, the Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.3.3 after submitting its Interconnection Request, the additional deposit of \$10,000 shall be refundable; otherwise, that deposit shall be applied as provided in Section 3.1, including, toward the costs of any Interconnection Studies pursuant to the Interconnection Request, the cost of developing the study agreement(s) and associated attachment(s), and the cost of developing the ETU IA.

The expected Trial Operation Date of the new Elective Transmission Upgrade, or the increase in capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System, or of the implementation of a Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System shall not exceed seven (7) years from the date the Interconnection Request is received by the System Operator, unless the Interconnection Customer demonstrates that such time required to actively engineer, permit and construct the new Elective Transmission Upgrade or increase in capability of the existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility interconnected to the Administered Transmission System or implement the Material Modification to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System will take longer than the seven year period. Upon such demonstration, the Trial Operation Date may succeed the date the Interconnection Request is received by the System Operator by a period of greater than seven (7) years so long as the Interconnection

Customer, System Operator, and Interconnecting Transmission Owner agree; such agreement shall not be unreasonably withheld.

Within sixty (60) days of submitting an Interconnection Request to the System Operator, the Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect. Notwithstanding any other provision in this ETU IP, if such evidence is not provided within a period not to exceed sixty (60) days, the Interconnection Request will immediately be deemed withdrawn.

3.3.2 Acknowledgment of Interconnection Request.

System Operator shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement. With the System Operator's acknowledgement of a valid Interconnection Request, the System Operator shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2 or an Interconnection System Impact Study Agreement in the form of Appendix 3.

3.3.3 Deficiencies in Interconnection Request.

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by the System Operator. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the System Operator shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the System Operator the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6.

3.3.4 Scoping Meeting.

Within ten (10) Business Days after receipt of a valid Interconnection Request, System Operator shall establish a date agreeable to Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, for a Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be (i) to discuss the estimated timeline for completing all applicable Interconnection Studies, and alternative interconnection options, (ii) to exchange pertinent information including any transmission data that would reasonably be expected to impact such interconnection options, (iii) to analyze such information, (iv) to determine the potential feasible Points of Interconnection, and (v) to discuss any other information necessary to facilitate the administration of the Interconnection Procedures. If a PSCAD model is required, the Parties shall discuss this at the Scoping Meeting.

The Parties will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) information regarding general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. The Parties will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall notify the System Operator, in writing, (i) whether it wants the Interconnection Feasibility Study to be completed as a separate and distinct study or as part of the Interconnection System Impact Study; and (ii) the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection for inclusion in the attachment to the Interconnection Feasibility Study Agreement, or the Interconnection System Impact Study Agreement if the Interconnection Customer elects not to pursue the Interconnection Feasibility Study.

3.4 OASIS Posting.

The System Operator will maintain on its OASIS a list of all Interconnection Requests in its Control Area. The list will identify, for each Interconnection Request: (i) the maximum net summer and winter megawatt electrical output; (ii) the location by county and state of the Point of Interconnection; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected Trial Operation Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested (i.e., CNI Interconnection Service or NI Interconnection Service); and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Elective Transmission Upgrade to be constructed (e.g.,

Internal ETU, External ETU, controllable, non-controllable); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an ETU IA or requests that the System Operator and Interconnecting Transmission Owner jointly file an unexecuted ETU IA with the Commission. Before participating in a Scoping Meeting with an Interconnection Customer that is also an Affiliate, the Interconnecting Transmission Owner shall post on OASIS an advance notice of its intent to do so. The System Operator shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the System Operator's OASIS site subsequent to the meeting between the System Operator, Interconnecting Transmission Owner, and Interconnection Customer to discuss the applicable study results. The System Operator shall also post any known deviations in the Elective Transmission Upgrade's Trial Operation Date.

3.5 Coordination with Affected Systems.

The System Operator will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected Parties and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this ETU IP. The System Operator will include such Affected Parties in all meetings held with the Interconnection Customer as required by this ETU IP. The Interconnection Customer will cooperate with the System Operator and Interconnecting Transmission Owner in all matters related to the conduct of studies and the determination of modifications to Affected Systems. The Interconnection Customer shall be responsible for the costs associated with the studies or portions of studies associated with the Affected Systems. Payment and refunds associated with the costs of such studies will be coordinated between the Interconnection Customer and the Affected Party(ies).

The System Operator shall seek the cooperation of all Affected Parties in all matters related to the conduct of studies and the determination of modifications to Affected Systems. Nothing in the foregoing is intended to authorize the Interconnection Customer to receive interconnection, related facilities or other services on an Affected System, and provision of such services must be handled through separate arrangements with Affected Party(ies).

3.6 Withdrawal.

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to System Operator, which System Operator will transmit to Interconnecting

Transmission Owner and any Affected Parties. In addition, if the Interconnection Customer fails to adhere to all requirements of this ETU IP, except as provided in Section 13.5 (Disputes), the System Operator shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, if the Interconnection Customer wishes to dispute the withdrawal notice, the Interconnection Customer shall have fifteen (15) Business Days, unless otherwise provided elsewhere in this ETU IP, in which to either respond with information or actions that cure the deficiency or to notify the System Operator of its intent to pursue Dispute Resolution, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same. Withdrawal shall result in the loss of the Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the System Operator may eliminate the Interconnection Customer's Interconnection Request from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to System Operator, Interconnecting Transmission Owner, and any Affected Parties all costs prudently incurred with respect to that Interconnection Request prior to System Operator's receipt of notice described above. The Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

The System Operator shall update the OASIS Queue Position posting. Except as otherwise provided elsewhere in this ETU IP, the System Operator and the Interconnecting Transmission Owner shall arrange to refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs incurred, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations, or arrange to charge to the Interconnection Customer any amount of such costs incurred that exceed the Interconnection Customer's deposit or study payments, including interest calculated in accordance with section 35.19a(a)(2) of the Commission's regulations. In the event of such withdrawal, System Operator, subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information, shall provide, at Interconnection Customer's request, all information developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

SECTION 4. QUEUE POSITION.

4.1 General.

System Operator shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.3.3, then System Operator shall assign Interconnection Customer a Queue Position based on the date the application form was originally filed. A Material Modification pursuant to Section 4.4.2 shall be treated in accordance with Section 4.4.

Except as otherwise provided in this Section 4.1, the Queue Position of each Interconnection Request will be used to determine: (i) the order of performing the Interconnection Studies; (ii) the order in which Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service will be included in the CNR Group Study; and (iii) the cost responsibility for the facilities and upgrades necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed “earlier” in the queue in relation to another Interconnection Request that is lower queued.

4.1.1 Order of Interconnection Requests in the CNR Group Study.

Participation in a CNR Group Study shall be a prerequisite to achieve CNR Interconnection Service and CNI Interconnection Service. The CNR Group Study (to be conducted in accordance with Section III.13.1.1.2.3 of the Tariff) shall include all Interconnection Requests for CNR Interconnection Service and CNI Interconnection Service that have an associated New Capacity Show of Interest Form that was submitted during the New Capacity Show of Interest Submission Window for the purpose of qualification for participation in the same Forward Capacity Auction for a Capacity Commitment Period, in accordance with Section III.13.1.1.2 of the Tariff, as well as Long Lead Facilities in accordance with Section 3.2.3. Where a CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a lower Queue Position is associated with a New Capacity Show of Interest Form that was submitted for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and another CNR Interconnection Service or CNI Interconnection Service Interconnection Request with a higher Queue Position is not associated with a New Capacity Show of Interest Form that was submitted for qualification until a subsequent Forward Capacity Auction, the CNR Interconnection Service or CNI Interconnection Service Interconnection Request with the lower Queue Position will be included in the CNR Group Study prior to the CNR Interconnection Service or the CNI Interconnection Service Interconnection Request with the higher Queue Position.

However, where an Interconnection Customer with a CNR Interconnection Service Interconnection Request submits a New Capacity Show of Interest Form for qualification to participate in a particular Forward Capacity Auction for a Capacity Commitment Period and identifies in that New Capacity Show of Interest Form one or more Elective Transmission Upgrade Interconnection Request(s) for an Internal ETU that is not already included in the network model pursuant to Section III.12 of the Tariff for the particular Forward Capacity Auction, the CNR Interconnection Request will be included in the CNR Group Study at the lowest of the CNR Interconnection Request's or its associated Elective Transmission Upgrade Interconnection Request(s) for the Internal ETU's Queue Position. Where multiple Interconnection Customers' CNR Interconnection Service Interconnection Requests are associated with the same lower Queue Position for an Elective Transmission Upgrade Interconnection Request for an Internal ETU in the CNR Group Study, the CNR Interconnection Request's Queue Position will be used as the tie breaker to dictate the relative order in which the CNR Interconnection Service Interconnection Request will be included in the CNR Group Study.

An Interconnection Customer with a Generating Facility or that is associated with an Import Capacity Resource in the case of an Elective Transmission Upgrade that is treated as a Conditional Qualified New Resource, in accordance with Section III.13.1.1.2.3(f) of the Tariff, may be responsible for the facilities and upgrades associated with an overlapping CNR Interconnection Service or CNI Interconnection Service Interconnection Request having a higher Queue Position if the Conditional Qualified New Resource obtains a Capacity Supply Obligation through a Forward Capacity Auction under Section III.13.2.5 of the Tariff.

An Interconnection Customer with a lower queued CNR Interconnection Service Interconnection Request for a Generating Facility or CNI Interconnection Service Interconnection Request for an Elective Transmission Upgrade that has achieved Commercial Operation and obtained CNR Interconnection Service or CNI Interconnection Service, respectively, may be responsible for additional facilities and upgrades if the related higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively. In such circumstance, Appendix A to the Interconnection Agreement for the lower queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request shall specify the facilities and upgrades for which the Interconnection Customer shall be responsible if the higher queued CNR Interconnection Service or CNI Interconnection Service Interconnection Request for a Long Lead Facility achieves Commercial Operation and obtains CNR Interconnection Service or CNI Interconnection Service, respectively.

4.2 Reserved.

4.3 Transferability of Queue Position.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Elective Transmission Upgrade identified in the Interconnection Request and the Point of Interconnection does not change. The Interconnection Customer must notify the System Operator, in writing, of any transfers of Queue Position and must provide the System Operator with the transferee's contact information, and System Operator shall notify Interconnecting Transmission Owner and any Affected Parties of the same.

4.4 Modifications.

The Interconnection Customer shall submit to System Operator and Interconnecting Transmission Owner, in writing, modifications to any information provided in the Interconnection Request, including its attachments. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1 or 4.4.4, or are determined not to be Material Modifications pursuant to Section 4.4.2. The System Operator will notify the Interconnecting Transmission Owner, and, when System Operator deems it appropriate in accordance with applicable codes of conduct and confidentiality requirements, it will notify any Affected Party of such modifications.

A new Interconnection Request shall be required to: (1) increase the capability of an Elective Transmission Upgrade above that specified in an Interconnection Request, or an existing Interconnection Agreement (whether executed or filed in unexecuted form with the Commission); (2) change from NI Interconnection Service to CNI Interconnection Service, in which case a new Interconnection Request for CNI Interconnection Service shall be required; or (3) change the objective specified in an Interconnection Request. Such new Interconnection Request will receive the lowest Queue Position available at the time the Interconnection Request is submitted for purposes of cost allocation and study analysis.

Notwithstanding the foregoing, an Interconnection Customer with an Interconnection Request for CNI Interconnection Service has until the Forward Capacity Auction for which the associated Capacity Commitment Period begins less than seven (7) years (or the years agreed to pursuant to Section 3.3.1 or Section 4.4.5) from the date of the original Interconnection Request for CNI Interconnection Service for an Import Capacity Resource(s) associated with its Elective Transmission Upgrade to clear the entire megawatt amount for which CNI Interconnection Service was requested. A new Interconnection Request

for CNI Interconnection Service will be required for the Elective Transmission Upgrade to enable the participation of an Import Capacity Resource in any subsequent auctions.

During the course of the Interconnection Studies, either the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to the Parties, such acceptance not to be unreasonably withheld, System Operator and the Interconnecting Transmission Owner shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to System Operator, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent in the capability of the proposed project; (b) modifying the technical parameters associated with the Elective Transmission Upgrade technology or characteristics; and (c) modifying the interconnection configuration.

4.4.2 Prior to making any modification other than those specifically permitted by Sections 4.4.1 and 4.4.4, Interconnection Customer may first request that the System Operator and Interconnecting Transmission Owner evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the System Operator in consultation with the Interconnecting Transmission Owner, and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall evaluate, at the Interconnection Customer's cost, the proposed modifications prior to making them and the System Operator will inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.3 Upon receipt of Interconnection Customer's request for modification that does not constitute a Material Modification and therefore is permitted under this Section 4.4, the System Operator in consultation with the Interconnecting Transmission Owner and in consultation with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the System Operator, Interconnecting Transmission Owner, or Affected Party commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

4.4.4 Extensions of less than three (3) cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request relates are not material and should be handled through construction sequencing, provided that the extension(s) do not exceed seven (7) years from the date the Interconnection Request was received by the System Operator.

4.4.5 Extensions of three (3) or more cumulative years in the Commercial Operation Date, In-Service Date or Trial Operation Date of the Elective Transmission Upgrade to which the Interconnection Request relates or any extension of a duration that results in the Trial Operation Date exceeding the date the Interconnection Request was received by the System Operator by seven (7) or more years is a Material Modification unless the Interconnection Customer demonstrates to the System Operator due diligence in pursuit of permitting, licensing and construction of the Elective Transmission Upgrade to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in the Interconnection Request. Such demonstration shall be based on evidence to be provided by the Interconnection Customer of accomplishments in permitting, licensing, and construction in an effort to meet the Commercial Operation Date, In-Service Date or Trial Operation Date provided in this Interconnection Request. Such evidence may include filed documents, records of public hearings, governmental agency findings, documentation of actual construction progress, including the previous four (4) months. If the evidence demonstrates that the Interconnection Customer did not undertake reasonable efforts to meet the Commercial Operation Date, In-Service Date or Trial Operation Date specified in the Interconnection Request, or demonstrates that reasonable efforts were not undertaken until four (4) months prior to the request for extension, the request for extension shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed Material Modification or proceed with a new Interconnection Request for such modification.

SECTION 5. PROCEDURES FOR TRANSITION.

5.1 Queue Position for Pending Requests.

5.1.1 An Interconnection Customer with a request for Elective Transmission Upgrade submitted prior to February 16, 2015, shall be assigned a Queue Position pursuant to the following provisions.

5.1.1.1 If the Interconnection Customer's Elective Transmission Upgrade has received an approval pursuant to Section I.3.9 of the Tariff prior to February 16, 2015:

5.1.1.1.1 The Interconnection Request shall be assigned a Queue Position based on the date of the Elective Transmission Upgrade's approval pursuant to Section I.3.9 of the Tariff and shall be respected by all Interconnection Requests with a lower Queue Position than the Elective Transmission Upgrade's assigned Queue Position. The assigned Queue Position for an Interconnection Request of an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for NI Interconnection Service. Within sixty (60) days from February 16, 2015, the Interconnection Customer must: (a) proceed as directed in Section 8 of this ETU IP, and (b) submit a deposit of \$47,500 for the difference between the former Elective Transmission Upgrade application deposit (*i.e.*, \$ 2,500) and the new Elective Transmission Upgrade Interconnection Request deposit (*i.e.*, \$50,000) to be applied toward the costs of developing the ETU IA. Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request will be deemed withdrawn.

5.1.1.1.2 The Interconnection Request shall be assigned a placeholder to establish a separate Queue Position for CNI Interconnection Service if the Interconnection Customer proposing an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility submits a valid Interconnection Request for CNI Interconnection Service within sixty (60) days from February 16, 2015. The Interconnection Customer's Interconnection Request for CNI Interconnection Service may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. The placeholder for such Queue Position shall be at the bottom of the queue as of February 16, 2015, in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.1.2. Notwithstanding any other provision in this ETU IP, if a

valid Interconnection Request for CNI Interconnection Service is not submitted within a period not to exceed sixty (60) days from February 16, 2015, the placeholder Queue Position shall be deemed withdrawn.

5.1.1.2 If the Interconnection Customer's Elective Transmission Upgrade has not received an approval pursuant to Section I.3.9 of the Tariff prior to February 16, 2015:

5.1.1.2.1 An Interconnection Request with a System Impact Study Agreement that has been executed prior to February 16, 2015, and has been recognized by the System Operator as actively under study, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.1.2 and in relative order based on the date of the former Elective Transmission Upgrade application submitted pursuant to Section II.47.5 of the Tariff, with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.1. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer indicates in its updated Interconnection Request that it only seeks NI Interconnection Service. The System Impact Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the ETU IP in effect on February 16, 2015 (or as revised thereafter), including potential re-study to accommodate the revised queue. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall submit: (a) an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, completion of the System Impact Study, and (b) a deposit of \$250,000 minus any amounts already paid to the System Operator for estimated costs of the System Operator and the Interconnecting Transmission Owner to be applied toward the costs of the remaining study work and development of the ETU IA. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include in its updated Interconnection Request a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.

5.1.1.2.2 An Interconnection Customer with a System Impact Study Agreement that has been executed prior to February 16, 2015, but is not recognized by the System Operator as actively under study, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.2.1 and in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.2. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer indicates in its updated Interconnection Request that it only seeks NI Interconnection Service. The System Impact Study shall be completed, and any subsequent Interconnection Studies shall be processed, in accordance with the version of the ETU IP in effective on February 16, 2015 (or as revised thereafter), including potential re-study to accommodate the revised queue. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall submit: (a) an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, conduct of the System Impact Study, and (b) \$250,000 to be applied toward the costs of the System Impact Study and development of the ETU IA. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include in its updated Interconnection Request a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Notwithstanding any other provision in this ETU IA, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.

5.1.1.2.3 An Interconnection Customer that does not have an executed System Impact Study Agreement prior to February 16, 2015, shall be assigned a Queue Position at the bottom of the queue as of February 16, 2015, below the Queue Position of the Elective Transmission Upgrade Interconnection Requests that fall under Section 5.1.1.2.2 and in relative order with any other Elective Transmission Upgrade Interconnection Request that falls under this Section 5.1.1.2.3. The assigned Queue Position of an Interconnection Request for an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility shall be for CNI Interconnection Service unless the Interconnection Customer provides written notification to the System Operator that it seeks only NI Interconnection

Service. Within sixty (60) days from February 16, 2015, the Interconnection Customer shall: (a) submit an updated Interconnection Request for the same Elective Transmission Upgrade proposed in the former Elective Transmission Upgrade application submitted under Section II.47.5 of the Tariff together with all data requested to facilitate the System Operator, in coordination with Interconnecting Transmission Owner and Affected Party as deemed appropriate by the System Operator, conduct of the Interconnection Studies, (b) submit a deposit of \$47,500 for the difference between the former Elective Transmission Upgrade application deposit (*i.e.*, \$ 2,500) and the new Elective Transmission Upgrade Interconnection Request deposit (*i.e.*, \$50,000) to be applied toward the costs of the Interconnection Studies and development of the ETU IA, and (c) proceed as directed in Section 6 of this ETU IP. At that time, Interconnection Customers with an Interconnection Request for CNI Interconnection Service may also include a request for Long Lead Facility Treatment, which shall be subject to review pursuant to Section 3.2.3, and, if applicable, a request for a change of the Commercial Operation Date, in accordance with Sections 4.4.4 and 4.4.5. Interconnection Studies shall be processed in accordance with the version of the ETU IP in effective on February 16, 2015 (or as revised thereafter). Notwithstanding any other provision in this ETU IP, if the Interconnection Customer fails to meet these requirements within a period not to exceed sixty (60) days, the Interconnection Request shall be deemed withdrawn.

5.2 Reserved.

5.3 New System Operator or Interconnecting Transmission Owner.

If the System Operator transfers operational control of the New England Transmission System to a successor System Operator during the period when an Interconnection Request is pending, the System Operator shall transfer to the successor System Operator any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this ETU IP shall be paid by or refunded to the Interconnection Customer, as appropriate. The System Operator shall coordinate with the successor System Operator to complete any Interconnection Study, as appropriate, that the System Operator has begun but has not completed.

If the Interconnecting Transmission Owner transfers ownership of its transmission facilities to a successor transmission owner during the period when an Interconnection Request is pending, and System Operator in conjunction with Interconnecting Transmission Owner has tendered a draft ETU IA to the Interconnection Customer but the Interconnection Customer has not either executed the ETU IA or

requested the filing of an unexecuted ETU IA with the Commission, unless otherwise provided, the Interconnection Customer must complete negotiations with the successor transmission owner.

SECTION 6. INTERCONNECTION FEASIBILITY STUDY.

6.1 Interconnection Feasibility Study Agreement.

The Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study under this Section 6, or as part of the Interconnection System Impact Study under Section 7. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the System Operator's and Interconnecting Transmission Owner's receipt from the Interconnection Customer of its designation of the Point(s) of Interconnection and of the type of study to be performed pursuant to Section 3.3.4, System Operator shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). No later than thirty (30) Calendar Days after its receipt of the Interconnection Feasibility Study Agreement, (a) the Interconnection Customer shall execute and deliver the agreement to System Operator and the Interconnecting Transmission Owner, (b) the Interconnection Customer shall also deliver the refundable deposit for the Interconnection Feasibility Study to the System Operator, and (c) the technical data called for in Appendix 1, Attachment B. The deposit for the study shall be 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study, including the cost of developing the study agreement and its attachment(s). Any difference between the study deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall

issue to the Interconnection Customer an invoice for the costs of the Interconnection Feasibility Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner on the Interconnection Feasibility Study, including the development of the study agreement and its attachment(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold any amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection Feasibility Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment B. If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection Feasibility Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection Feasibility Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection Feasibility Study Agreement or deposit.

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to the Parties, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

6.2 Scope of Interconnection Feasibility Study.

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Administered Transmission System with available data and information. The Interconnection Feasibility Study does not require detailed model development.

The Interconnection Feasibility Study will consider the base case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNI Interconnection Service Interconnection Request may also request that the Interconnection Feasibility Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection Feasibility Study Agreement. The Interconnection Feasibility Study will consist of a power flow, including thermal analysis and voltage analysis, and short circuit analysis. The Interconnection Feasibility Study report will provide (i) a list of facilities, and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct the Interconnection Facilities and Network Upgrades; (iii) a protection assessment to determine the required Interconnection Facilities; and may provide (iv) an evaluation of the siting of Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environmental work for Interconnection Facilities and Network Upgrades. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2, the Interconnection Feasibility Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.3 Interconnection Feasibility Study Procedures.

The System Operator in coordination with Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after System Operator and Interconnecting Transmission Owner receive the fully executed Interconnection Feasibility Study Agreement, study deposit and required technical data in accordance with Section 6.1. At the request of the Interconnection Customer or at any

time the System Operator or the Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the System Operator is unable to complete the Interconnection Feasibility Study within that time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator with input from the Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow and short circuit databases for the Interconnection Feasibility Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

6.3.1 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to the Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Feasibility Study.

6.4 Re-Study.

If re-study of the Interconnection Feasibility Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-designation of the Point of Interconnection pursuant to Section 6.1, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take not longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the

Interconnection Customer being re-studied. If the original Interconnection Feasibility Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Feasibility Study Agreement.

The Interconnection Customer shall have the option to waive the re-study and elect to have the re-study performed as part of its Interconnection System Impact Study. The Interconnection Customer shall provide written notice of the waiver and election of moving directly to the Interconnection System Impact Study within five (5) Business Days of receiving notice from the System Operator of the required re-study.

SECTION 7. INTERCONNECTION SYSTEM IMPACT STUDY.

7.1 Interconnection System Impact Study Agreement.

If the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and the System Operator shall be responsible for generating only one final report, which will include the results of both Section 6 and Section 7.

Within five (5) Business Days following the Interconnection Feasibility Study results meeting, or subsequent to the Scoping Meeting within five (5) Business Days following the receipt of designation of the Point(s) of Interconnection and type of study to be performed pursuant to Section 3.3.4, if the Interconnection Customer did not request that the Interconnection Feasibility Study be completed as a separate and distinct study, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer the Interconnection System Impact Study Agreement, which includes a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA.

7.2 Execution of Interconnection System Impact Study Agreement.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the System Operator no later than thirty (30) Calendar Days after its receipt along with a demonstration of Site Control and the technical data called for in Appendix 1, Attachment A, and the Interconnection Customer shall also deliver simultaneously a refundable deposit. An Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification of an existing Pool Transmission Facility that is not owned by the Interconnection Customer. The deposit for the study shall be the greater of 100 percent of the estimated cost of the study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection System Impact Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA. Any difference between the study deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of Interconnection System Impact Study that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the System Impact Study, including the study agreement and its attachment(s) and the ETU IA. If the Interconnection Customer elects the deposit described in (ii) above, the System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study on each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

On or before the return of the executed Interconnection System Impact Study Agreement to the System Operator and Interconnecting Transmission Owner, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A; provided that if a PSCAD model was determined to be needed at the Scoping Meeting, then the Interconnection Customer shall have ninety (90) Calendar Days from the execution of the System Impact Study Agreement to provide the PSCAD model.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, the System Operator shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting or the Interconnection Feasibility Study, a substitute Point of Interconnection identified by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and acceptable to each Party, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if the Parties cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement or Interconnection System Impact Study depending on whether Interconnection Customer requested that the Interconnection Feasibility Study be completed as a separate and distinct study or as part of the Interconnection System Impact Study, as specified pursuant to Section 3.3.4, shall be the substitute.

7.3 Scope of Interconnection System Impact Study.

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability and operation of the New England Transmission System. The Interconnection System Impact Study will consider the base case as well as all generating facilities and Elective Transmission Upgrades (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the New England Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the New England Transmission System and may have an impact on the Interconnection Request; and (iv) have no Queue Position but have executed an Interconnection Agreement or requested that an unexecuted Interconnection Agreement be filed with the Commission. An Interconnection Customer with a CNI Interconnection Service Interconnection Request

may also request that the Interconnection System Impact Study include a preliminary, non-binding, analysis to identify potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff, based on a limited set of assumptions to be specified by the Interconnection Customer and reflected in Attachment A to the Interconnection System Impact Study Agreement.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner. The Interconnection System Impact Study report will state the assumptions upon which it is based, state the results of the analyses, and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study report will provide (i) a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility; (ii) a non-binding good faith estimated time to construct; (iii) a protection assessment to determine the required protection upgrades; and may provide (iv) an evaluation of the siting of the Interconnection Facilities and Network Upgrades; and (v) identification of the likely permitting and siting process including easements and environment work. To the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.3, the Interconnection System Impact Study report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

7.4 Interconnection System Impact Study Procedures.

The System Operator shall coordinate the Interconnection System Impact Study with the Interconnecting Transmission Owner, and with any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, that is affected by the Interconnection Request pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable when it performs the study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the

Interconnection System Impact Study Agreement, study deposit, demonstration of Site Control, if Site Control is required, and required technical data in accordance with Section 7.2.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection System Impact Study, the System Operator shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the System Operator and Interconnecting Transmission Owner are unable to complete the Interconnection System Impact Study within the time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

7.5 Meeting with Parties.

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, the System Operator shall convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, to discuss the results of the Interconnection System Impact Study.

Within five (5) Business Days following the study results meeting, the Interconnection Customer shall provide to the System Operator written notice that it will either pursue the Interconnection Facilities Study or waive the Interconnection Facilities Study and elect an expedited interconnection. If the Interconnection Customer waives the Facilities Study, it shall commit to the following milestones in the ETU IA: (i) Siting process and approval schedule for the Elective Transmission Upgrade and Interconnection Facilities; (ii) Engineering of Interconnection Facilities and Elective Transmission

upgrade approved by Interconnecting Transmission Owner; (iii) Ordering of long lead time material for Interconnection Facilities and system upgrades; (iv) Trial Operation Date; and (v) Commercial Operation Date.

Within thirty (30) Calendar Days of the Interconnection Customer receiving the Interconnection System Impact Study report, the Interconnection Customer shall provide written comments on the report or written notice that it has no comments on the report. The System Operator shall issue a final Interconnection System Impact Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving the Interconnection Customer's notice that it will not provide comments.

7.6 Re-Study.

If re-study of the Interconnection System Impact Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) re-designation of the Point of Interconnection pursuant to Section 7.2, (iv) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (v) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing.

Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection System Impact Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection System Impact Study Agreement.

7.7 Operational Readiness.

The System Operator shall, as close to the Interconnection Customer's actual Trial Operation Date as reasonably possible, ensure that operational analysis, including current stability analyses, power flow analyses, and any other analyses deemed necessary by the System Operator, are performed, and that procedures are developed or updated to address the operation of the New England Transmission System with the addition of the Interconnection Customer's Elective Transmission Upgrade. The operational

analysis will also include tests of system performance with selected facilities out of service. Such studies shall be performed at the expense of the Interconnection Customer.

The System Operator is not obligated to perform the operational analyses described in this Section 7.7 if, in the exercise of reasonable discretion, the System Operator in consultation with Interconnecting Transmission Owner determines that interconnection of the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System is remote and speculative.

SECTION 8. INTERCONNECTION FACILITIES STUDY.

8.1 Interconnection Facilities Study Agreement.

The Interconnection Customer may waive the Interconnection Facilities Study and instead elect expedited interconnection, which means that the Interconnection Customer may enter into E&P Agreements under Section 9 if it had not already done so, and shall enter into an ETU IA in accordance with the requirements specified in Section 11.

If the Interconnection Customer waives the Interconnection Facilities Study, the Interconnection Customer, subject to the specific terms of the E&P Agreements, assumes all risks and shall pay all costs associated with equipment, engineering, procurement and construction work covered by the Interconnection Facilities Study as described in Section 8.2 below.

The System Operator shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this ETU IP simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer.

The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the System Operator and Interconnecting Transmission Owner for the actual cost of the Interconnection Facilities Study, including the cost of developing the study agreement and its attachment(s) and the cost of developing the ETU IA. Within three (3) Business Days following the Interconnection System Impact Study results meeting, the System Operator and Interconnecting Transmission Owner shall provide to Interconnection Customer a non-binding good faith estimate of the cost for completing the Interconnection Facilities Study in accordance with requirements specified in Section 8.3. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the System Operator within thirty

(30) Calendar Days after its receipt, together with the required technical data and the refundable deposit for the Interconnection Facilities Study. In accordance with Section 8.3, the Interconnection Customer shall specify in Attachment A to the Interconnection Facilities Study Agreement whether it wants no more than a +/- 20 percent or a +/- 10 percent good faith cost estimate contained in the report. The deposit for the study shall be the greater of twenty-five percent of the estimated cost of the study or \$250,000.

Any difference between the study deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the cost of the Interconnection Facilities Studies that have been incurred by the System Operator and/or the Interconnecting Transmission Owner for the Interconnection Facilities Study, the study agreement and its attachment(s) and the ETU IA. The System Operator and the Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposit until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Administered Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The scope and cost of the Interconnection Facilities Study shall include completion of any engineering work limited to what is reasonably required to (i) estimate such aforementioned cost to the accuracy specified by the Interconnection Customer pursuant to Section 8.3, (ii) identify, configurations of required facilities and (iii) identify time requirements for construction and installation of required facilities.

8.3 Interconnection Facilities Study Procedures.

The System Operator shall coordinate the Interconnection Facilities Study with Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, pursuant to Section 3.5 above. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the study and the System Operator shall issue a draft Interconnection Facilities Study report to the Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- 20 percent good faith cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if the Interconnection Customer requests a +/- 10 percent good faith cost estimate. Such cost estimates either individually or in the aggregate will be provided in the final study report.

At the request of the Interconnection Customer or at any time the System Operator or Interconnecting Transmission Owner determines that it will not meet the required time frame for completing the Interconnection Facilities Study, System Operator shall notify the Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, as to the schedule status of the Interconnection Facilities Study. If the System Operator is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, the System Operator shall notify the Interconnection Customer, Interconnecting Transmission Owner and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer and appropriate Affected Parties may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the System Operator and Interconnecting Transmission Owner, which the System Operator shall include in the final report. The System Operator shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's

statement that it will not provide comments. The System Operator may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the System Operator or Interconnecting Transmission Owner to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection Customer and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, or any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer supporting documentation, with workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/ disclosure requirements, such information may be provided directly to the Interconnection Customer.

8.4 Meeting with Parties.

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, the System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Interconnection Facilities Study.

8.5 Re-Study.

If re-study of the Interconnection Facilities Study is required due to (i) a higher queued project dropping out of the queue, (ii) a modification of a higher queued project subject to Section 4.4, (iii) a re-assessment of the upgrade responsibilities of an Elective Transmission Upgrade associated with an Import Capacity Resource(s) or a Generating Facility after the Import Capacity Resource(s) or the Generating Facility receives a Capacity Supply Obligation in accordance with Section III.13 of the Tariff, or (iv) a modification to a transmission project included in the Base Case, the System Operator shall notify the Interconnection Customer and Interconnecting Transmission Owner in writing. Each re-study shall be conducted serially based on the Queue Position of each Interconnection Customer, and each re-study shall take no longer than sixty (60) Calendar Days from the date the re-study commences. Any cost of re-study shall be borne by the Interconnection Customer being re-studied. If the original Interconnection Facilities

Study is complete and the final invoice has been issued, the re-study shall be performed under a new Interconnection Facilities Study Agreement.

SECTION 9. ENGINEERING & PROCUREMENT (“E&P”) AGREEMENT.

Prior to executing an ETU IA, an Interconnection Customer may request, in order to advance the implementation of its interconnection, and the Interconnecting Transmission Owner and any Affected Party shall offer the Interconnection Customer, an E&P Agreement that authorizes the Interconnecting Transmission Owner and any Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Interconnecting Transmission Owner or any Affected Party shall not be obligated to offer an E&P Agreement if the Interconnection Customer is in Dispute Resolution as a result of an allegation that the Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the ETU IP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer’s Queue Position or Trial Operation Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer, including a deposit of 100 percent of the estimated engineering and study costs, and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If the Interconnection Customer withdraws its application for interconnection or an E&P Agreement is terminated by any Party, to the extent the equipment ordered can be canceled under reasonable terms, the Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, the Interconnecting Transmission Owner or the Affected Party that is a party to an E&P Agreement may elect: (i) to take title to the equipment, in which event the Interconnecting Transmission Owner or relevant Affected Party shall refund the Interconnection Customer any amounts paid by the Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to the Interconnection Customer, in which event the Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

SECTION 10. OPTIONAL INTERCONNECTION STUDY.

10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study report and no later than five (5) Business Days after the study results meeting to review the report, the Interconnection Customer may request in writing, and the System Operator in coordination with the Interconnecting Transmission Owner shall perform, an Optional Interconnection Study. The request shall describe the assumptions that the Interconnection Customer wishes the System Operator to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the System Operator shall provide to the Interconnecting Transmission Owner and the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify the Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) specify the System Operator's and Interconnecting Transmission Owner's estimate of the cost of the Optional Interconnection Study. To the extent known by the System Operator, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. The Optional Interconnection Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Optional Interconnection Study, including the cost of developing the study agreement and its attachment(s). Notwithstanding the above, the System Operator and Interconnecting Transmission Owner shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and the refundable deposit for the Optional Interconnection Study to the System Operator. The deposit for the study shall be 100 percent of the estimated cost of the study. Any difference between the study deposit and the actual cost of the Optional Interconnection Study shall be paid by or refunded to the Interconnection Customer, except as otherwise provided in Section 13.3. In accordance with Section 13.3, the System Operator and/or the Interconnecting Transmission Owner shall issue to the Interconnection Customer an invoice for the costs of the Optional Interconnection Study that have been

incurred by the System Operator and/or the Interconnecting Transmission Owner for the Optional Interconnection Study and the study agreement and its attachments(s). The Interconnection Customer shall pay the invoiced amounts, to the extent such amounts are greater than the initial deposit, within thirty (30) Calendar Days of receipt of invoice. The System Operator shall continue to hold the amounts on deposits until settlement of the final invoice with the Interconnection Customer and the Interconnecting Transmission Owner.

10.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The System Operator shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. The System Operator and Interconnecting Transmission Owner shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

The Optional Interconnection Study will consist of a short circuit analysis, a stability analysis, a power flow analysis, including thermal analysis and voltage analysis, a system protection analysis, and any other analyses that are deemed necessary by the System Operator in consultation with the Interconnecting Transmission Owner.

10.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the System Operator and Interconnecting Transmission Owner within ten (10) Business Days of the Interconnection Customer receipt of the Optional Interconnection Study Agreement. The System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed-upon time period specified within the Optional Interconnection Study Agreement. If the System Operator and Interconnecting Transmission Owner are unable to complete the Optional Interconnection Study within such time period, the System Operator shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Upon request, the System Operator and Interconnecting Transmission Owner shall provide the Interconnection

Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study to any third party consultant retained by the Interconnection Customer or to any non-market affiliate of the Interconnection Customer. The recipient(s) of such information shall be subject to the confidentiality provisions of Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. To the extent that any applicable information is not covered by any applicable confidentiality/disclosure requirements, such information may be provided directly to the Interconnection Customer.

10.4 Meeting with Parties.

Within ten (10) Business Days of providing an Optional Interconnection Study report to Interconnection Customer, System Operator will convene a meeting of the Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements to discuss the results of the Optional Interconnection Study.

10.5 Interconnection Agreement Developed Based on Optional Interconnection Study.

If the ETU IA for an Elective Transmission Upgrade is based on the results of an Optional Interconnection Study, the ETU IA shall reflect the conditions studied and any obligations that may involve: (i) additional studies if such conditions change, (ii) operational limits, or (iii) financial support for transmission upgrades.

SECTION 11. ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT (ETU IA).

11.1 Tender.

Interconnection Customer shall tender comments or provide notice, in writing, to the System Operator and Interconnecting Transmission Owner that the Interconnection Customer has no comments on the draft Interconnection Facilities Study report or on the draft Interconnection System Impact Study report if the Interconnection Customer waived the Interconnection Facilities Study, within thirty (30) Calendar Days of receipt of the report. Except as provided in the E&P Agreement or any mutual agreement by the entities that would be Parties to the ETU IA, the System Operator shall initiate the development of the ETU IA process within fifteen (15) Calendar Days after the comments are submitted or waived, by tendering to the Interconnection Customer a draft ETU IA, together with draft appendices completed by

the System Operator, in conjunction with the Interconnecting Transmission Owner to the extent practicable. The draft ETU IA shall be in the form of the System Operator's Commission-approved standard form ETU IA which is in Appendix 6 to Schedule 25. The Interconnection Customer shall return the Interconnection Customer specific information required to complete the form of ETU IA, including the appendices, in Appendix 6 of Schedule 25 that the Interconnection Customer is willing to execute within thirty (30) Calendar Days after receipt of the draft from the System Operator.

11.2 Negotiation.

Notwithstanding Section 11.1, at the request of the Interconnection Customer, the System Operator and Interconnecting Transmission Owner shall begin negotiations with the Interconnection Customer concerning the appendices to the ETU IA at any time after the Interconnection Facilities Study is complete or after the Interconnection System Impact Study is complete if the Interconnection Customer intends to waive the Interconnection Facilities Study. The System Operator, Interconnection Customer, and Interconnecting Transmission Owner shall negotiate concerning any disputed provisions of the appendices to the draft ETU IA for not more than sixty (60) Calendar Days after tender by the System Operator of the draft ETU IA pursuant to Section 11.1. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft ETU IA pursuant to Section 11.1 and request submission of the unexecuted ETU IA with the Commission or initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted ETU IA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the ETU IA, requested filing of an unexecuted ETU IA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of by the System Operator of the draft ETU IA pursuant to Section 11.1, it shall be deemed to have withdrawn its Interconnection Request. The System Operator and Interconnecting Transmission Owner shall provide to the Interconnection Customer a final ETU IA within fifteen (15) Business Days after the mutually agreed completion of the negotiation process.

11.3 Evidence to be Provided by Interconnection Customer; Execution and Filing of ETU IA.

11.3.1 Evidence to be Provided by Interconnection Customer.

11.3.1.1 Site Control. Within fifteen (15) Business Days after receipt of the final ETU IA, the Interconnection Customer shall provide (A) to the System Operator, reasonable evidence of continued Site Control, or (B) to the Interconnecting Transmission Owner posting of \$250,000 non-refundable additional security, which shall be applied toward future construction costs. If multiple Interconnecting Transmission Owners, the \$250,000 non-refundable additional security shall be distributed evenly among them. Interconnection Customer does not need to demonstrate Site Control where the Interconnection Request is for (i) a modification to the Interconnection Customer's existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility and the Interconnection Customer has certified in the Interconnection Request that it has Site Control and that the modification proposed in the Interconnection Request does not require additional real property, or (ii) a modification of an existing Pool Transmission Facility that is not owned by the Interconnection Customer.

11.3.1.2 Development Milestones. Within fifteen (15) Business Days after receipt of the final ETU IA, the Interconnection Customer also shall provide to the System Operator reasonable evidence that one or more of the following milestones in the development of the Elective Transmission Upgrade, to be elected by the Interconnection Customer, has been achieved: (i) the submission of filings for regulatory siting; (ii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Elective Transmission Upgrade; (iii) execution of an agreement regarding the use of the Elective Transmission Upgrade; (iv) application for environmental or land use permit.

At the same time, the Interconnection Customer shall commit to a schedule for the payment of upgrades identified in the Interconnection Studies or an E&P Agreement and either: (A) provide evidence of approvals for all Major Permits for the Elective Transmission Upgrade, as defined in Section III.13.1.1.2.2(a) of the Tariff, or (B) provide a refundable deposit to the Interconnecting Transmission Owner at execution of the ETU IA, of 20 percent of the total costs for the Interconnection Facilities and other upgrades identified in the Interconnection Studies or an E&P Agreement, unless the Interconnecting Transmission Owner's expenditure schedule for the Interconnection Facilities and other upgrades calls for an initial payment of greater than 20 percent of the total upgrade costs, in which case the scheduled initial payment must instead be made at time of ETU IA execution. If the Interconnection Customer selects option (B) above, it shall also commit in the ETU IA to the achievement of: (i) milestones for the completion of Major Permit approvals, and (ii) in the case of a CNR Interconnection Request, milestones to align the ETU IA with the fulfillment of terms outlined in Section III.13 of the Tariff for participation in the Forward Capacity Market.

11.3.2 Execution and Filing of ETU IA. Within fifteen (15) Business Days after receipt of the final ETU IA, (i) the Interconnection Customer and Interconnecting Transmission Owner shall execute three (3) originals of the tendered ETU IA, and return them to the System Operator, who will send an original to Interconnecting Transmission Owner and Interconnection Customer; or (ii) the Interconnection Customer shall request in writing that the System Operator and the Interconnecting Transmission Owner jointly file with the Commission an ETU IA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the executed originals of the tendered ETU IA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted ETU IA, the System Operator and Interconnecting Transmission Owner, in accordance with Section 11.3.3 or Section 11.3.4, as appropriate, shall jointly file the ETU IA with the Commission, together with its explanation of any matters as to which the System Operator, Interconnection Customer or Interconnecting Transmission Owner disagree and support for the costs that the Interconnecting Transmission Owner proposes to charge to the Interconnection Customer under the ETU IA. An unexecuted ETU IA should contain terms and conditions deemed appropriate by the System Operator and Interconnecting Transmission Owner for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted ETU IA, they may proceed pending Commission action.

With respect to the interconnection of an Interconnection Customer under Schedule 25, the ETU IA shall be a three-party agreement among the Interconnecting Transmission Owner, the System Operator and the Interconnection Customer. If the Interconnecting Transmission Owner, System Operator and Interconnection Customer agree to the terms and conditions of a specific ETU IA, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file the executed ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act. To the extent the Interconnecting Transmission Owner, System Operator and Interconnection Customer cannot agree to proposed variations from the standard form of ETU IA in Appendix 6 or cannot otherwise agree to the terms and conditions of the ETU IA for such Elective Transmission Upgrade, or any amendments to such an ETU IA, then the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission under Section 205 of the Federal Power Act and shall identify the areas of disagreement in such filing, provided that, in the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of the Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission

Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on such terms and conditions.

11.3.3 The Interconnecting Transmission Owner, acting on its own or jointly with the System Operator, may initiate a filing to amend this ETU IP and the standard form of ETU IA in Appendix 6 under Section 205 of the Federal Power Act and shall include in such filing the views of System Operator, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the Interconnecting Transmission Owner's position on any financial obligations of the Interconnecting Transmission Owner or the Interconnection Customer(s), and any provisions related to physical impacts of the interconnection on the Interconnecting Transmission Owner's transmission facilities or other assets.

11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall perform their respective obligations in accordance with the terms of the ETU IA, subject to modification by the Commission. Upon submission of an unexecuted ETU IA, the System Operator, Interconnection Customer and Interconnecting Transmission Owner shall promptly comply with the unexecuted ETU IA, subject to modification by the Commission.

11.5 Other Regulatory Arrangements.

Prior to achieving Commercial Operation, the Elective Transmission Upgrade must be under the Operational Authority of the System Operator pursuant to a Transmission Operating Agreement and establish a schedule under the ISO OATT pursuant to which service will be offered over the Elective Transmission Upgrade.

SECTION 12. CONSTRUCTION OF INTERCONNECTING TRANSMISSION OWNER INTERCONNECTION FACILITIES AND NETWORK UPGRADES.

12.1 Schedule.

The Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party shall negotiate in good faith concerning a schedule for the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades.

12.2 Construction Sequencing.

12.2.1 General. In general, the Trial Operation Date of an Interconnection Customer seeking interconnection to the Administered Transmission System will determine the sequence of construction of Network Upgrades.

12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer. An Interconnection Customer with an executed or unexecuted, but filed with the Commission, ETU IA, in order to maintain its Trial Operation Date, may request that the Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such Trial Operation Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Administered Transmission System, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party; (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Interconnecting Transmission Owner or appropriate Affected Party will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the ETU IA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that the Interconnecting Transmission Owner or appropriate Affected Party has not refunded to the Interconnection Customer. Payment by that entity with a contractual obligation to construct such Network Upgrades shall be due on the date that it would have been due had there been no request for advance construction. The Interconnecting Transmission Owner or appropriate Affected Party shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The

Interconnecting Transmission Owner or appropriate Affected Party then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the ETU IA.

12.2.3 Advancing Construction of Network Upgrades that are Part of the Regional System Plan of the System Operator. An Interconnection Customer with an ETU IA, in order to maintain its Trial Operation Date, may request that Interconnecting Transmission Owner or appropriate Affected Party advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such Trial Operation Date and (ii) would otherwise not be completed, pursuant to the Regional System Plan, in time to support such Trial Operation Date. Upon such request, the Interconnecting Transmission Owner or appropriate Affected Party will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay the Interconnecting Transmission Owner or appropriate Affected Party any associated expediting costs.

12.2.4 Amended Interconnection System Impact Study. An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested Trial Operation Date. This amended study will include those transmission and Generating Facilities that are expected to be in service on or before the requested Trial Operation Date. The ETU IA will also be amended to reflect the results of the Amended Interconnection System Impact Study and any changes in obligations, including financial support, of the Parties.

SECTION 13. MISCELLANEOUS.

13.1 Confidentiality.

Confidential Information shall include, without limitation, all information treated as confidential under the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to the others prior to the execution of an ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by any Party, the other Party(ies) shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the ETU IA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

13.1.2 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other Party(ies) may seek an appropriate protective order or waive compliance with the terms of the ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the ETU IP, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the Party must, consistent with 18 CFR. section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules, regulations and Section 13.1.

13.1.9 Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s(ies’) Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

13.1.11 The System Operator and Interconnecting Transmission Owner shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time when Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

The System Operator and Interconnecting Transmission Owner, or any Affected Party may use the services of subcontractors as it deems appropriate to perform its obligations under this ETU IP. The Party using the services of a subcontractor shall remain primarily liable to the Interconnection Customer for the performance of such subcontractors and compliance with its obligations of this ETU IP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

13.3 Obligation for Study Costs.

The System Operator and the Interconnecting Transmission Owner shall charge, and the Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. The System Operator and Interconnecting Transmission Owner shall not be obligated to perform or continue to perform any studies unless the Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4, 8.3 or 10.3 that the System Operator or Interconnecting Transmission Owner will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request, which request will not be unreasonably denied,

that the System Operator and Interconnecting Transmission Owner utilize a third party consultant reasonably acceptable to the System Operator, Interconnection Customer, Interconnecting Transmission Owner and any appropriate Affected Party, to perform such Interconnection Study under the direction of the System Operator or Interconnecting Transmission Owner as applicable. At other times, System Operator or Interconnecting Transmission Owner may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition. In all cases, use of a third party consultant shall be in accord with Article 26 of the ETU IA (Subcontractors) and limited to situations where the System Operator or Interconnecting Transmission Owner determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with the System Operator and Interconnecting Transmission Owner's progress on Interconnection Studies for other pending Interconnection Requests. In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, the Interconnection Customer, System Operator and Interconnecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The System Operator and Interconnecting Transmission Owner shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon the Interconnection Customer's request subject to the confidentiality provision in Section 13.1 and the ISO New England Information Policy, as well as any other applicable requirement under Applicable Laws and Regulations regulating the disclosure or confidentiality of such information. In any case, such third party contract may be entered into with the System Operator, Interconnection Customer, or Interconnecting Transmission Owner at the System Operator and Interconnecting Transmission Owner's discretion. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this ETU IP, Article 26 of the ETU IA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if the System Operator and Interconnecting Transmission Owner were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes.

The System Operator and Interconnecting Transmission Owner shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission. In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with the ETU IA, the ETU IP, or their performance, such Party (the “Disputing Party”) shall provide the other Party(ies) with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party’s(ies’) receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, after thirty (30) Calendar Days, then (i) in the case of disputes arising out of or in conjunction with the ETU IA, the System Operator and Interconnecting Transmission Owner shall jointly file an unexecuted ETU IA, or amendment thereto, with the Commission in accordance with Section 11.3.4, or (ii) in the case of disputes arising out of or in connection with any other matter regarding the administration of the ETU IP, the System Operator may terminate the Interconnection Request and the Interconnection Customer may seek relief pursuant to Section 206 of the Federal Power Act. Each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Schedule 25.

13.5.2 External Arbitration Procedures. Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

13.5.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons for such decision. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the ETU IA and ETU IP and shall have no power to modify or change any provision of the ETU IA and ETU IP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

13.5.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member panel and one-third of any associated arbitration costs; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties and one-third of any associated arbitration costs.

13.6 Local Furnishing Bonds.

13.6.1 Facilities Financed by Local Furnishing Bonds. This provision is applicable only to interconnections associated with facilities financed for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this ETU IA and ETU IP, the Interconnecting Transmission Owner shall not be required to provide Interconnection Service to the Interconnection Customer pursuant to this ETU IA and ETU IP if the provision of such Interconnection Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Interconnecting Transmission Owner's facilities that would be used in providing such Interconnection Service.

13.6.2 Alternative Procedures for Requesting Interconnection Service. If the Interconnecting Transmission Owner determines that the provision of Interconnection Service requested by the Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receiving notice of the Interconnection

Request. The Interconnection Customer thereafter may renew its Interconnection Request using the process specified in the Tariff.

APPENDICES TO ETU IP

APPENDIX 1 INTERCONNECTION REQUEST FOR ELECTIVE TRANSMISSION UPGRADE

APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 6 ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

APPENDIX 1
INTERCONNECTION REQUEST
FOR ELECTIVE TRANSMISSION UPGRADE

The undersigned Interconnection Customer submits this request to interconnect its Elective Transmission Upgrade (“ETU”) to the Administered Transmission System under Schedule 25 – Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) of Section II to the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”). Capitalized terms have the meanings specified in the Tariff.

PROJECT INFORMATION

Proposed Project Name: _____

1) Description of the ETU objective (*select one of a, b, c, d, or e*):

a. ___ Addition of a specific technology:

i) Type of new facility (*check all applicable*):

___DC ___AC ___controllable ___non-controllable ___Other (Explain):

ii) Address(es) or Location(s) of the ETU (including Town/City, County & State or a map detailing such information):

iii) Location(s) of the proposed Point(s) of Interconnection and associated terminals:

iv) Transmission transfer capability, including:

- (1) Energy transfer capability and direction(s) of flow**
- (2) Capacity transfer capability and direction(s) of flow**
- (3) Other:**

v) Indicate whether the study should consider:

- (1) Both directions of flow**
- (2) One direction of flow only**
- (3) Explain:**

b. ___ Modification to existing PTF, MTF or OTF that is part of or interconnected to the Administered Transmission System. Explain.

c. ___ Specific performance objective associated with specific Generating Facility(ies)/resources:

i) Identify Generating Facility(ies)/resources, including Queue Positions:

ii) Identify the specific performance goals/objectives of the ETU (e.g., energy integration):

d. ___ **Increase in transfer capability between points, including:**

- i) **Transfer points (from/to)**
- ii) **Energy transfer capability increase and direction(s) of flow**
- iii) **Capacity transfer capability increase and direction(s) of flow**
- iv) **Other**

e. ___ **Other specific and clearly described discrete objective:**

2) **Projected Dates:**

- a. **Commercial Operation:** _____
- b. **Trial Operation:** _____
- c. **In-Service:** _____

3) **This request is for (check either *Internal ETU* or *External ETU options*):**

- a. ___ **An Internal ETU (check one of i or ii):**
 - i) ___ **The interconnection of proposed new (check one):**
 - (1) ___ **PTF;**
 - (2) ___ **OTF or MTF.**

ii) ___ A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (*check one*):

(1) ___ existing internal PTF;

(2) ___ existing internal MTF or OTF that is interconnected to the Administered Transmission System.

b. ___ An External ETU (*check i or ii or iii and specify the other Control Area interconnecting to _____*)

i) ___ The interconnection of proposed new (*check one*):

(1) ___ PTF;

(2) ___ OTF or MTF.

ii) ___ A modification to, an increase in the transmission capability of, or other specific proposed objective associated with (*check one*):

(1) ___ existing external PTF

(2) ___ existing external MTF or OTF.

iii) ___ A change from NI Interconnection Service to CNI Interconnection Service for a controllable MTF or OTF (no physical change to facilities).

4) For External controllable OTF or MTF in the importing direction, applicant requests (*check one*):

a. ___ NI Interconnection Service (i.e., energy only): _____ MW

b. ___ CNI Interconnection Service (i.e., capacity and energy): _____ MW

i) If CNI Interconnection Service, does the Interconnection Customer request Long Lead Facility treatment? ___ Yes or ___ No

If yes, provide to ISO-NE, together with this Interconnection Request, the Long Lead Facility deposit and other required information as specified in Section 3.2.3 of the ETU IP, including a justification for Long Lead Facility treatment.

5) Evidence of Site Control (*check one*):

- a. ___ If for CNI Interconnection Service, Site Control is included with this Interconnection Request form, as required.
- b. ___ If for NI Interconnection Service (*check one*):
 - i) ___ Site Control is provided with this Interconnection Request form.
 - ii) ___ In lieu of evidence of Site Control, a \$10,000 deposit is provided with this Interconnection Request form (refundable within the cure period as described in Section 3.3.3 of the ETU IP).
 - iii) ___ Site Control is not provided because the proposed modification is either: a) to existing MTF, OTF or PTF and by checking this option, the Interconnection Customer certifies that the proposed modification does not require additional real property, or b) to PTF and the Interconnection Customer does not own such PTF.

6) This Interconnection Customer requests (*check one*):

- a. ___ A Feasibility Study to be completed as a separate and distinct study, or
- b. ___ A System Impact Study with the Feasibility Study to be performed as the first step of the study.
- c. If seeking CNI Interconnection Service, does the Interconnection Customer request a preliminary non-binding, analysis to identify potential upgrades that may be necessary to qualify resources for participation in a Forward Capacity Auction? ___ Yes or ___ No

Note: The above selection of a or b is not required as part of the initial Interconnection Request; however, the Interconnection Customer shall select either option and may revise this selection up to within five (5) Business Days following the Scoping Meeting.

7) The ETU technical data specified within the applicable attachment to this form (*check one*):

- a. ___ Is included with the submittal of this Interconnection Request.
 - b. ___ Will be provided on or before the execution and return of the Feasibility Study Agreement (Attachment B) or the System Impact Study Agreement (Attachment A), as applicable.
-
-

CUSTOMER INFORMATION

	<u>Interconnection Customer</u>	<u>Customer Representative</u>
Company Name:		
Address: (PO Box)		
(Street)		
(City, State, ZIP)		
Phone:		
FAX:		
Email:		

ISO Customer ID# (if available): _____

This Interconnection Request is submitted by:

Authorized Signature: _____ **Date:** _____

Name (type or print): _____

Title: _____

Company: _____

<p><i>In order for an Interconnection Request to be considered a valid request, it must:</i></p> <p><i>(a) Be accompanied by a deposit of \$50,000.00, which may be refundable in accordance with Section 3.3.1 of the ETU IP;</i></p>
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- (b) *For CNI Interconnection Service, include documentation demonstrating Site Control. If for NI Interconnection Service, demonstrate Site Control or post an additional deposit of \$10,000. If the Interconnection Customer with an Interconnection Request for NI Interconnection Service demonstrates Site Control within the cure period specified in Section 3.3.3 of the ETU IP, the additional deposit of \$10,000 shall be refundable (An Interconnection Customer does not need to demonstrate Site Control for an Interconnection Request for a modification to its existing PTF, MTF or OTF facility where the Interconnection Customer has certified that it has Site Control and that the proposed modification does not require additional real property);*
- (c) *Include a detailed map (2 copies), such as a map of the quality produced by the U.S. Geological Survey, which clearly indicates the site of the new facility and pertinent surrounding structures;*
- (d) *Include a one-line diagram of the facilities (2 copies);*
- (e) *Include all information required on the Interconnection Request form; and*
- (f) *Include the deposit and all information required for Long Lead Facility treatment, if such treatment is requested in accordance with Section 3.2.3 of the ETU IP.*

In addition, within sixty (60) days of submitting an Interconnection Request to the System Operator, the Interconnection Customer with a request for an External ETU, shall provide evidence that it has submitted a valid request with the other Control Area to which it seeks to interconnect.

All Interconnection Requests must be sent to the System Operator by any of the following methods:

By Mail to:

ISO New England Inc.

1 Sullivan Road

Holyoke MA 01040-2841

Attention: Transmission Strategy & Services

By FAX to:

413 540-4203

Attention: Transmission Strategy & Services

By Email to:

IRTT@iso-ne.com

ISO New England Inc. Use

Date Elective Transmission Upgrade Request Received: _____

Received By: _____

Deficient

Date Cured: _____

Date Deemed Valid Application: _____

Deemed Valid By: _____

The technical data required below must be submitted no later than the date of execution of the System Impact Study Agreement pursuant to Section 7.2 of the ETU IP. Submit additional data sheets as necessary.

ELECTIVE TRANSMISSION UPGRADES:

GEOGRAPHIC MAP
Geographic map which clearly illustrates the location of the proposed Elective Transmission Upgrade facilities and which includes the location of the proposed Point(s) of Interconnection and a specific transmission line or transmission cable route if applicable.
ONE LINE DIAGRAM
Detailed one-line diagram of the proposed Elective Transmission Upgrades facilities showing the connectivity between all new proposed equipment (i.e., circuit breakers, instrument transformers, surge arresters, transformers, shunt-connected capacitor banks, shunt-connected reactors, dynamic reactive power supply systems, transmission lines, etc.) and the proposed bus configuration at the Point(s) of Interconnection. Equipment grounding configuration should be depicted on the one-line (i.e., for transformers show winding and grounding arrangement)
PROPOSED POINT(S) OF INTERCONNECTION <i>(include additional points as necessary)</i>
Point of Interconnection A:
Voltage Level: _____ kV
Point of Interconnection B:

Attachment A (page 2)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

Voltage Level: _____Kv
Point of Interconnection C:
Voltage Level: _____kV
AC TRANSMISSION LINE DATA <i>(include data for segments between the POI and converter station(s) as necessary)</i>
Transmission line length: _____Miles
AC transmission tower design illustrating tower type, conductor type, number of conductors per bundle, spacing of conductors within bundle, phase spacing between conductors or conductor bundles, and conductor or conductor bundle clearances.
Voltage level: _____kV
Transmission line MVA base: _____ MVA
Positive sequence impedances on transmission line MVA base: R: _____ p.u. X: _____ p.u. B: _____ p.u.
Zero sequence impedances on transmission line MVA base): R: _____ p.u. X: _____ p.u. B: _____ p.u.
Line Rating: Normal/LTE/STE Rating _____ MVA / _____ MVA / _____ MVA

Attachment A (page 3)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

TRANSFORMER DATA <i>(include data for converter station power transformer(s) as necessary)</i>
Transformer Rating: OA/FA/FOA Rating _____ MVA / _____ MVA / _____ MVA
Voltage Ratio: High-side/Low-side/Tertiary _____ kV / _____ kV / _____ kV
Winding Connections (Delta, Wye, or Wye-Grounded): High-side Winding / Low-side Winding / Tertiary Winding _____ / _____ / _____
Fixed or Variable Taps:
Tap Range:
Two-Winding Transformer Impedances: Positive Sequence Impedance on transformer OA MVA base: _____ % _____ X/R Zero Sequence Impedance on transformer OA MVA base: _____ % _____ X/R
Three-Winding Transformer Impedances: Positive Sequence Impedance on transformer OA MVA base Z1 _{H-L} (on self-cooled MVA rating) _____ %, X/R _____ Z1 _{H-T} (on self-cooled MVA rating) _____ %, X/R _____ Z1 _{L-T} (on self-cooled MVA rating) _____ %, X/R _____

Attachment A (page 4)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

Zero Sequence Impedance on transformer OA MVA base $Z0_{H-L}$ (on self-cooled MVA rating) _____ %, X/R _____ $Z0_{H-T}$ (on self-cooled MVA rating) _____ %, X/R _____ $Z0_{L-T}$ (on self-cooled MVA rating) _____ %, X/R _____
FIXED OR SWITCHED SHUNT CAPACITOR BANK DATA
Capacitor Bank Rating: _____ MVA _r
Positive sequence susceptance on capacitor bank rating base: B: _____ p.u.
Zero sequence susceptance on capacitor bank rating base: B: _____ p.u.
FIXED OR SWITCHED SHUNT REACTOR DATA
Nameplate Reactor Rating: _____ MVA _r
Positive sequence susceptance on reactor rating base: B: _____ p.u.
Zero sequence susceptance on reactor rating base: B: _____ p.u.
DYNAMIC SHUNT REACTIVE SUPPLY SYSTEM
Device Type (i.e., SVC, STATCOM, etc.):
Reactive power supply reference point:
Maximum leading reactive power supply capability: _____ MVA _r

Attachment A (page 5)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

Maximum lagging reactive power supply capability: _____ MVA _r
DC TRANSMISSION SYSTEMS (LINE-COMMUTATED CONVERTER TECHNOLOGY)
Nameplate power transmission capacity: _____ MW _____ MVA
Minimum power transmission capacity: _____ MW
Maximum power transmission ramp rate: _____ MW/min
Point-to-point or back-to-back transmission:
Monopolar or bipolar transmission configuration:
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Rated DC voltage: _____ kV
Rated DC current: _____ A
Power controlling converter station and real power reference location:
Converter station losses (including auxiliary power demand) at nameplate power: Rectifier: _____ kW Inverter: _____ kW
Transmission line or cable losses at nameplate power: _____ kW
Nominal rectifier firing angle (alpha): _____ deg
Nominal inverter extinction angle (gamma): _____ deg

Attachment A (page 6)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

Converter station total reactive power supply (including filtering system) at nameplate active power: Rectifier: _____ MVAr Inverter: _____ MVAr
Number of switched filter or reactive power supply devices: Rectifier: _____ Inverter: _____
Size of largest switched filter or reactive power supply device: Rectifier: _____ MVAr Inverter: _____ MVAr
DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.
DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.
Pole conductor resistance at maximum operating temperature: _____ ohms
DMNR conductor resistance at maximum operating temperature : _____ ohms
DC TRANSMISSION SYSTEMS (VOLTAGE SOURCE CONVERTER TECHNOLOGY)
Nameplate power transmission capacity: _____ MW _____ MVA
Point-to-point or back-to-back transmission:

Attachment A (page 7)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

Transmission configuration (i.e., mono-pole, bi-pole or other):
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Maximum power transmission ramp rate: _____ MW/min
Rated DC voltage: _____ kV
Rated DC current: _____ A
Real power controlling converter and reference location:
Converter station losses (including auxiliary power demand) at nameplate power: _____ kW
Transmission line or cable losses at nameplate power: _____ kW
Passive filter size: Rectifier: Fixed: ____MVar Switched at de-block: ____MVar Inverter: Fixed: ____MVar Switched at de-block: ____MVar
Maximum converter station leading reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power: Rectifier: _____ MVar Inverter: _____ MVar

Attachment A (page 8)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection System Impact Study

<p>Maximum converter station lagging reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:</p> <p style="text-align: center;">Rectifier: _____ MVar Inverter: _____ MVar</p>
<p>Provide reactive capability curve.</p>
<p>DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.</p>
<p>DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.</p>
<p>Pole conductor resistance at maximum operating temperature: _____ ohms</p>
<p>POWER SYSTEM SIMULATION MODELS</p>
<p>Update and delivery of all necessary, fully-functioning, non-proprietary or non-confidential, PSS/E models required for accurate steady-state, dynamic, and short-circuit simulation of the proposed Elective Transmission Upgrade facilities operation and performance within the bulk power system.</p>
<p>OTHER TRANSMISSION FACILITY DATA</p>
<p>System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Facilities Study.</p>

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment A to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

Attachment B (page 1)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection Feasibility Study

The technical data required below must be submitted no later than the date of execution of the Feasibility Study Agreement pursuant to Section 6.1 of the ETU IP. Submit additional data sheets as necessary.

ELECTIVE TRANSMISSION UPGRADES:

GEOGRAPHIC MAP
Geographic map which clearly illustrates the location of the proposed Elective Transmission Upgrade facilities and which includes the location of the proposed Point(s) of Interconnection and a conceptual transmission line or transmission cable route if applicable.
ONE LINE DIAGRAM
Conceptual one-line diagram of the proposed Elective Transmission Upgrades facilities showing the connectivity between all new proposed equipment (i.e., circuit breakers, transformers, shunt-connected capacitor banks, shunt-connected reactors, dynamic reactive power supply systems, transmission lines, etc.) and the proposed bus configuration at the Point(s) of Interconnection.
PROPOSED POINT(S) OF INTERCONNECTION <i>(include additional points as necessary)</i>
Point of Interconnection A:
Voltage Level: _____ kV
Point of Interconnection B:
Voltage Level: _____ kV

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 To Appendix 1
 Interconnection Request
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 Interconnection Feasibility Study

Point of Interconnection C:
Voltage Level: _____ kV
AC TRANSMISSION LINE DATA <i>(include data for segments between the POI and converter station(s) as necessary)</i>
Estimated transmission line length: _____ Miles
Conceptual AC transmission tower design illustrating tower type, conductor type, number of conductors per bundle, spacing of conductors within bundle, phase spacing between conductors or conductor bundle spacing, and conductor or conductor bundle clearances.
Voltage level: _____ kV
Transmission line MVA base: _____ MVA
Estimated positive sequence impedances on transmission line MVA base: R: _____ p.u. X: _____ p.u. B: _____ p.u.
Estimated zero sequence impedances on transmission line MVA base): R: _____ p.u. X: _____ p.u. B: _____ p.u.
Line Rating: Normal/LTE/STE Rating _____ MVA / _____ MVA / _____ MVA

Attachment B (page 3)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection Feasibility Study

TRANSFORMER DATA
<i>(include data for converter station power transformer(s) as necessary)</i>
Estimated Transformer Rating: OA/FA/FOA Rating _____ MVA / _____ MVA / _____ MVA
Voltage Ratio: High-side/Low-side/Tertiary _____ kV / _____ kV / _____ kV
Winding Connections (Delta, Wye, or Wye-Grounded): High-side Winding / Low-side Winding / Tertiary Winding _____ / _____ / _____
Fixed or Variable Taps:
Estimated Tap Range:
Estimated Two-Winding Transformer Impedances: Positive Sequence Impedance on transformer OA MVA base: _____% _____ X/R Zero Sequence Impedance on transformer OA MVA base: _____% _____ X/R
Estimated Three-Winding Transformer Impedances:
Positive Sequence Impedance on transformer OA MVA base Z1 _{H-L} (on self-cooled MVA rating) _____%, X/R _____ Z1 _{H-T} (on self-cooled MVA rating) _____%, X/R _____ Z1 _{L-T} (on self-cooled MVA rating) _____%, X/R _____

Attachment B (page 4)
 To Appendix 1
 Interconnection Request
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Zero Sequence Impedance on transformer OA MVA base
$Z0_{H-L}$ (on self-cooled MVA rating) _____ %, X/R _____
$Z0_{H-T}$ (on self-cooled MVA rating) _____ %, X/R _____
$Z0_{L-T}$ (on self-cooled MVA rating) _____ %, X/R _____
FIXED OR SWITCHED SHUNT CAPACITOR BANK DATA
Capacitor Bank Rating: _____ MVA _r
Estimated positive sequence susceptance on capacitor bank rating base: B: _____ p.u.
Estimated zero sequence susceptance on capacitor bank rating base: B: _____ p.u.
FIXED OR SWITCHED SHUNT REACTOR DATA
Nameplate Reactor Rating: _____ MVA _r
Estimated positive sequence susceptance on reactor rating base: B: _____ p.u.
Estimated zero sequence susceptance on reactor rating base: B: _____ p.u.
DYNAMIC SHUNT REACTIVE SUPPLY SYSTEM
Device Type (i.e., SVC, STATCOM, etc.):
Reactive power supply reference point:
Maximum leading reactive power supply capability: _____ MVA _r

Attachment B (page 5)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection Feasibility Study

Maximum lagging reactive power supply capability: _____ MVA _r
DC TRANSMISSION SYSTEMS (LINE-COMMUTATED CONVERTER TECHNOLOGY)
Nameplate power transmission capacity: _____ MW _____ MVA
Minimum power transmission capacity: _____ MW
Maximum power transmission ramp rate: _____ MW/min
Point-to-point or back-to-back transmission:
Monopolar or bipolar transmission configuration:
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Rated DC voltage: _____ kV
Rated DC current: _____ A
Power controlling converter station and real power reference location:
Estimated converter station losses (including auxiliary power demand) at nameplate power: Rectifier: _____ kW Inverter: _____ kW
Estimated transmission line or cable losses at nameplate power: _____ kW
Nominal rectifier firing angle (alpha): _____ deg

Attachment B (page 6)
 To Appendix 1
 Interconnection Request
 Technical Data Required For
 Interconnection Feasibility Study

Nominal inverter extinction angle (gamma): _____ deg
Estimated converter station total reactive power supply (including filtering system) at nameplate active power: Rectifier: _____ MVar Inverter: _____ MVar
Estimated number of switched filter or reactive power supply devices: Rectifier: _____ Inverter: _____
Estimated size of largest switched filter or reactive power supply device: Rectifier: _____ MVar Inverter: _____ MVar
Conceptual DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.
Conceptual DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.
Estimated pole conductor resistance at maximum operating temperature: _____ ohms
Estimated DMNR conductor resistance at maximum operating temperature : _____ ohms
DC TRANSMISSION SYSTEMS (VOLTAGE SOURCE CONVERTER TECHNOLOGY)
Nameplate power transmission capacity: _____ MW _____ MVA
Point-to-point or back-to-back transmission:

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 To Appendix 1
 Interconnection Request
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 Interconnection Feasibility Study

Transmission configuration (i.e., mono-pole, bi-pole or other):
Unidirectional or bidirectional power transmission: (identify rectifier station for detail to be submitted below):
Maximum power transmission ramp rate: _____MW/min
Rated DC voltage: _____ kV
Rated DC current: _____ A
Real power controlling converter and reference location:
Estimated converter station losses (including auxiliary power demand) at nameplate power: _____ kW
Estimated transmission line or cable losses at nameplate power: _____kW
Estimated passive filter size: Rectifier: Fixed: ____MVA _r Switched at de-block: ____MVA _r Inverter: Fixed: ____MVA _r Switched at de-block: ____MVA _r
Estimated maximum converter station leading reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power: Rectifier: _____ MVA _r Inverter: _____ MVA _r

Attachment B (page 8)
 To Appendix 1
 Interconnection Request
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<p>Estimated maximum converter station lagging reactive power supply (including filtering system) at the network side of the power transformer and at nameplate active power:</p> <p style="text-align: center;">Rectifier: _____ MVar Inverter: _____ MVar</p>
<p>Provide reactive capability curve.</p>
<p>Conceptual DC transmission tower design illustrating tower type, conductor type, number of conductors, spacing between pole conductors or conductor bundles, and conductor or conductor bundle clearances.</p>
<p>Conceptual DC cable design illustrating cable type, cable spacing, and underground or submarine installation design.</p>
<p>Estimated pole conductor resistance at maximum operating temperature: _____ ohms</p>
<p>POWER SYSTEM SIMULATION MODELS</p>
<p>Delivery of all necessary, fully-functioning, non-proprietary or non-confidential, PSS/E models required for accurate steady-state, and short-circuit simulation of the proposed Elective Transmission Upgrade facilities operation and performance within the bulk power system.</p>
<p>OTHER TRANSMISSION FACILITY DATA</p>
<p>System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study.</p>

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Attachment B to the Interconnection Request is true and accurate.

For Interconnection Customer: _____ Date: _____

APPENDIX 2
INTERCONNECTION FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner(s) to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Elective Transmission Upgrade to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

- 2.0 Interconnection Customer elects and System Operator shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of the ETU IP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in Attachment B to the Interconnection Request, as may be modified as the result of the Scoping Meeting. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the ETU IP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the ETU IP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.
- 5.0 The Interconnection Feasibility Study report shall provide the following information:
- preliminary identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - preliminary identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
 - initial review of grounding requirements and electric system protection;
 - preliminary description and non-binding estimated cost of and the time to construct the facilities required to interconnect the Elective Transmission Upgrade to the Administered Transmission System and to address the identified short circuit and power flow issues; and
 - to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 6.2 of the ETU IP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to

qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

In accordance with the ETU IP, in performing the Interconnection Feasibility Study, System Operator and Interconnecting Transmission Owner shall coordinate with each other and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

- 6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. The deposit shall be applied toward the cost of the Interconnection Feasibility Study and the development of this Interconnection Feasibility Study Agreement and its attachment(s). Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection Feasibility Study Agreement is [insert date].

The total estimated cost of the performance of the Interconnection Feasibility Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____. Any difference between the deposit and the actual cost of the Interconnection Feasibility Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Feasibility Study System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.

Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

- 7.0 Miscellaneous.

- 7.1 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the

information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Feasibility Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Feasibility Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Feasibility Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Feasibility Study, the content of the Interconnection Feasibility Study, or the conclusions of the Interconnection Feasibility Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or an Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or an Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or

Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Feasibility Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.

- 7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the

Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.

- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on _____:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 3

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System;

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection Feasibility Study (the “Feasibility Study”) and provided the results of said study to the Interconnection Customer, or Interconnection Customer has requested that the Feasibility Study be completed as part of the System Impact Study pursuant to Section 6.1 of the ETU IP, or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”)(This recital is to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study); and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection System Impact Study to assess the impact of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, and any Affected Systems.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedure (“ETU IP”).
- 2.0 Interconnection Customer elects and System Operator and Interconnecting Transmission Owner shall cause to be performed an Interconnection System Impact Study consistent with Section 7.0 of the ETU IP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, and the technical information provided by Interconnection Customer in Attachment A to the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the ETU IP. System Operator and Interconnecting Transmission Owner reserve the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Interconnection System Impact Study report shall provide the following information:
 - identification of any circuit breaker or other facility short circuit capability limits exceeded as a result of the interconnection;
 - identification of any thermal overload of any transmission facility or system voltage limit violations resulting from the interconnection;
 - initial review of grounding requirements and electric system protection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;
- description and non-binding, good faith estimated cost of and the time to construct the facilities required to interconnect the Elective Transmission Upgrade to the Administered Transmission System and to address the identified short circuit, instability, and power flow issues; and
- to the extent the Interconnection Customer requested a preliminary analysis as described in this Section 7.4 of the ETU IP, the report will also provide a list of potential upgrades that may be necessary for the Interconnection Customer's Elective Transmission Upgrade to enable an Import Capacity Resource(s) to qualify for participation in a Forward Capacity Auction under Section III.13 of the Tariff.

6.0 The Interconnection Customer is providing herewith a deposit equal to the greater of 100 percent of the estimated cost of the Interconnection System Impact Study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection System Impact Study and the development of this Interconnection System Impact Study Agreement and its attachment(s) and the ETU IA. Interconnecting Transmission Owner's and System Operator's good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date].

The total estimated cost of the performance of the Interconnection System Impact Study consists of \$_____ which is comprised of the System Operator's estimated cost of \$_____ and the Interconnecting Transmission Owner's estimated cost of \$_____.

Any difference between the deposit and the actual cost of the Interconnection System Impact Study shall be paid by or refunded to the Interconnection Customer, as appropriate.

Upon receipt of the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.

System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection System Impact Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the ETU IP, in performing the Interconnection System Impact Study, System Operator and Interconnecting Transmission Owner shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection System Impact Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection System Impact Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection System Impact Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection System Impact Study, the content of the Interconnection System Impact Study, or the conclusions of the

Interconnection System Impact Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the

Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, an Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owners and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 7.4 **Third-Party Beneficiaries.** Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, or review, or to assist in the conducting, participating in, or reviewing of, an Interconnection System Impact Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 7.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Impact Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 7.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

- 7.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, whether performed separately or as part of the Interconnection System Impact Study, subject to any modifications in accordance with Section 4.4 of the ETU IP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, System Operator, and Interconnecting Transmission Owner]

APPENDIX 4
INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____ ; and

WHEREAS, Interconnection Customer desires to interconnect the Elective Transmission Upgrade to the Administered Transmission System; and

WHEREAS, System Operator and Interconnecting Transmission Owner have completed an Interconnection System Impact Study (the “System Impact Study”) and provided the results of said study to the Interconnection Customer; and

WHEREAS, Interconnection Customer has requested System Operator and Interconnecting Transmission Owner to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Elective Transmission Upgrade to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).
- 2.0 Interconnection Customer elects and System Operator shall cause an Interconnection Facilities Study consistent with Section 8.0 of the ETU IP to be performed in accordance with the Tariff.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), and schedule for required facilities to interconnect the Elective Transmission Upgrade to the Administered Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 5.0 The Interconnection Customer is providing herewith a deposit equal to the greater of 25 percent of the estimated cost of the Interconnection Facilities Study or \$250,000.

The deposit shall be applied toward the cost of the Interconnection Facilities Study and the development of this Interconnection Facilities Study Agreement and its attachment(s) and the ETU IA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

The total estimated cost of the performance of the Interconnection Facilities Study consists of \$_____ which is comprised of the System Operator’s estimated cost of \$_____ and the Interconnecting Transmission Owner’s estimated cost of \$_____. Any difference between the deposit and the actual cost of the Interconnection Facilities Study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Interconnection Facilities Study, System Operator and Interconnecting Transmission Owner shall charge and Interconnection Customer shall

pay the actual costs of the Interconnection Facilities Study. System Operator and Interconnecting Transmission Owner may, in the exercise of reasonable discretion, invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of the invoice.

In accordance with the ETU IP, in performing the Interconnection Facilities Study, Interconnecting Transmission Owner and System Operator shall coordinate with Affected Parties, shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.

6.0 Miscellaneous.

6.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

6.2 Disclaimer of Warranty. In preparing and/or participating in the Interconnection Facilities Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Interconnection Facilities Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Interconnection Facilities Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Interconnection Facilities Study, the content of the Interconnection Facilities Study, or the conclusions of the Interconnection Facilities Study.

Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

6.3 Force Majeure, Liability and Indemnification.

6.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.

6.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the

Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

6.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owner under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from the gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owner shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

- 6.4 **Third-Party Beneficiaries.** Without limiting Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in, review, or to assist in the conducting, participating in, or reviewing of, an Interconnection Facilities Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.
- 6.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Facilities Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located without regard to any choice of laws provisions.
- 6.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 6.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

- 6.11 Independent Contractor. Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.
- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.
- 6.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 6.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE
INTERCONNECTION FACILITIES STUDY**

Interconnection Customer elects (check one):

- +/- 20 percent cost estimate contained in the Interconnection Facilities Study report.
- +/- 10 percent cost estimate contained in the Interconnection Facilities Study report.

Interconnecting Transmission Owner and System Operator shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER
WITH THE
INTERCONNECTION FACILITIES STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the Elective Transmission Upgrade, including terminal facilities. For staged projects, please indicate future equipment, etc.

One set of metering is required for each ETU connection to the new ring bus or existing New England Transmission System station. Number of connections:

On the one line indicate the required capacity attached at each metering location. (Maximum load on Current Transformer/Power Transformer (“CT/PT”))

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the ETU side of the metering require that each meter set be designed for the total ETU capacity? Yes _____ No _____

(Please indicate on one line).

What type of control system or Power Line Carrier (“PLC”) will be located at the Interconnection Customer’s ETU?

What protocol does the control system or PLC use?

Attachment B (page 2)
Appendix 4
Interconnection Facilities
Study Agreement

Please provide a 7.5-minute quadrangle of the site. Sketch the facility, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from facility to interconnection station:

Line length from interconnection station to Interconnecting Transmission Owner's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with System Operator and Interconnecting Transmission Owner.

Is the ETU in Interconnecting Transmission Owner's service area?

Yes _____ No _____ Local provider:

Please provide proposed schedule dates:

Begin Construction Date:

Trial Operation Date:

Commercial Operation Date:

APPENDIX 5
OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer,”) and ISO New England Inc., a non-stock corporation existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”) [and _____, a _____ organized and existing under the laws of the State of _____ (“Interconnecting Transmission Owner”)]. Interconnection Customer, System Operator, and Interconnecting Transmission Owner may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Interconnection Customer is proposing an Elective Transmission Upgrade consistent with the Interconnection Request submitted by the Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer is proposing to establish an interconnection to the Administered Transmission System; and

WHEREAS, Interconnection Customer has submitted to System Operator an Interconnection Request; and

WHEREAS, on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has further requested that the System Operator and Interconnecting Transmission Owner prepare an Optional Interconnection Study.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Commission-approved Elective Transmission Upgrade

Interconnection Procedures (“ETU IP”), or in the other provisions of the ISO New England Inc. Transmission, Markets and Services Tariff (the “Tariff”).

- 2.0 Interconnection Customer elects and System Operator shall cause an Optional Interconnection Study consistent with Section 10.0 of the ETU IP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Interconnecting Transmission Owner’s Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by the Interconnection Customer in Attachment A.
In accordance with the ETU IP, in performing the Optional Interconnection Study, the System Operator shall coordinate with Interconnecting Transmission Owner and Affected Parties, and shall receive and incorporate input from such entities into its study, and shall provide copies of the final study report to such entities.
- 6.0 The Interconnection Customer is providing herewith a deposit equal to 100 percent of the estimated cost of the study. Interconnecting Transmission Owner’s and System Operator’s good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

The total estimated cost of the performance of the Optional Interconnection Study consists of \$_____ which is comprised of the System Operator’s estimated cost of \$_____ and the Interconnecting Transmission Owner’s estimated cost of \$_____.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the Interconnection Customer, as appropriate. Upon receipt of the Optional Interconnection Study, System Operator and Interconnecting Transmission Owner shall charge and the Interconnection Customer shall pay the actual costs of the Optional Interconnection Study. Interconnection Customer shall pay any invoiced amounts within thirty (30) Calendar Days of receipt of invoice.

7.0 Miscellaneous.

7.1 Accuracy of Information. Except as a Party (“Providing Party”) may otherwise specify in writing when it provides information to the other Parties under this Agreement, the Providing Party represents and warrants that, to the best of its knowledge, the information it provides to the other Parties shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Parties with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing and/or participating in the Optional Interconnection Study, as applicable, each Party and any subcontractor consultants employed by it shall have to rely on information provided by the Providing Party, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, beyond the commitment to use Reasonable Efforts in preparing and/or participating in the Optional Interconnection Study (including, but not limited to, exercise of Good Utility Practice in verifying the accuracy of information provided for or used in the Optional Interconnection Study), as applicable, no Party nor any subcontractor consultant employed by it makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy of the information considered in conducting the Optional Interconnection Study, the content of the Optional Interconnection Study, or the conclusions of the Optional Interconnection Study. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

7.3 Force Majeure, Liability and Indemnification.

- 7.3.1 Force Majeure. Neither System Operator, Interconnecting Transmission Owner nor an Interconnection Customer will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make hereunder. However, an entity whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the System Operator, the Interconnecting Transmission Owner or the Interconnection Customer, whichever is appropriate, of the commencement and end of each event of Force Majeure.
- 7.3.2 Liability. System Operator shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by System Operator in performing its obligations under this Agreement, except to the extent such act or omission by System Operator is found to result from its gross negligence or willful misconduct. Interconnecting Transmission Owner shall not be liable for money damages or other compensation to the Interconnection Customer for action or omissions by Interconnecting Transmission Owner in performing its obligations under this Agreement, except to the extent such act or omission by Interconnecting Transmission Owner is found to result from its gross negligence or willful misconduct. To the extent the Interconnection Customer has claims against System Operator or Interconnecting Transmission Owner, the Interconnection Customer may only look to the assets of System Operator or Interconnecting Transmission Owner (as the case may be) for the enforcement of such claims and may not seek to enforce any claims against the directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner or Affiliate of either who, the Interconnection Customer acknowledges and agrees, have no personal or other liability for obligations of System Operator or Interconnecting Transmission Owner by reason of their status as directors, members, shareholders, officers, employees or agents of System Operator or Interconnecting Transmission Owner

or Affiliate of either. In no event shall System Operator, Interconnecting Transmission Owner or any Interconnection Customer be liable for any incidental, consequential, multiple or punitive damages, loss of revenues or profits, attorneys fees or costs arising out of, or connected in any way with the performance or non-performance under this Agreement. Notwithstanding the foregoing, nothing in this section shall diminish an Interconnection Customer's obligations under the Indemnification section below.

7.3.3 Indemnification. Interconnection Customer shall at all times indemnify, defend, and save harmless System Operator and the Interconnecting Transmission Owner and their respective directors, officers, members, employees and agents from any and all damages, losses, claims and liabilities ("Losses") by or to third parties arising out of or resulting from the performance by System Operator or Interconnecting Transmission Owners under this Agreement, any bankruptcy filings made by the Interconnection Customer, or the actions or omissions of the Interconnection Customer in connection with this Agreement, except in the case of System Operator, to the extent such Losses arise from gross negligence or willful misconduct by System Operator or its directors, officers, members, employees or agents, and, in the case of Interconnecting Transmission Owner, to the extent such Losses arise from the gross negligence or willful misconduct by Interconnecting Transmission Owner or its directors, officers, members, employees or agents. The amount of any indemnity payment hereunder shall be reduced (including, without limitation, retroactively) by any insurance proceeds or other amounts actually recovered by the indemnified party in respect of the indemnified action, claim, demand, cost, damage or liability. The obligations of Interconnection Customer to indemnify System Operator and Interconnecting Transmission Owners shall be several, and not joint or joint and several. The liability provisions of the Transmission Operating Agreement or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, the Parties agree that subcontractor consultants hired by them to conduct, participate in,

or review, or to assist in the conducting, participating in, or reviewing of, an Optional Interconnection Study shall be deemed third party beneficiaries of Sections 7.2 and 7.3.

- 7.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request under Section 3.6 of the ETU IP. The System Operator or the Interconnecting Transmission Owner may terminate this Agreement fifteen (15) days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) day period.
- 7.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Point of Interconnection is located, without regard to any choice of laws provisions.
- 7.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 7.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 7.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.
- 7.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 7.11 **Independent Contractor.** Each of the Parties shall at all times be deemed to be an independent contractor of the other Parties, and none of its employees or the employees of its subcontractors shall be considered to be employees of the other Parties as a result of this Agreement.

- 7.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 7.13 Successors and Assigns. This Agreement may not be assigned, by operation of law or otherwise, without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld. Notwithstanding the foregoing, this Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent the same are authorized hereunder.
- 7.14 Due Authorization. Each Party to this Agreement represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, that execution of this Agreement will not violate any other agreement with a third party, and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[System Operator]

[Insert name of Interconnection Customer]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Interconnecting Transmission Owner

[Insert name of ITO]

[Insert name of ITO]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
Appendix 5
Optional Interconnection
Study Agreement

**ASSUMPTIONS USED IN CONDUCTING
THE OPTIONAL INTERCONNECTION STUDY**

[To be completed by Interconnection Customer consistent with Section 10 of the ETU IP.]

APPENDIX 6
ELECTIVE TRANSMISSION UPGRADE
INTERCONNECTION AGREEMENT

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THIS ELECTIVE TRANSMISSION UPGRADE INTERCONNECTION AGREEMENT

(“Agreement”) is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnection Customer” with an Elective Transmission Upgrade Facility), ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware (“System Operator”), and _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnecting Transmission Owner”). Under this Agreement the Interconnection Customer, System Operator, and Interconnecting Transmission Owner each may be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, System Operator is the central dispatching agency provided for under the Transmission Operating Agreement (“TOA”) which has responsibility for the operation of the New England Control Area from the System Operator control center and the administration of the Tariff; and

WHEREAS, Interconnecting Transmission Owner is the owner or possessor of an interest in the Administered Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Elective Transmission Upgrade identified in Appendix C to this Agreement; and

WHEREAS, System Operator, Interconnection Customer and Interconnecting Transmission Owner have agreed to enter into this Agreement for the purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Elective Transmission Upgrade Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used.

ARTICLE 1. DEFINITIONS

The definitions contained in this Article 1 and those definitions embedded in an Article of this Agreement are intended to apply in the context of the Elective Transmission Upgrade interconnection process provided for in Schedule 25 (and its appendices). To the extent that the definitions herein are different than those contained in Section I.2.2 of the Tariff, the definitions provided below shall control only for purposes of Elective Transmission Upgrade interconnections under Schedule 25. Capitalized terms in Schedule 25 that are not defined in this Article 1 shall have the meanings specified in Section I.2.2 of the Tariff.

Administered Transmission System shall mean the PTF, the Non-PTF, and distribution facilities that are subject to the Tariff.

Adverse System Impact shall mean any significant negative effects on the stability, reliability or operating characteristics of the electric system.

Affected System shall mean any electric system that is within the Control Area, including, but not limited to, generator owned transmission facilities, or any other electric system that is not within the Control Area that may be affected by the proposed interconnection.

Affected Party shall mean the entity that owns, operates or controls an Affected System, or any other entity that otherwise may be a necessary party to the interconnection process.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

Applicable Reliability Council shall mean the reliability council applicable to the New England Control Area.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the NPCC and the New England Control Area, including publicly available local reliability requirements of Interconnecting Transmission Owners or other Affected Parties.

Base Case shall have the meaning specified in Section 2.3.

Base Case Data shall mean the Base Case power flow, short circuit, and stability databases used for the Interconnection Studies by the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Elective Transmission Upgrade Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Elective Transmission Upgrade Interconnection Agreement.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Capacity Capability Interconnection Standard (“CC Interconnection Standard”) shall mean the criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Capacity Network Resource Interconnection Service or an Elective Transmission Upgrade seeking Capacity Network Import Interconnection Service, and in a manner that ensures intra-zonal deliverability by avoidance of the redispatch of other Capacity Network Resource or Elective Transmission Upgrades with Capacity Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Capacity Network Import Capability (“CNI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the aggregate highest megawatt amount of Capacity Supply Obligation obtained by the Import

Capacity Resource(s) associated with the External Elective Transmission Upgrade in accordance with Section III.13 of the Tariff. The Capacity Network Import Capability shall be the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Capacity Capability Interconnection Standard and shall not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures.

Capacity Network Import Interconnection Service (“CNI Interconnection Service”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade with the Administered Transmission System in accordance with the Capacity Capability Interconnection Standard. An Interconnection Customer’s Capacity Network Import Interconnection Service shall be for the megawatt of Capacity Network Import Capability. Capacity Network Import Interconnection Service does not in and of itself convey transmission service.

Capacity Network Resource Group Study (“CNR Group Study”) shall mean the study performed by the System Operator under Section III.13.1.1.2.3 of the Tariff to determine which resources qualify to participate in a Forward Capacity Auction.

Commercial Operation shall mean the status of an Elective Transmission Upgrade that has commenced transmitting electricity, excluding performance during Trial Operation.

Commercial Operation Date shall mean the date on which the Elective Transmission Upgrade commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Elective Transmission Upgrade Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, but not be limited to, information that is confidential pursuant to the ISO New England Information Policy.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Elective Transmission Upgrade Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Interconnecting Transmission Owner's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Interconnecting Transmission Owner's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Elective Transmission Upgrade. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Elective Transmission Upgrade Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission or if filed unexecuted, upon the date specified by the Commission.

Elective Transmission Upgrade ("ETU") shall mean a new Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnecting to the Administered Transmission System, or an upgrade to an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is part of or interconnected to the Administered Transmission System for which the Interconnection Customer has agreed to pay all of the costs of said Elective Transmission Upgrade and of any additions or modifications to the Administered Transmission System that are required to accommodate the Elective Transmission Upgrade. An Elective Transmission Upgrade is not a Generator Interconnection Related Upgrade, a Regional Transmission Upgrade, or a Market Efficiency Transmission Upgrade.

Elective Transmission Upgrade Interconnection Agreement ("ETU IA") shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade, that is included in this Schedule 25 to Section II of the Tariff.

Elective Transmission Upgrade Interconnection Procedures (“ETU IP”) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to an Elective Transmission Upgrade that are included in this Schedule 25 to Section II of the Tariff.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that, in the case of the Interconnecting Transmission Owner, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the New England Transmission System, Interconnecting Transmission Owner’s Interconnection Facilities or any Affected System to which the New England Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Elective Transmission Upgrade or Interconnection Customer’s Interconnection Facilities.

Engineering & Procurement (“E&P”) Agreement shall mean an agreement that authorizes the Interconnection Customer, Interconnecting Transmission Owner and any other Affected Party to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

External Elective Transmission Upgrade (“External ETU”) shall mean an Elective Transmission Upgrade that interconnects the New England Control Area with another Control Area.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

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

Generating Facility is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of Section II to the Tariff.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Interconnecting Transmission Owner’s Interconnection Facilities.

Interconnecting Transmission Owner shall mean Transmission Owner that owns, leases or otherwise possesses an interest in the portion of the Administered Transmission System at the Point of Interconnection and shall be a Party to the Elective Transmission Upgrade Interconnection Agreement. The term Interconnecting Transmission Owner shall not be read to include the System Operator, and may refer to one or more Transmission Owners in the case of an Internal Elective Transmission Upgrade.

Interconnecting Transmission Owner’s Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Interconnecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Interconnecting Transmission Owner’s Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Customer shall mean any entity, including a transmission owner or its Affiliates or subsidiaries, that interconnects or proposes to interconnect its Elective Transmission Upgrade with the

Administered Transmission System under the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Elective Transmission Upgrade Interconnection Agreement, that are separate and distinct from the Elective Transmission Upgrade and are located between the Elective Transmission Upgrade and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Interconnecting Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Elective Transmission Upgrade and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Elective Transmission Upgrade to the Administered Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the System Operator, Interconnecting Transmission Owner, or a third party consultant for the Interconnection Customer to determine a list of facilities (including Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Elective Transmission Upgrade with the Administered Transmission System. The scope of the study is defined in Section 8 of the Elective Transmission Upgrade Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Elective Transmission Upgrade to the Administered Transmission System, the scope of which is described in Section 6 of the Elective Transmission Upgrade Interconnection Procedures. The

Interconnection Customer has the option to request either that the Interconnection Feasibility Study be completed as a separate and distinct study, or as part of the Interconnection System Impact Study. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Elective Transmission Upgrade Interconnection Procedures, in accordance with the Tariff, to: (i) interconnect a new Elective Transmission Upgrade to the Administered Transmission System; (ii) increase the capability of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected to the Administered Transmission System; or (iii) make a Material Modification to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility or Other Transmission Facility that is interconnected with the Administered Transmission System. Interconnection Request shall not include a request to interconnect to a transmission facility that is not part of the Administered Transmission System.

Interconnection Service shall mean the right to interconnect the Interconnection Customer's Elective Transmission Upgrade to the Administered Transmission System at the Point of Interconnection pursuant to the terms of the Elective Transmission Upgrade Interconnection Agreement and, if applicable, the Tariff. For an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, Interconnection Service shall include Capacity Network Import Interconnection Service or Network Import Interconnection Service.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, the Interconnection Facilities Study and the Optional

Interconnection Study described in the Elective Transmission Upgrade Interconnection Procedures. Interconnection Study shall not include a CNR Group Study.

Interconnection Study Agreement shall mean any of the following agreements: the Interconnection Feasibility Study Agreement, the Interconnection System Impact Study Agreement, the Interconnection Facilities Study Agreement, and the Optional Interconnection Study Agreement attached to Elective Transmission Upgrade Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection of an Elective Transmission Upgrade on the safety and reliability of the Administered Transmission System and any other Affected System. The study shall identify and detail the system impacts that would result if the Elective Transmission Upgrade were interconnected without project modifications or system modifications, focusing on Adverse System Impacts, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Elective Transmission Upgrade Interconnection Procedures. If the Interconnection Customer requests that the Interconnection Feasibility Study be completed as part of the Interconnection System Impact Study, Section 6 shall be performed as the first step of the Interconnection System Impact Study, and shall be regarded as part of the Interconnection System Impact Study. When the requirements of Section 6 are performed as part of the Interconnection System Impact Study, the Interconnection Customer shall be responsible only for the deposit requirements of the Interconnection System Impact Study, and there shall be only one final report, which will include the results of both Section 6 and Section 7.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Interconnection System Impact Study.

Internal Elective Transmission Upgrade (“Internal ETU”) shall mean an Elective Transmission Upgrade that interconnects solely within the New England Control Area.

IRS shall mean the Internal Revenue Service.

Long Lead Time Facility (“Long Lead Facility”) shall mean a Generating Facility or an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service, respectively, that has, as applicable, elected

or requested long lead time treatment and met the eligibility criteria and requirements specified in Schedule 22 or Schedule 25 of Section II of the Tariff, respectively,

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from another Party's performance, or non-performance of its obligations under the Elective Transmission Upgrade Interconnection Agreement on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnifying Party.

Major Permits shall be as defined in Section III.13.1.1.2.2(a) of the Tariff.

Material Modification shall mean: (i) except as expressly provided in Section 4.4.1, those modifications to the Interconnection Request, including any of the technical data provided by the Interconnection Customer in Attachment A to the Interconnection Request or to the interconnection configuration, requested by the Interconnection Customer, that either require significant additional study of the same Interconnection Request and could substantially change the interconnection design, or have a material impact on the cost or timing of any Interconnection Studies or upgrades associated with an Interconnection Request with a later queue priority date; (ii) a change to the design or operating characteristics of an existing Pool Transmission Facility, Merchant Transmission Facility, or Other Transmission Facility that is interconnected with the Administered Transmission System that may have a significant adverse effect on the reliability or operating characteristics of the New England Transmission System; (iii) a delay to the Commercial Operation Date, In-Service Date, or Trial Operation Date of greater than three (3) years where the reason for delay is unrelated to construction schedules or permitting which delay is beyond the Interconnection Customer's control; (iv) except as provided in Section 3.2.3.4, a withdrawal of a request for Long Lead Facility treatment; or (v) except as provided in Section 3.2.3.6, an election to participate in an earlier Forward Capacity Auction than originally anticipated.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to the Elective Transmission Upgrade Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Capability Interconnection Standard (“NC Interconnection Standard”) shall mean the minimum criteria required to permit the Interconnection Customer to interconnect a Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service in a manner that avoids any significant adverse effect on the reliability, stability, and operability of the New England Transmission System, including protecting against the degradation of transfer capability for interfaces affected by the Generating Facility seeking Network Resource Interconnection Service or Elective Transmission Upgrade seeking Network Import Interconnection Service, as detailed in the ISO New England Planning Procedures.

Network Import Capability (“NI Capability”) shall mean, for an External Elective Transmission Upgrade that is a controllable Merchant Transmission Facility or Other Transmission Facility, the maximum net megawatt electrical capability at the Point of Interconnection consistent with the Network Capability Interconnection Standard and shall be for an amount not to exceed applicable seasonal equipment ratings determined pursuant to industry standards and consistent with the specifications described in ISO New England Planning and Operating Procedures. The Network Import Capability shall be equal to or greater than the Capacity Network Import Capability.

Network Import Interconnection Service (“NI Interconnection Service”) shall mean the Interconnection Service selected by the Interconnection Customer to interconnect its Elective Transmission Upgrade to the Administered Transmission System in accordance with the Network Capability Interconnection Standard. An Interconnection Customer’s Network Import Interconnection Service shall be solely for the megawatt amount of the Network Import Capability. Network Import Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the New England Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Elective Transmission Upgrade to the Administered Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Elective Transmission Upgrade Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Elective Transmission Upgrade Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean the System Operator, Interconnection Customer and Interconnecting Transmission Owner or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities connect to the Interconnecting Transmission Owner's Interconnection Facilities.

Point of Interconnection shall mean the point(s), as set forth in Appendix A to the Elective Transmission Upgrade Interconnection Agreement, where the Interconnection Facilities connect to the Administered Transmission System.

Queue Position shall mean the order of a valid request in the New England Control Area, relative to all other pending requests in the New England Control Area, that is established based upon the date and time of receipt of such request by the System Operator. Requests are comprised of interconnection requests for Generating Facilities, Elective Transmission Upgrades, requests for transmission service and notification of requests for interconnection to other electric systems, as notified by the other electric systems, that impact the Administered Transmission System. References to a "higher-queued" Interconnection Request shall mean one that has been received by System Operator (and placed in queue order) earlier than another Interconnection Request, which is referred to as "lower-queued."

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Elective Transmission Upgrade Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the System Operator, Interconnection Customer, Interconnecting Transmission Owner, or any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, conducted for the purpose of discussing alternative interconnection options, to exchange

information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (a) that the Interconnection Customer is the owner in fee simple of the real property or holds an easement for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (b) that the Interconnection Customer holds a valid written leasehold or other contractual interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (c) that the Interconnection Customer holds a valid written option to purchase or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; (d) that the Interconnection Customer holds a duly executed written contract to purchase, acquire an easement, a license or a leasehold interest in the real property for the Elective Transmission Upgrade's terminal locations at the Point of Interconnection within the New England Control Area; or (e) that the Interconnection Customer has filed applications for required permits to site on federal or state property where the Elective Transmission Upgrade's terminal locations will be located at the Point of Interconnection within the New England Control Area.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the New England Transmission System during their construction. The System Operator, Interconnection Customer, Interconnecting Transmission Owner, and any Affected Party as deemed appropriate by the System Operator in accordance with applicable codes of conduct and confidentiality requirements, must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Elective Transmission Upgrade Interconnection Agreement.

System Protection Facilities shall mean the equipment, including necessary signal protection communications equipment, required to protect (1) the New England Transmission System from faults or other electrical disturbances occurring at the Elective Transmission Upgrade and (2) the Elective Transmission Upgrade from faults or other electrical system disturbances occurring on the New England Transmission System or on other delivery systems or other generating systems to which the New England Transmission System is directly connected.

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

Trial Operation Date shall mean the date upon which the Elective Transmission Upgrade begins Trial Operation.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

2.1 Effective Date. This ETU IA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. System Operator and Interconnecting Transmission Owner, shall promptly and jointly file this ETU IA with the Commission upon execution in accordance with Section 11.3 of the ETU IP and Article 3.1, if required.

2.2 Term of Agreement. This ETU IA, subject to the provisions of Article 2.3, and by mutual agreement of the Parties, shall remain in effect for a period of _____ years from the Effective Date (*term to be specified in individual Agreement, but in no case should the term be less than ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request*) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This ETU IA may be terminated by the Interconnection Customer, subject to continuing obligations of this ETU IA and the Tariff, after giving the System Operator and Interconnecting Transmission Owner ninety (90) Calendar Days advance written notice, or by System Operator or Interconnecting Transmission Owner notifying the Commission after the Elective Transmission Upgrade retires pursuant to the Tariff, provided that if an Interconnection Customer exercises its right to terminate on ninety (90) Calendar Days, any reconnection would be treated as a new interconnection request; or this ETU IA may be terminated by Interconnecting Transmission Owner or System Operator by notifying the Commission after the Elective Transmission Upgrade permanently ceases Commercial Operation.

2.3.2 Default. Each Party may terminate this ETU IA in accordance with Article 17.

Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing, if applicable, with the Commission of a notice of termination of this ETU IA, which notice has been accepted for filing by the Commission. Termination of the ETU IA shall not supersede or alter any requirements for deactivation or retirement of an Elective Transmission Upgrade under ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

2.4 Termination Costs. If a Party elects to terminate this ETU IA pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party(ies), as of the date of such Party's(ies') receipt of such notice of termination, that are the responsibility of such Party(ies) under this ETU IA. In the event of termination by a Party, all Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this ETU IA, unless otherwise ordered or approved by the Commission:

2.4.1 With respect to any portion of the Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades to the extent covered by this ETU IA, that have not yet been constructed or installed, the Interconnecting Transmission Owner shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and the Interconnecting Transmission Owner shall deliver such material and equipment, and, if necessary, and to the extent possible, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Interconnecting Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, either (i) in the case of overpayment, Interconnecting Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties

incurred by the Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts, or (ii) in the case of underpayment, Interconnection Customer shall promptly pay such amounts still due plus any costs, including penalties incurred by Interconnecting Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this ETU IA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which the Interconnecting Transmission Owner has incurred expenses and has not been reimbursed by the Interconnection Customer.

2.4.2 Interconnecting Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Interconnecting Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this ETU IA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection. Upon termination of this ETU IA, Interconnection Service shall terminate and, the Parties will take all appropriate steps to disconnect the Elective Transmission Upgrade from the Interconnecting Transmission Owner's Interconnection Facilities. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this ETU IA or such non-terminating Party otherwise is responsible for these costs under this ETU IA.

2.6 Survival. This ETU IA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this ETU IA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this ETU IA was in effect; and to permit each Party to have access to the lands of the other Party(ies) pursuant to this

ETU IA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

- 3.1 Filing.** The System Operator and Interconnecting Transmission Owner shall jointly file this ETU IA (and any amendment hereto) with the appropriate Governmental Authority, if required, in accordance with Section 11.3 of the ETU IP. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If the Interconnection Customer has executed this ETU IA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with the System Operator and Interconnecting Transmission Owner with respect to such filing and to provide any information reasonably requested by the System Operator and/or the Interconnecting Transmission Owner needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Product Options.** Interconnection Customer with an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility (import direction) has selected the following (checked) type(s) of Interconnection Service:

Check: NI Interconnection Service (NI Capability Only)

CNI Interconnection Service (CNI Capability and NI Capability)

- 4.1.1 Capacity Network Import Interconnection Service (CNI Interconnection Service).**

4.1.1.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and the Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the CC Interconnection Standard. CNI Interconnection Service allows the Interconnection Customer's External

ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to enable the participation of an Import Capacity Resource in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the net CNI Capability, or as otherwise provided in Market Rule 1, Section III of the Tariff.

4.1.2 Network Import Interconnection Service (NI Interconnection Service).

4.1.2.1 The Product. The System Operator and Interconnecting Transmission Owner must conduct the necessary studies and Interconnecting Transmission Owner and Affected Parties must construct the Network Upgrades needed to interconnect the External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility under the NC Interconnection Standard.

NI Interconnection Service allows the Interconnection Customer's External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility to participate in the New England Markets, in accordance with Market Rule 1, Section III of the Tariff, up to the NI Capability or as otherwise provided in Market Rule 1, Section III of the Tariff. Notwithstanding the above, the portion of an External ETU that is a controllable Merchant Transmission Facility or Other Transmission Facility that has been interconnected under the NC Interconnection Standard cannot be used to support an Import Capacity Resource's(s') participation in the Forward Capacity Market under Section III.13 of the Tariff, except pursuant to a new Interconnection Request for CNI Interconnection Service.

4.2 Provision of Service. System Operator and Interconnecting Transmission Owner shall provide Interconnection Service for the Elective Transmission Upgrade at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this ETU IA in accordance with Applicable Laws and Regulations, the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such requirements and standards, such Party shall not be deemed to be in Breach of this ETU IA for its compliance therewith. If such Party is the Interconnecting Transmission Owner, then that Party shall amend

the ETU IA and System Operator, in conjunction with the Interconnecting Transmission Owner, shall submit the amendment to the Commission for approval.

4.4 No Transmission Delivery Service. The execution of this ETU IA does not constitute a request for, nor the provision of, any service except for Interconnection Service, including, but not limited to, transmission delivery service, local delivery service, distribution service, capacity service, energy service, or Ancillary Services under any applicable tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Transmission Delivery Service Implications. Interconnection Service allows the Interconnection Customer's Elective Transmission Upgrade to be interconnected to the Administered Transmission System. Although Interconnection Service does not convey a reservation of transmission service, any Network Customer can utilize its network service under the Tariff to obtain delivery of capability from the Interconnection Customer's Elective Transmission Upgrade. An Elective Transmission Upgrade may also be used to provide Ancillary Services, in accordance with the Tariff, after technical studies and/or periodic analyses are performed with respect to the Elective Transmission Upgrade's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Elective Transmission Upgrade. However, an Interconnection Customer's Elective Transmission Upgrade cannot be required to provide Ancillary Services except to the extent such requirements extend to all Elective Transmission Upgrades that are similarly situated.

Interconnection Service does not necessarily provide the Interconnection Customer with the capability to physically deliver electricity to any particular load on the New England Transmission System without incurring congestion costs. In the event of transmission constraints on the New England Transmission System, the Interconnection Customer's Elective Transmission Upgrade shall be subject to the applicable congestion management procedures for the New England Transmission System.

Once an Interconnection Customer satisfies the requirements for obtaining Interconnection Service, as long as the Elective Transmission Upgrade has not been deemed to be retired, any future transmission service request for delivery of electricity from the Elective Transmission

Upgrade to the New England Transmission System of any amount of capacity capability and/or energy capability will not require that any additional studies be performed or that any further upgrades associated with such Elective Transmission Upgrade be undertaken, and regardless of changes in ownership of the Elective Transmission Upgrade. To the extent the Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Elective Transmission Upgrade outside the New England Transmission System, or if the Elective Transmission Upgrade has been deemed to be retired, such request may require additional studies and upgrades in order for Interconnecting Transmission Owner to grant such request.

4.6 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this ETU IA are set forth in Article 9.6 and Article 13.4. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

**ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING,
PROCUREMENT, AND CONSTRUCTION**

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall specify the In-Service Date, Trial Operation Date, and Commercial Operation Date as specified in the Interconnection Request or as subsequently revised pursuant to Section 4.4 of the ETU IP; and select either Standard Option or Alternate Option set forth below for completion of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades as set forth in Appendix A, and such dates and selected option shall be set forth in Appendix B (Milestones). In accordance with Section 8 of the ETU IP and unless otherwise mutually agreed, the Alternate Option is not an available option if the Interconnection Customer waived the Interconnection Facilities Study.

5.1.1 Standard Option. The Interconnecting Transmission Owner shall design, procure, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B (Milestones). The Interconnecting Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event the Interconnecting Transmission Owner reasonably expects that it will not be able to complete the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades by the specified dates, the Interconnecting Transmission Owner shall promptly provide written notice to the Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities by the designated dates.

If Interconnecting Transmission Owner subsequently fails to complete Interconnecting Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Trial Operation Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B (Milestones); Interconnecting Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable System Operator refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall so notify the Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. The System Operator, Interconnecting Transmission Owner, Interconnection Customer, and any Affected Party as deemed appropriate by System Operator in accordance with applicable codes of conduct and confidentiality requirements must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A to the ETU IA. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option. If the Interconnection Customer elects not to exercise its option under Article 5.1.3 (Option to Build), Interconnection Customer shall so notify Interconnecting Transmission Owner within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Interconnecting Transmission Owner is responsible for the

design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Interconnecting Transmission Owner shall assume responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades pursuant to 5.1.1 (Standard Option).

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) the Interconnection Customer shall engineer, procure equipment, and construct the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the Interconnecting Transmission Owner;
- (2) Interconnection Customer's engineering, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Interconnecting Transmission Owner would be subject in the engineering, procurement or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Interconnecting Transmission Owner shall review and approve the engineering design, equipment acceptance tests, and the construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) prior to commencement of construction, Interconnection Customer shall provide to Interconnecting Transmission Owner a schedule for construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Interconnecting Transmission Owner;
- (5) at any time during construction, Interconnecting Transmission Owner shall have the right to gain unrestricted access to the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Interconnecting Transmission Owner, the Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(7) the Interconnection Customer shall indemnify the Interconnecting Transmission Owner for claims arising from the Interconnection Customer's construction of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 (Indemnity);

(8) the Interconnection Customer shall transfer control of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the Interconnecting Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Interconnecting Transmission Owner;

(10) Interconnecting Transmission Owner shall approve and accept for operation and maintenance the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Interconnecting Transmission Owner "as built" drawings, information, and any other documents that are reasonably required by Interconnecting Transmission Owner to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by Interconnecting Transmission Owner.

5.3 Liquidated Damages. The actual damages to the Interconnection Customer, in the event the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not

completed by the dates designated by the Interconnection Customer and accepted by the Interconnecting Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by the Interconnecting Transmission Owner to the Interconnection Customer in the event that Interconnecting Transmission Owner does not complete any portion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Interconnecting Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which the Interconnecting Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by the Interconnecting Transmission Owner to the Interconnection Customer as just compensation for the damages caused to the Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this ETU IA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Interconnecting Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade on the specified dates, unless the Interconnection Customer would have been able to commence use of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades to transmit power from the Elective Transmission Upgrade, but for Interconnecting Transmission Owner's delay; (2) the Interconnecting Transmission Owner's failure to meet the specified dates is the result of the action or inaction of the Interconnection Customer or any other Interconnection Customer who has entered into an ETU IA with the Interconnecting Transmission Owner or any cause beyond Interconnecting Transmission Owner's reasonable control or reasonable ability to cure, including, but not limited to, actions by the System Operator that cause delays and/or delays in licensing, permitting or consents where the

Interconnecting Transmission Owner has pursued such licenses, permits or consents in good faith; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. If a Power System Stabilizer or other frequency damping control equipment is required to be installed on the Elective Transmission Upgrade for the purpose of maintaining system stability, the Interconnection Customer shall procure, install, maintain and operate such equipment in accordance with the guidelines and procedures established by the System Operator and Interconnecting Transmission Owner, and consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator and Interconnecting Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers or other frequency damping control equipment, subject to the design and operating limitations of the Elective Transmission Upgrade. If the Elective Transmission Upgrade's Power System Stabilizers or other frequency damping control equipment are removed from service or not capable of automatic operation, the Interconnection Customer shall immediately notify the System Operator and Interconnecting Transmission Owner, or their designated representative.

5.5 Equipment Procurement. If responsibility for construction of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades is to be borne by the Interconnecting Transmission Owner, then the Interconnecting Transmission Owner shall commence design of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 The Interconnecting Transmission Owner has completed the Facilities Study pursuant to the Facilities Study Agreement;

5.5.2 The Interconnecting Transmission Owner has received written authorization to proceed with design and procurement from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.5.3 The Interconnection Customer has provided security to the Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.6 Construction Commencement. The Interconnecting Transmission Owner shall commence construction of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades;

5.6.3 The Interconnecting Transmission Owner has received written authorization to proceed with construction from the Interconnection Customer by the date specified in Appendix B (Milestones); and

5.6.4 The Interconnection Customer has provided security to Interconnecting Transmission Owner in accordance with Article 11.5 by the dates specified in Appendix B (Milestones).

5.7 Work Progress. The Interconnection Customer and the Interconnecting Transmission Owner shall keep each Party informed, by written quarterly progress reports, as to the progress of their respective design, procurement and construction efforts in order to meet the dates specified in Appendix B (Milestones). Any Party may also, at any other time, request a written progress report from the other Parties. If, at any time, the Interconnection Customer determines that the completion of the Interconnecting Transmission Owner's Interconnection Facilities will not be required until after the specified In-Service Date, the Interconnection Customer, upon the System Operator's approval that the change in the In-Service Date will not constitute a Material Modification pursuant to Section 4.4 of the ETU IP, will provide written notice to the

Interconnecting Transmission Owner of such later date upon which the completion of the Interconnecting Transmission Owner's Interconnection Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with the New England Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Elective Transmission Upgrade, System Operator and the Interconnecting Transmission Owner shall, upon the request and at the expense of Interconnection Customer, perform operating studies to determine the extent to which the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this ETU IA. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to complete the operating studies and permit Interconnection Customer to operate the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.10 Elective Transmission Upgrade ("ETU") and Interconnection Customer's Interconnection Facilities ("ICIF"). Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.10.1 Elective Transmission Upgrade Specifications. Interconnection Customer shall submit initial specifications for the ETU and ICIF, including System Protection Facilities, to Interconnecting Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Trial Operation Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Trial Operation Date. Interconnecting Transmission Owner shall review such specifications to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements

of the Interconnecting Transmission Owner and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Interconnecting Transmission Owner's Review. Interconnecting Transmission Owner's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the ETU or the ICIF. Interconnection Customer shall make such changes to the ETU or the ICIF as may reasonably be required by Interconnecting Transmission Owner, in accordance with Good Utility Practice, to ensure that the ETU and ICIF are compatible with the technical specifications, operational control, and safety requirements of the Interconnecting Transmission Owner.

5.10.3 ETU and ICIF Construction. The ETU and ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnection Customer shall deliver to the Interconnecting Transmission Owner "as-built" drawings, information and documents for the ETU and ICIF, such as: a one-line diagram, a site plan showing the ETU and the ICIF, plan and elevation drawings showing the layout of the ETU and ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the ETU and the ICIF, and the impedances (determined by factory tests) for any associated transformers. The Interconnection Customer shall provide Interconnecting Transmission Owner specifications for any and all controls, automatic voltage regulating equipment or controls, ETU control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Interconnecting Transmission Owner's Interconnection Facilities Construction. The Interconnecting Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the Interconnecting Transmission Owner shall deliver to the Interconnection Customer "as-built" drawings, information and documents for the

Interconnecting Transmission Owner's Interconnection Facilities. The appropriate drawings and relay diagrams shall be included in Appendix A of this ETU IA.

The System Operator will obtain operational control of the Interconnecting Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities pursuant to the TOA.

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at the incremental cost to another Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents if allowed under the applicable agency agreement, that are necessary to enable the Access Party solely to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Elective Transmission Upgrade with the Administered Transmission System; (ii) operate and maintain the Elective Transmission Upgrade, the Interconnection Facilities and the New England Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this ETU IA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Interconnecting Transmission Owner, the Interconnecting Transmission Owner shall at Interconnection Customer's expense use Reasonable Efforts, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property. Notwithstanding the foregoing, the Interconnecting Transmission Owner shall not be obligated to exercise eminent domain authority in a manner inconsistent with Applicable Laws and Regulations or when an Interconnection Customer is authorized under Applicable Laws and Regulations to exercise eminent domain on its own behalf.

- 5.14 Permits.** System Operator, Interconnecting Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Interconnecting Transmission Owner shall provide permitting assistance to the Interconnection Customer comparable to that provided to the Interconnecting Transmission Owner's own, or an Affiliate's generation or transmission facilities, if any.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Interconnecting Transmission Owner to construct, and Interconnecting Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Administered Transmission System, which are included in the Base Case of the Facilities Study for the Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. The Interconnection Customer shall reimburse the Interconnecting Transmission Owner for all costs incurred related to early construction to the extent such costs are not recovered from other Interconnection Customers included in the base case.
- 5.16 Suspension.** Interconnection Customer reserves the right, upon written notice to Interconnecting Transmission Owner and System Operator, to suspend at any time all work by Interconnecting Transmission Owner associated with the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and/or Network Upgrades required under this ETU IA with the condition that the New England Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and the System Operator's and Interconnecting Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Interconnecting Transmission Owner (i) has incurred pursuant to this ETU IA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the New England Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Interconnecting Transmission Owner cannot reasonably avoid; provided, however, that

prior to canceling or suspending any such material, equipment or labor contract, Interconnecting Transmission Owner shall obtain Interconnection Customer's authorization to do so. Interconnecting Transmission Owner shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Interconnecting Transmission Owner required under this ETU IA pursuant to this Article 5.16, and has not requested Interconnecting Transmission Owner to recommence the work required under this ETU IA on or before the expiration of three (3) years following commencement of such suspension, this ETU IA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Interconnecting Transmission Owner and System Operator, if no effective date is specified. A suspension under this Article 5.16 does not automatically permit an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date. A request for extension of such dates is subject to Section 4.4.5 of the ETU IP. Notwithstanding the extensions permitted under Section 4.4.5 of the ETU IP, the three-year period shall in no way result in an extension of the In-Service Date, the Trial Operation Date or the Commercial Operation Date that exceeds seven (7) years from the date of the Interconnection Request; otherwise, this ETU IA shall be deemed terminated.

5.17 Taxes.

5.17.1 Payments Not Taxable. The Parties intend that all payments or property transfers made by any Party for the installation of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity transmitted on the Elective Transmission Upgrade will pass to another party prior to the transmission of the electricity on the New England Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to the Interconnecting Transmission Owner for the Interconnecting

Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Interconnecting Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Elective Transmission Upgrade. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Interconnecting Transmission Owner's request, Interconnection Customer shall provide Interconnecting Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above. Interconnecting Transmission Owner represents and covenants that the cost of the Interconnecting Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Interconnecting Transmission Owner. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Interconnecting Transmission Owner from the cost consequences of any current tax liability imposed against Interconnecting Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Interconnecting Transmission Owner.

The Interconnecting Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this ETU IA unless (i) Interconnecting Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Interconnecting Transmission Owner to report payments or property as income subject to taxation;

provided, however, that Interconnecting Transmission Owner may require Interconnection Customer to provide security, in a form reasonably acceptable to Interconnecting Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Interconnecting Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Interconnecting Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period, and the applicable statute of limitation, as it may be extended by the Interconnecting Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Interconnecting Transmission Owner, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Interconnecting Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Interconnecting Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit the Interconnecting Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1). For this purpose, (i) Current Taxes shall be computed based on Interconnecting Transmission Owner composite federal and state tax rates at the time the payments or property transfers are received and Interconnecting Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed

by discounting Interconnecting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Interconnecting Transmission Owner current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades).

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Interconnecting Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Interconnecting Transmission Owner under this ETU IA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Interconnecting Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Interconnecting Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Interconnecting Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within ten (10) years from the date on which the relevant Interconnecting Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this ETU IA terminates and Interconnecting Transmission Owner retains ownership of

the Interconnection Facilities and Network Upgrades, the Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Interconnecting Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Interconnecting Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Interconnecting Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Interconnecting Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Interconnecting Transmission Owner may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Interconnecting Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Interconnecting Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Interconnecting Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Interconnecting Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally recognized tax counsel selected under the terms of the

preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Interconnecting Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Interconnecting Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Interconnecting Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Interconnecting Transmission Owner under the terms of this ETU IA is not taxable to Interconnecting Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Interconnecting Transmission Owner are not subject to federal income tax, or (d) if Interconnecting Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Interconnecting Transmission Owner pursuant to this ETU IA, Interconnecting Transmission Owner shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Interconnecting Transmission Owner for such taxes which Interconnecting Transmission Owner did not submit to the taxing authority, interest calculated in accordance with the methodology set forth in the Commission's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Interconnecting Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Interconnecting Transmission Owner, any refund or credit Interconnecting Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to the Interconnecting Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Interconnecting Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Interconnecting Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Interconnecting Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Interconnecting Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Interconnecting Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Interconnecting Transmission Owner for which Interconnection Customer may be required to reimburse Interconnecting Transmission Owner under the terms of this ETU IA. Interconnection Customer shall pay to Interconnecting Transmission Owner on a periodic basis, as invoiced by Interconnecting Transmission Owner, Interconnecting Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Interconnecting Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Interconnecting Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of

competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Interconnecting Transmission Owner.

5.18 Tax Status. Each Party shall cooperate with the others to maintain the other Party's(ies') tax status. Nothing in this ETU IA is intended to adversely affect any Interconnecting Transmission Owner's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Interconnection Customer or Interconnecting Transmission Owner may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, the facilities of any Affected Parties, or the New England Transmission System, that Party shall provide to the other Parties and any Affected Party: (i) sufficient information regarding such modification so that the other Party(ies) may evaluate the potential impact of such modification prior to commencement of the work; and (ii) such information as may be required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Elective Transmission Upgrade. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party(ies) at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, no Party shall be obligated to proceed with a modification that would constitute a Material Modification and therefore require an Interconnection Request under the ETU IP, except as provided under and pursuant to the ETU IP.

In the case of Elective Transmission Upgrade or Interconnection Customer's Interconnection Facility modifications that do not require Interconnection Customer to

submit an Interconnection Request, Interconnecting Transmission Owner shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the New England Transmission System, Interconnecting Transmission Owner's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this ETU IA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Interconnecting Transmission Owner makes to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System to facilitate the interconnection of a third party to the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System, or to provide transmission service to a third party under the Tariff, except as provided for under the Tariff or any other applicable tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Elective Transmission Upgrade or Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, the Interconnecting Transmission Owner shall test Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and

modifications. Interconnection Customer shall transmit test energy to or from the Elective Transmission Upgrade only if it has arranged for the transfer of such test energy.

- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Interconnection Customer and Interconnecting Transmission Owner shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, as may be necessary to ensure the continued interconnection of the Elective Transmission Upgrade to the Administered Transmission System in a safe and reliable manner. The Interconnection Customer and Interconnecting Transmission Owner each shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's(ies') facilities, at the requesting Party's expense, as may be in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The System Operator shall also have the right to require reasonable additional testing of the other Party's (ies') facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 6.3 Right to Observe Testing.** Each Party shall notify the System Operator and other Party(ies) in advance of its performance of tests of its Elective Transmission Upgrade and Interconnection Facilities. The other Party(ies) has the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's(ies') tests and/or inspection of any of its System Protection Facilities and other protective equipment; (ii) review the settings of the other Party's(ies') System Protection Facilities and other protective equipment; and (iii) review the other Party's(ies') maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. Each Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be governed by Article 22.

ARTICLE 7. METERING

- 7.1 General.** Interconnection Customer and Interconnecting Transmission Owner shall comply with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding metering. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Unless the System Operator otherwise agrees, the Interconnection Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under this Tariff and to communicate the information to the System Operator. Unless otherwise agreed, such equipment shall remain the property of the Interconnecting Transmission Owner.
- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Interconnecting Transmission Owner's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this ETU IA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Interconnecting Transmission Owner or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Standards.** Interconnection Customer and Interconnecting Transmission Owner shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards and the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 7.4 Testing of Metering Equipment.** Interconnection Customer and Interconnecting Transmission Owner shall inspect and test all of their respectively owned Metering Equipment upon installation and thereafter as specified in the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnection Customer and Interconnecting Transmission Owner shall give reasonable notice of the time when any inspection or test shall take place, and may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection

Customer's expense, in order to provide accurate metering. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than the values specified within ISO New England Operating Documents, or successor documents, from the measurement made by the standard meter used in the test, the Interconnection Customer and the Interconnecting Transmission Owner shall adjust the measurements of their respective equipment, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

- 7.5 Metering Data.** At Interconnection Customer's expense, metered data shall be telemetered to one or more locations designated by System Operator and Interconnecting Transmission Owner. The hourly integrated metering, established in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, used to transmit Megawatt hour ("MWh") per hour data by electronic means and the Watt-hour meters equipped with kilowatt-hour ("kwh") or MWh registers to be read at month's end shall be the official measurement of the amount of energy transmitted from the Elective Transmission Upgrade to the Point of Interconnection. Instantaneous metering is required in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with the System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 8.2 Remote Terminal Unit.** Prior to the Trial Operation Date of the Elective Transmission Upgrade, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer or Interconnecting Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by System Operator and Interconnecting Transmission Owner through use of a dedicated point-to-point data circuit(s). The communication protocol for the data circuit(s) shall be specified by System Operator and Interconnecting Transmission Owner. All information required by the ISO New England Operating Documents, or successor

documents, must be telemetered directly to the location(s) specified by System Operator and Interconnecting Transmission Owner.

Each Party will promptly advise the other Party(ies) if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party(ies). The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Reserved.

ARTICLE 9. OPERATIONS

9.1 General. Each Party shall comply with applicable provisions of ISO New England Operating Documents, Reliability Standards, or successor documents, regarding operations. Each Party shall provide to the other Party(ies) all information that may reasonably be required by the other Party(ies) to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 Control Area Notification. Before Trial Operation Date, the Interconnection Customer shall notify the System Operator and Interconnecting Transmission Owner in writing in accordance with ISO New England Operating Documents, Reliability Standards, or successor documents. If the Interconnection Customer elects to have the Elective Transmission Upgrade dispatched and operated from a remote Control Area other than the Control Area in which the Elective Transmission Upgrade is physically located, and if permitted to do so by the relevant transmission tariffs and ISO New England Operating Documents, Reliability Standards, or successor documents, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this ETU IA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Elective Transmission Upgrade in the other Control Area for dispatch and operations.

9.3 Interconnecting Transmission Owner and System Operator Obligations. Interconnecting Transmission Owner and System Operator shall cause the Interconnecting Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this ETU IA and ISO New England Operating Documents, Reliability Standards, or successor documents. Interconnecting Transmission Owner or System Operator may provide operating instructions to Interconnection Customer consistent with this ETU IA, ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and Interconnecting Transmission Owner's and System Operator's operating protocols and procedures as they may change from time to time. Interconnecting Transmission Owner and System Operator will consider changes to their operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this ETU IA and ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.5 Start-Up and Trial Operation. The Interconnection Customer is responsible for the proper start-up and Trial Operation of the Elective Transmission Upgrade as part of the New England Transmission System in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall design the Elective Transmission Upgrade and Interconnection Facilities that are capable of voltage control to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging or any reactive power or power factor requirement specified in the Interconnection System Impact Study for the Elective Transmission Upgrade, unless the System Operator or Interconnecting Transmission Owner has established different requirements that apply to all similar-situated facilities in the Control Area on a comparable basis and in accordance

with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.2 Voltage Schedules. Once the Interconnection Customer has commenced Trial Operation of the Elective Transmission Upgrade to the New England Transmission System, Interconnection Customer shall operate the Elective Transmission Upgrade at the direction of System Operator and Interconnecting Transmission Owner in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, regarding voltage schedules in accordance with such requirements.

9.6.2.1 Voltage Regulating Equipment. The Interconnection Customer must keep and maintain voltage regulating equipment on all voltage-controlling elements of the Elective Transmission Upgrade and Interconnection Facilities any voltage control requirements specified in the Interconnection System Impact Study and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. All Interconnection Customers that have, or are required to have, voltage regulating equipment shall normally operate the voltage regulating equipment in automatic operation.

It is the responsibility of the Interconnection Customer to maintain the voltage regulating equipment and function in good operating condition and promptly report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

9.6.2.2 Governor Control. The Interconnection Customer is obligated to provide and maintain a functioning governor or frequency regulation on all elements of the Elective Transmission Upgrade and Interconnection Facilities that are capable of frequency regulation in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

It is the responsibility of the Interconnection Customer to maintain the frequency regulating equipment and function in good operating condition and promptly

report to the System Operator and Interconnecting Transmission Owner any problems that could cause interference with its proper operation.

9.6.2.3 System Protection. The Interconnection Customer shall install and maintain protection systems in accordance with applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.6.3 Payment for Reactive Power.

Interconnection Customers shall be compensated for Reactive Power service in accordance with Schedule 2 of the Section II of the Tariff.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. The System Operator shall have the authority to coordinate facility outages in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Each Party may in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, in coordination with the other Party(ies), remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's(ies') facilities as necessary to perform maintenance or testing or to install or replace equipment, subject to the oversight of System Operator in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.1.2 Outage Schedules. Outage scheduling, and any related compensation, shall be in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.2 Interruption of Service. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, the System

Operator or Interconnecting Transmission Owner may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect System Operator's or Interconnecting Transmission Owner's ability to perform such activities as are necessary to safely and reliably operate and maintain the New England Transmission System.

9.7.3 Under-Frequency and Over Frequency Conditions. Interconnection Customer shall implement under-frequency and over-frequency protection set points for the Elective Transmission Upgrade and the Interconnection Facilities as required by the applicable provisions of ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Elective Transmission Upgrade response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with System Operator and Interconnecting Transmission Owner in accordance with ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. Interconnecting Transmission Owner shall install at Interconnection Customer's expense, in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, any System Protection Facilities that may be required on the Interconnecting Transmission Owner Interconnection Facilities or the New England Transmission System as a result of the interconnection of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.4.4 Each Party's protective relay design shall allow for tests required in Article 6.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

9.7.5 Requirements for Protection. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, and compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Elective Transmission Upgrade to any short circuit occurring on the New England Transmission System not otherwise isolated by Interconnecting Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the New England Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Elective Transmission Upgrade and the New England Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Elective Transmission Upgrade and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Elective Transmission Upgrade and Interconnection Customer's other equipment if conditions on the New England Transmission System could adversely affect the Elective Transmission Upgrade. Relays and other equipment that protect for other conditions such as over- or under-frequency, over- or under-voltage, and overloads shall be coordinated with the protective requirements of the New England Transmission System.

9.7.6 Power Quality. A Party's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard.

9.8 Switching and Tagging Rules. Each Party shall provide the other Party(ies) with a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Elective Transmission Upgrade to the Administered Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use the Interconnecting Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Interconnecting Transmission Owner, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed-upon methodology. If the issue of such compensation or

allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

- 9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Elective Transmission Upgrade or the New England Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 10. MAINTENANCE

- 10.1 Interconnecting Transmission Owner and Customer Obligations.** Interconnecting Transmission Owner and Interconnection Customer shall each maintain that portion of its respective facilities that are part of the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 10.2 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at its sole expense.

11.2 Interconnecting Transmission Owner's Interconnection Facilities. Interconnecting Transmission Owner shall design, procure, construct, install, own and/or control the Interconnecting Transmission Owner's Interconnection Facilities described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades) at the sole expense of the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades. Interconnecting Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, and to the extent provided by Article 5.1, Stand Alone Network Upgrades, and Distribution Upgrades described in Appendix A (Interconnection Facilities, Network Upgrades and Distribution Upgrades). The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless the Interconnecting Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by the Interconnection Customer.

11.4 Cost Allocation; Compensation; Rights; Affected Systems

11.4.1 Cost Allocation. Cost allocation of ETU related upgrades shall be in accordance with Schedules 11 and 12 of Section II of the Tariff.

11.4.2 Compensation. Any compensation due to the Interconnection Customer for increases in transfer capability to the PTF resulting from its ETU and associated system upgrades shall be determined in accordance with Sections II and III of the Tariff.

11.4.3 Rights. Notwithstanding any other provision of this ETU IA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades.

11.4.4 Special Provisions for Affected Systems. The Interconnection Customer shall enter into separate related facilities agreements to address any upgrades to the Affected System(s)

that are necessary for safe and reliable interconnection of the Interconnection Customer's Elective Transmission Upgrade.

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of an Interconnecting Transmission Owner's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Interconnecting Transmission Owner a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Interconnecting Transmission Owner in accordance with the Tariff. In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Interconnecting Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Interconnecting Transmission Owner and must specify a reasonable expiration date.

11.6 Interconnection Customer Compensation. If System Operator or Interconnecting Transmission Owner requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.4.1 of this ETU IA, Interconnection Customer shall be compensated pursuant to the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. Interconnection Customer shall be compensated for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the New England Transmission System during an Emergency Condition in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 12. INVOICE

- 12.1 General.** Each Party shall submit to the other Party(ies), on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party(ies) under this ETU IA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six months after completion of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades, Interconnecting Transmission Owner shall provide an invoice of the final cost of the construction of the Interconnecting Transmission Owner's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Interconnecting Transmission Owner shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Interconnection Customer shall pay to Interconnecting Transmission Owner any amount by which the actual payment by Interconnection Customer for estimated costs falls short of the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by any Party will not constitute a waiver of any rights or claims the other Party(ies) may have under this ETU IA.
- 12.4 Disputes.** In the event of a billing dispute between Interconnecting Transmission Owner and Interconnection Customer, Interconnecting Transmission Owner shall continue to provide Interconnection Service under this ETU IA as long as Interconnection Customer: (i) continues to

make all payments not in dispute; and (ii) pays to Interconnecting Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Interconnecting Transmission Owner may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in the Commission's Regulations at 18 CFR § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

- 13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of the System Operator in accordance with the applicable provisions of the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.
- 13.2 Notice.** Interconnecting Transmission Owner or System Operator as applicable shall notify Interconnection Customer and System Operator or Interconnecting Transmission Owner as applicable, promptly when it becomes aware of an Emergency Condition that affects the Interconnecting Transmission Owner's Interconnection Facilities or the New England Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Interconnecting Transmission Owner and System Operator promptly when it becomes aware of an Emergency Condition that affects the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Interconnecting Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Interconnecting Transmission Owner and System Operator, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by the Interconnecting Transmission Owner or the System Operator or otherwise regarding the New England Transmission System.

13.4 System Operator's and Interconnecting Transmission Owner's Authority.

13.4.1 General. System Operator or Interconnecting Transmission Owner may take whatever actions or inactions with regard to the New England Transmission System or the Interconnecting Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the New England Transmission System or Interconnecting Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities. System Operator and Interconnecting Transmission Owner may, on the basis of technical considerations and equipment capabilities, require the Elective Transmission Upgrade to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Elective Transmission Upgrade; implementing a reduction or disconnection pursuant to Article 13.4.2; directing the Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Elective Transmission Upgrade and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of System Operator's and Interconnecting Transmission Owner's operating instructions concerning Elective Transmission Upgrade real power and reactive power output within the manufacturer's design limitations of the Elective Transmission Upgrade's equipment that is in service

and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. System Operator and Interconnecting Transmission Owner may reduce Interconnection Service or disconnect the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities when such reduction or disconnection is necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. These rights are separate and distinct from any right of curtailment of the System Operator and Interconnecting Transmission Owner pursuant to the Tariff. When the System Operator and Interconnecting Transmission Owner can schedule the reduction or disconnection in advance, System Operator and Interconnecting Transmission Owner shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. System Operator and Interconnecting Transmission Owner shall coordinate with the Interconnection Customer in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents to schedule the reduction or disconnection during periods of least impact to the Interconnection Customer and the System Operator and Interconnecting Transmission Owner. Any reduction or disconnection shall continue only for so long as reasonably necessary in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents. The Parties shall cooperate with each other to restore the Elective Transmission Upgrade, the Interconnection Facilities, and the New England Transmission System to their normal operating state as soon as practicable in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

13.5 Interconnection Customer Authority. In accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents and the ETU IA and the ETU IP, the Interconnection Customer may take whatever actions or inactions with regard to the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Elective Transmission Upgrade or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or

inactions on the New England Transmission System and the Interconnecting Transmission Owner's Interconnection Facilities. System Operator and Interconnecting Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

- 13.6 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this ETU IA, a Party shall not be liable to another Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and in accordance with the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this ETU IA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this ETU IA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act or the Public Utility Holding Company Act of 1935, as amended. To the extent that a condition arises that could result in Interconnection Customer's inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978, the Parties shall engage in good faith negotiations to address the condition so that such result will not occur and so that this ETU IA can be performed.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this ETU IA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This ETU IA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this ETU IA, any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F (Addresses for Delivery of Notices and Billings).

A Party may change the notice information in this ETU IA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to another Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Party(ies) in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party(ies) in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default.

17.1.1 General. No Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this ETU IA or the result of an act or omission of the other Party(ies). Upon a Breach, the non-Breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party(ies) shall have the right to terminate this ETU IA by written notice at any time until

cure occurs, and be relieved of any further obligation hereunder and, whether or not those Parties terminate this ETU IA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which they are entitled at law or in equity. The provisions of this Article will survive termination of this ETU IA.

ARTICLE 18. INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

Notwithstanding any other provision of this Agreement, the liability, indemnification and insurance provisions of the Transmission Operating Agreement (“TOA”) or other applicable operating agreements shall apply to the relationship between the System Operator and the Interconnecting Transmission Owner and the liability, indemnification and insurance provisions of the Tariff apply to the relationship between the System Operator and the Interconnection Customer and between the Interconnecting Transmission Owner and the Interconnection Customer.

18.1 Indemnity. Each Party shall at all times indemnify, defend, and save the other Party(ies) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s(ies’) action or inactions of their obligations under this ETU IA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by an indemnified Party.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified

Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in which event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

18.3 Insurance. The Interconnecting Transmission Owner and the Interconnection Customer shall, at their own expense, maintain in force throughout the period of this ETU IA, and until released by the other Party(ies), the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party(ies), its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this ETU IA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this ETU IA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this ETU IA.

18.3.9 Within ten (10) days following execution of this ETU IA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this ETU IA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program, provided that such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this Article, it shall notify the other Party(ies) that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this ETU IA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This ETU IA may be assigned by any Party only with the written consent of the other Parties; provided that the Parties may assign this ETU IA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this ETU IA; and provided further that the Interconnection Customer shall have the right to assign this ETU IA, without the consent of the Interconnecting Transmission Owner or System Operator, for collateral security purposes to aid in providing financing for the Elective Transmission Upgrade, provided that the Interconnection Customer will promptly notify the Interconnecting Transmission Owner and System Operator of any such assignment. Any financing arrangement

entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Interconnecting Transmission Owner and System Operator of the date and particulars of any such exercise of assignment right(s), including providing the Interconnecting Transmission Owner with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this ETU IA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this ETU IA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this ETU IA; provided that if the Interconnection Customer (or any third party, but only if such third party is not acting at the direction of the Interconnecting Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

22.1 Confidentiality. Confidential Information shall include, without limitation, all information governed by the ISO New England Information Policy, all information obtained from third parties under confidentiality agreements, all information relating to a Party's technology, research

and development, business affairs, and pricing, and any information supplied by a Party to another prior to the execution of this ETU IA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party(ies) shall provide, in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this ETU IA, and for a period of three (3) years after the expiration or termination of this ETU IA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this ETU IA; or (6) is required, in accordance with Article 22.1.7 of the ETU IA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this ETU IA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party(ies) that it no longer is confidential.

22.1.3 Release of Confidential Information. A Party shall not release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this ETU IA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party(ies). The disclosure by each Party to the other Party(ies) of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties. By providing Confidential Information, a Party does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, a Party does not obligate itself to provide any particular information or Confidential Information to the other Party(ies) nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party(ies) under this ETU IA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party(ies) with prompt notice of such request(s) or requirement(s) so that the other

Party(ies) may seek an appropriate protective order or waive compliance with the terms of this ETU IA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this ETU IA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party(ies), use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party(ies)) or return to the other Party(ies), without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party(ies).

22.1.9 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's(ies') Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party(ies) shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Parties shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to the Commission, its Staff, or a State. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR. section 1b.20, if the Commission or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this ETU IA, the Party shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the

information to the Commission or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party(ies) to this ETU IA prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Party(ies) to the ETU IA when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this ETU IA (“Confidential Information”) shall not be disclosed by the other Party(ies) to any person not employed or retained by the other Party(ies), except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party(ies), such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this ETU IA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party(ies) in writing of the information it claims is confidential. Prior to any disclosures of the other Parties’ Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party(ies) in writing and agrees to assert confidentiality and cooperate with the other Party(ies) in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Party(ies), first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Elective Transmission Upgrade or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party(ies). The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four (24) hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party(ies) copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

24.1 Information Acquisition. Subject to any applicable confidentiality restrictions, including, but not limited to, codes of conduct, each Party shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by System Operator and Interconnecting Transmission Owner. The initial information submission by System Operator and Interconnecting Transmission Owner shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date and shall include information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis Interconnecting Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by the Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation Date. Interconnection Customer shall submit a completed copy of the Elective Transmission Upgrade data requirements contained in Appendix 1 to the ETU IP. It shall also include any additional

information provided to Interconnecting Transmission Owner and System Operator for the Interconnection Feasibility Study, Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Elective Transmission Upgrade design or expected performance data. Information submitted for stability models shall be compatible with Interconnecting Transmission Owner and System Operator standard models. If there is no compatible model, the Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If the Interconnection Customer's data is different from what was originally provided to Interconnecting Transmission Owner pursuant to the Interconnection Study Agreement between Interconnecting Transmission Owner and Interconnection Customer, then the System Operator will review it and conduct appropriate studies, as needed, at the Interconnection Customer's cost, to determine the impact on the New England Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Elective Transmission Upgrade information and "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Elective Transmission Upgrade as required by Good Utility Practice to verify proper operation of the Elective Transmission Upgrade's voltage regulation capability, and of other automatic controls for which the Elective Transmission Upgrade is reliant upon for acceptable performance, as described and requested by the System Operator. Documentation of the test results will be provided to the System Operator.

The Interconnection Customer shall provide the Interconnecting Transmission Owner and System Operator with any information changes due to proposed equipment replacement, repair, or adjustment. Interconnecting Transmission Owner shall provide the Interconnection Customer and System Operator with any information changes due to proposed equipment replacement, repair or adjustment in the directly connected substation or any adjacent Interconnecting Transmission Owner-owned substation that may affect the Interconnection Customer's

Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information in accordance with Article 5.19 of this Agreement.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the “disclosing Party”) shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Party(ies) to: (i) verify the costs incurred by the disclosing Party for which the other Party(ies) are responsible under this ETU IA; and (ii) carry out its obligations and responsibilities under this ETU IA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this ETU IA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the “notifying Party”) shall notify the other Party(ies) when the notifying Party becomes aware of its inability to comply with the provisions of this ETU IA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory Breach of this ETU IA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this ETU IA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party(ies), to audit at its own expense the other Party’s(ies’) accounts and records pertaining to a Party’s performance or a Party’s satisfaction of obligations under this ETU IA. Such audit rights shall include audits of the other Party’s(ies’) costs, calculation of invoiced amounts, the efforts to allocate responsibility for the provision of reactive support to the New England Transmission System, the efforts to allocate responsibility for interruption or reduction of generation on the New England Transmission System, and each Party’s actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party’s performance and satisfaction of obligations under this ETU IA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

25.4.1 Audit Rights Period for Construction-Related Accounts and Records. Accounts and records related to the design, engineering, procurement, and construction of Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Interconnecting Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this ETU IA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party(ies) together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

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

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this ETU IA. The hiring Party shall be fully responsible to the other Party(ies) for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the

Interconnecting Transmission Owner be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under Article 5 of this ETU IA. Any applicable obligation imposed by this ETU IA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

27.1 Submission. In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this ETU IA or its performance, such Party (the "disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party(ies). In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's(ies') receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this ETU IA.

27.2 External Arbitration Procedures. Any arbitration initiated under this ETU IA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrator so chosen by the System Operator shall chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the

American Arbitration Association (“Arbitration Rules”) and any applicable Commission regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this ETU IA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) a pro rata share of the cost of a single arbitrator chosen by the Parties.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Elective Transmission Upgrade, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this ETU IA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this ETU IA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this ETU IA, to become a Party hereto and to perform its obligations hereunder. This ETU IA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this ETU IA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this ETU IA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this ETU IA, and it will provide to any Governmental Authority notice of any actions under this ETU IA that are required by Applicable Laws and Regulations.

ARTICLE 29. [OMITTED]

ARTICLE 30. MISCELLANEOUS

30.1 Binding Effect. This ETU IA and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts. In the event of a conflict between the body of this ETU IA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this ETU IA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This ETU IA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this ETU IA, and reference to a

person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this ETU IA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this ETU IA or such Appendix of this ETU IA, or such Section of the ETU IP or such Appendix of the ETU IP, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this ETU IA as a whole and not to any particular Article or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

30.4 Entire Agreement. Except for the ISO New England Operating Documents, Applicable Reliability Standards, or successor documents, this ETU IA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this ETU IA. Except for the ISO New England Operating Documents, Applicable Reliability Standards, any applicable tariffs, related facilities agreements, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this ETU IA.

30.5 No Third Party Beneficiaries. This ETU IA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this ETU IA to insist, on any occasion, upon strict performance of any provision of this ETU IA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this ETU IA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this ETU IA. Termination or Default of this ETU IA for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Interconnecting Transmission Owner. Any waiver of this ETU IA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this ETU IA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this ETU IA.

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

30.9 Amendment. The Parties may by mutual agreement amend this ETU IA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this ETU IA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this ETU IA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Consistent with Section 11.3 of the ETU IP, Interconnecting Transmission Owner and System Operator shall have the right to make unilateral filings with the Commission to modify this ETU IA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with the Commission to

modify this ETU IA pursuant to section 206 or any other applicable provision of the Federal Power Act and the Commission's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Parties and to participate fully in any proceeding before the Commission in which such modifications may be considered. In the event of disagreement on terms and conditions of the ETU IA related to the costs of upgrades to such Interconnecting Transmission Owner's transmission facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of Interconnecting Transmission Owner, and any provisions related to physical impacts of the interconnection on Interconnecting Transmission Owner's transmission facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to Interconnecting Transmission Owner's position on such terms and conditions. Nothing in this ETU IA shall limit the rights of the Parties or of the Commission under sections 205 or 206 of the Federal Power Act and the Commission's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This ETU IA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this ETU IA in triplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

ISO New England Inc. (System Operator)

By: _____

Title: _____

Date: _____

[Insert Name of (Interconnecting Transmission Owner(s))

By: _____

Title: _____

Date: _____

[Insert name of] (Interconnection Customer)

By: _____

Title: _____

Date: _____

APPENDICES TO ETU IA

Appendix A	Interconnection Facilities, Network Upgrades and Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billings

APPENDIX A TO ETU IA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

a. Point(s) of Interconnection

List and identify each Point of Interconnection (*e.g.*, first, second, etc.)

The Point of Interconnection for the first terminal location shall be at the point where [*insert description of the first location internal to New England Control Area*]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Interconnection for the second terminal location shall be at the point where [*insert description of the second location internal to New England Control Area or the location external to New England Control Area*]. See Appendix A-2, which drawing is attached hereto and made part hereof.

b. Point(s) of Change of Ownership

List and identify the Point of Change of Ownership for each Point of Interconnection (*e.g.*, first, second, etc.)

The Point of Change of Ownership for the first terminal location shall be at the point where [*insert description of the first location internal to New England Control Area*]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The Point of Change of Ownership for the second terminal location shall be at the point where [*insert description of the second location internal to New England Control Area or the location external to New England Control Area*]. See Appendix A-2, which drawing is attached hereto and made part hereof.

c. Metering

List and identify the metering point for each Point of Interconnection (*e.g.*, first, second, etc.)

The metering point for the first terminal location shall be located at where [*insert description of the first location internal to New England Control Area*]. See Appendix A-1, which drawing is attached hereto and made part hereof.

The metering point for the second terminal location shall be located at where [*insert description of the second location internal to New England Control Area or the location external to New England Control Area*]. See Appendix A-2, which drawing is attached hereto and made part hereof.

d. Interconnection Customer's Interconnection Facilities (including metering equipment).

List and identify the Interconnection Customer's Interconnection Facilities for each Point of Interconnection (*e.g.*, first, second, etc.)

The Interconnection Customer's Interconnection Facilities for the first terminal location shall include [*insert Interconnection Customer's Interconnection Facilities*]. See Appendix A-1.

The Interconnection Customer's Interconnection Facilities for the second terminal location shall include [*insert Interconnection Customer's Interconnection Facilities for the second terminal location*]. See Appendix A-2.

e. Interconnecting Transmission Owner's Interconnection Facilities (including metering equipment).

List and identify the Interconnecting Transmission Owner's Interconnection Facilities for each Point of Interconnection (e.g., first, second, etc.)

The Interconnecting Transmission Owner's Interconnection Facilities for the first terminal location shall include [*insert Interconnecting Transmission Owner's Interconnection Facilities for the first terminal location*]. See Appendix –1.

The Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location shall include [*insert Interconnecting Transmission Owner's Interconnection Facilities for the second terminal location*]. See Appendix –2.

2. Network Upgrades:

- a. **Stand Alone Network Upgrades.** [*insert Stand Alone Network Upgrades associated with the first terminal location*]
- b. **Other Network Upgrades.** [*insert Other Network Upgrades associated with the first terminal location*].
- c. **Stand Alone Network Upgrades.** [*insert Stand Alone Network Upgrades associated with the second terminal position if it is internal to the New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades*].
- d. **Other Network Upgrades.** [*insert Other Network Upgrades associated with the second terminal position if it is internal to New England Control Area, list all Network Upgrades for terminal locations external to New England Control Area as Affected System Upgrades*].

3. Distribution Upgrades.

- a. [*insert Distribution Upgrades associated with the first terminal position*]
- b. [*insert Distribution Upgrades associated with the second terminal position if it is internal to New England Control Area, list all Distribution Upgrades for terminal locations external to New England Control Area as Affected System Upgrades*]

4. Affected System Upgrades.

- a. *[insert Affected System Upgrades associated with the first terminal position]*
- b. *[insert Affected System Upgrades associated with the second terminal position]*

5. Contingency Upgrades List:

a. Long Lead Facility-Related Upgrades.

The Interconnection Customer's Elective Transmission Upgrade is associated with a Long Lead Facility, in accordance with Section 3.2.3 of the ETU IP. Pursuant to Section 4.1.1 of the ETU IP, the Interconnection Customer shall be responsible for the following upgrades in the event that the Long Lead Facility achieves Commercial Operation and its counterparty obtains a Capacity Supply Obligation in accordance with Section III.13.1 of the Tariff:

[insert]

If the Interconnection Customer fails to cause these upgrades to be in-service prior to the commencement of the Long Lead Facility's associated) counterparty's Capacity Commitment Period, the Interconnection Customer shall be deemed to be in Breach of this ETU IA in accordance with Article 17.1, and the System Operator will initiate all necessary steps to terminate this ETU IA, in accordance with Article 2.3.

- b. Other Contingency Upgrades.** *[e.g., list of upgrades associated with higher queued Interconnection Requests and any other contingency upgrades that the Parties may deem necessary for the interconnection of the Elective Transmission Upgrade]*
- c. Post-Forward Capacity Auction Re-study Upgrade Obligations.** *[insert any change in upgrade obligations that result from re-study conducted post receiving a Capacity Supply Obligation through a Forward Capacity Auction]*

APPENDIX B TO ETU IA

Milestones

- 1. Selected Option Pursuant to Article 5.1:** Interconnection Customer selects the *[insert]*. Options as described in Articles 5.1.*[insert]*, 5.1.*[insert]*, and 5.1.*[insert]* shall not apply to this ETU IA.
- 2. Milestones and Other Requirements for all Elective Transmission Upgrades:** The description and entries listed in the following table establish the required Milestones in accordance with the provisions of the ETU IP and this ETU IA. The referenced section of the ETU IP or article of the ETU IA should be reviewed by each Party to understand the requirements of each milestone.

Item No.	Milestone Description	Responsible Party	Date	ETU IP/ETU IA Reference
1	Provide evidence of continued Site Control to System Operator, or \$250,000 non-refundable deposit to the Interconnecting Transmission Owner	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.1 of ETU IP
2	Provide evidence of one or more milestones specified in § 11.3 of ETU IP to the System Operator and to the Interconnecting Transmission Owner	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.2 of ETU IP
3	Commit to a schedule for payment of upgrades to the Interconnecting	Interconnection Customer	Within 15 BD of final ETU IA receipt	§ 11.3.1.2 of ETU IP

	Transmission Owner			
4	Provide either (1) evidence of Major Permits to the System Operator and the Interconnecting Transmission Owner or (2) a refundable deposit to the Interconnecting Transmission Owner	Interconnection Customer	If (1) Within 15 BD of final ETU IA receipt or if (2) At time of ETU IA execution	§ 11.3.1.2 of ETU IP
5	Provide certificate of insurance to each Party	Interconnection Customer and Interconnecting Transmission Owner	Within 10 Calendar Days of execution of ETU IA	§ 18.3.9 of ETU IA
6A	Provide siting process approval schedule for the Elective Transmission Upgrade to System Operator and Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP
6B	Provide siting process approval schedule for Interconnection Customer's Interconnection Facilities at the first terminal location to System Operator and Interconnecting Transmission Owner	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP
6C	Provide siting process	Interconnection Customer	As may be	§ 7.5 of

	approval schedule for Interconnection Customer's Interconnection Facilities at the second terminal location to System Operator and Interconnecting Transmission Owner		agreed to by the Parties	ETU IP
7A	Receive Governmental Authority approvals for a the Elective Transmission Upgrade facilities requiring regulatory approval	Interconnection Customer	If needed, as may be agreed to by the Parties	
7B	Receive Governmental Authority approvals for any facilities associated with the first terminal location requiring regulatory approval	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.1 of ETU IA
7C	Receive Governmental Authority approvals for any facilities associated with the second terminal location requiring regulatory approval	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.1 of ETU IA
8A	Obtain necessary real property rights and rights-of-way associated with the first terminal location for	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.2 of ETU IA

	the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades			
8B	Obtain necessary real property rights and rights-of-way associated with the second terminal location for the construction of a discrete aspect of the Interconnecting Transmission Owner's Interconnection Facilities and Network Upgrades	Interconnection Customer and/or Interconnecting Transmission Owner	If needed, as may be agreed to by the Parties	§ 5.6.2 of ETU IA
9A	Provide to Interconnecting Transmission Owner associated with the first terminal position written authorization to proceed with design, equipment procurement and construction	Interconnection Customer	As may be agreed to by the Parties	§ 5.6.3 of ETU IA
9B	Provide to owner associated with the second terminal position written authorization to	Interconnection Customer	As may be agreed to by the Parties	§ 5.6.3 of ETU IA

	proceed with design, equipment procurement and construction			
10	Provide quarterly written progress reports	Interconnection Customer and Interconnecting Transmission Owner	15 Calendar Days after the end of each quarter beginning the quarter that includes earlier of the dates for Milestones 9A or 9B and ending when the entire Elective Transmission Upgrade and all required Interconnection Facilities and Network Upgrades are in place	§ 5.7 of ETU IA
11A	Provision of Security associated with the first terminal position to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA	Interconnection Customer	At least 30 Calendar Days prior to design, procurement and construction	§§ 5.5.3 and 5.6.4 of ETU IA
11B	Provision of Security associated with the second terminal position, if it is internal	Interconnection Customer	At least 30 Calendar Days prior to design, procurement	§§ 5.5.3 and 5.6.4 of ETU IA

	to ISO-NE, to the Interconnecting Transmission Owner pursuant to Section 11.5 of ETU IA		and construction	
12A	Provision of Security Associated with Tax Liability associated with the first terminal position to Interconnecting Transmission Owner pursuant to Section 5.17.3 of ETU IA	Interconnection Customer	As may be agreed to by the Parties	§ 5.17.3 of ETU IA
12B	Provision of Security Associated with Tax Liability associated with the second terminal position, if it is internal to ISO-NE, to Interconnecting Transmission Owner pursuant to Section 5.17.3 of ETU IA	Interconnection Customer	As may be agreed to by the Parties	§ 5.17.3 of ETU IA
13A	Commit to the ordering of long lead time material for Interconnection Facilities and Network Upgrades associated with the first terminal position	Interconnection Customer	As may be agreed to by the Parties	§ 7.5 of ETU IP
13B	Commit to the ordering	Interconnection Customer	As may be	§ 7.5 of

	of long lead time material for Interconnection Facilities and Network Upgrades associated with the second terminal position, if it is internal to ISO-NE		agreed to by the Parties	ETU IP
14A	Provide initial design, engineering and specification for the Elective Transmission Upgrade	Interconnection Customer	180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
14B	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to the Interconnecting Transmission Owner	Interconnection Customer	180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
C	Provide initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE,	Interconnection Customer	180 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP

	to the Interconnecting Transmission Owner			
15A	Provide comments on initial design, engineering and specification for the Elective Transmission Upgrade	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
15B	Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
15C	Provide comments on initial design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
16A	Provide final design, engineering and specification for Interconnection	Interconnection Customer	90 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP

	Customer's Interconnection Facilities associated with the first terminal position to Interconnecting Transmission Owner(s)			
16B	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position to Interconnecting Transmission Owner(s)	Interconnection Customer	90 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
16C	Provide final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner	Interconnection Customer	90 Calendar Days prior to Trial Operation Date	§ 5.10.1 of ETU IA § 7.5 of ETU IP
17A	Provide comments on final design, engineering and specification for	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP

	Interconnection Customer's Interconnection Facilities associated with the first terminal position			
17B	Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
17C	Provide comments on final design, engineering and specification for Interconnection Customer's Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	Within 30 Calendar Days of receipt	§ 5.10.1 of ETU IA § 7.5 of ETU IP
18A	Deliver to Transmission Owner "as built" drawings, information and documents regarding Interconnection Customer's	Interconnection Customer	Within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of ETU IA

	Interconnection Facilities associated with the first terminal position			
18B	Deliver to Transmission Owner “as built” drawings, information and documents regarding Interconnection Customer’s Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnection Customer	Within 120 Calendar Days of Commercial Operation date	§ 5.10.3 of ETU IA
19A	Provide protective relay settings associated with the first terminal position to the Interconnecting Transmission Owner for coordination and verification	Interconnection Customer	At least 90 Calendar Days prior to Trial Operation Date	§§ 5.10.1 of ETU IA
19B	Provide protective relay settings associated with the second terminal position, if it is internal to ISO-NE, to the Interconnecting Transmission Owner for coordination and verification	Interconnection Customer	At least 90 Calendar Days prior to Trial Operation Date	§§ 5.10.1 of ETU IA

20A	Commencement of construction of Interconnection Facilities associated with the first terminal position	Interconnecting Transmission Owner(s)	As may be agreed to by the Parties	§ 5.6 of ETU IA
20B	Commencement of construction of Interconnection Facilities associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner(s)	As may be agreed to by the Parties	§ 5.6 of ETU IA
21	Submit updated data “as purchased”	Interconnection Customer	No later than 180 Calendar Days prior to Trial Operation Date	§ 24.3 of ETU IA
22A	In Service Date of first terminal position	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA
22B	In Service Date of second terminal position	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1 and 4.4.5 of ETU IP, § 5.1 of ETU IA
23	Trial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP

24A	Submit supplemental and/or updated data – “as built/as-tested” associated with first terminal position	Interconnection Customer	Prior to Commercial Operation Date	§ 24.4 of ETU IA
24B	Submit supplemental and/or updated data – “as built/as-tested” associated with second terminal position	Interconnection Customer	Prior to Commercial Operation Date	§ 24.4 of ETU IA
25	Commercial Operation Date	Interconnection Customer	Same as Interconnection Request unless subsequently modified	§ 3.3.1, 4.4.4, 4.4.5, and 7.5 of ETU IP
26A	Deliver to Interconnection Customer “as built” drawings, information and documents regarding Interconnecting Transmission Owner’s Interconnection Facilities associated with first terminal position	Interconnecting Transmission Owner	If requested, within 120 Calendar Days after Commercial Operation Date	§ 5.11 of ETU IA
26B	Deliver to Interconnection Customer “as built” drawings, information and documents regarding	Interconnecting Transmission Owner	If requested, within 120 Calendar Days after Commercial Operation Date	§ 5.11 of ETU IA

	Interconnecting Transmission Owner's Interconnection Facilities associated with the second terminal position			
27A	Provide Interconnection Customer final cost invoices associated with first terminal position	Interconnecting Transmission Owner	Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades	§ 12.2 of ETU IA
27B	Provide Interconnection Customer final cost invoices associated with the second terminal position, if it is internal to ISO-NE	Interconnecting Transmission Owner	Within 6 months of completion of construction of Interconnecting Transmission Owner Interconnection Facilities and Network Upgrades	§ 12.2 of ETU IA

3. Milestones Applicable Solely for CNI Interconnection Service and Long Lead Facility

Treatment. In addition to the Milestones above, the following Milestones apply to Interconnection Customers requesting CNI Interconnection Service and/or Long Lead Facility Treatment:

Item No.	Milestone Description	Responsible Party	Date	ETU IP/ETU IA Reference
1	If Long Lead Facility, all dates by which Critical Path Schedule upgrades will be submitted to System Operator (end date for New Capacity Show of Interest Submission)	Interconnection Customer		§ 3.2.3 of ETU IP
2	If Long Lead Facility, dates by which Long Lead Facility Deposits will be provided to System Operator (each deadline for which New Generating Capacity Resource would be required to provide financial assurance under § III.13.1.9 of the Tariff)	Interconnection Customer		§ 3.2.3 of ETU IP
3	If Long Lead Facility, Capacity Commitment Period (not to exceed the Commercial Operation Date)	Interconnection Customer		§ 1 and 3.2 of ETU IP
4	Counterparty to submit necessary requests for participation in the Forward Capacity Auction associated with the Elective Transmission Upgrade's requested Commercial Operation Date, in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of ETU IP
5	Participate in a CNR Group Study	Interconnection Customer		§ 3.2.1.3 of ETU IP
6	Counterparty to qualify and receive a Capacity Supply Obligation in accordance with Section III.13 of the Tariff	Interconnection Customer		§ 3.2.1.3 of ETU IP
7	Complete a re-study of the applicable Interconnection Study to determine the cost responsibility for facilities and	System Operator		§ 3.2.1.3 of ETU IP

	upgrades necessary to accommodate the Interconnection Request based on the results of the Forward Capacity Auction or Reconfiguration Auction or bilateral transaction through which the Interconnection Customer's counterparty received a Capacity Supply Obligation			
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APPENDIX C TO ETU IA

Interconnection Details

1. Description of Interconnection:

This Interconnection Agreement is for an *(insert either Internal ETU or External ETU description from Article 1 of Appendix I)*

The ETU consists of *(insert description from Article 2 of Appendix I)*:

The External Elective Transmission Upgrade that is controllable Merchant Transmission Facility or Other Transmission Facility shall receive *(enter N/A for other ETUs)*:

Network Import Interconnection Service solely for the NI Capability of *[insert amount]* MWs.

Capacity Network Import Interconnection Service for: (i) the NI Capability of *[insert amount]* MWs; and (ii) the CNI Capability of *[insert amount]* MWs. The CNI Capability shall be the aggregate highest megawatt amount of Capacity Supply Obligation obtained by the Import Capacity Resource(s) associated with the External Elective Transmission Upgrade in accordance with Section III.13 of the Tariff.

2. Detailed Description of the Elective Transmission Upgrade:

[Insert any other description relating to the Elective Transmission Upgrade, including updates to all the technical data included on Attachment A to Appendix I.]

3. Other Description of Interconnection Plan and Facilities associated with the Elective Transmission Upgrade:

4. Other Description of Interconnection Plan and Facilities associated with the first interconnection location:

5. Other Description of Interconnection Plan and Facilities associated with the second interconnection location:

APPENDIX D TO ETU IA

Security Arrangements Details

Infrastructure security of the New England Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day New England Transmission System reliability and operational security. The Commission will expect System Operator, Interconnecting Transmission Owners, market participants, and Interconnection Customers interconnected to the New England Transmission System to comply with the recommendations offered by the Critical Infrastructure Protection Committee and, eventually, best practice recommendations from NERC. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

APPENDIX E TO ETU IA
Commercial Operation Date

This Appendix E is a part of the ETU IA between System Operator Interconnecting, Transmission Owner and Interconnection Customer.

[Date]

[Interconnecting Transmission Owner; Address]

[to be supplied]

Transmission Strategy & Services

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040-2841

Re: _____ Elective Transmission Upgrade

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of [Elective Transmission Upgrade]. This letter confirms that [Interconnection Customer] commenced commercial operation of [Elective Transmission Upgrade], effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

APPENDIX F TO ETU IA

Addresses for Delivery of Notices and Billings Notices:

System Operator:

Transmission Strategy & Services
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

System Operator:

Transmission Strategy & Services
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

With copy to:
Billing Department

ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

System Operator:

Facsimile: (413) 540-4203

E-mail: genintercomm@iso-ne.com

With copy to:

Facsimile: (413) 535-4024

E-mail: billingdept@iso-ne.com

Interconnecting Transmission Owner:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

DUNS Numbers:

Interconnection Customer: [To be supplied]

Interconnecting Transmission Owner: [To be supplied]

ATTACHMENT K
REGIONAL SYSTEM PLANNING PROCESS

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1. Overview

This Attachment describes the regional system planning process conducted by the ISO, as well as the coordination with transmission-owning entities in, or other entities interconnected to, the New England Transmission System and neighboring systems to ensure the reliability of the New England Transmission System and compliance with national and regional planning standards, criteria and procedures, while accounting for market performance and economic, environmental and other considerations, as may be agreed upon from time to time. The New England Transmission System is comprised of PTF, Non-PTF, OTF and MTF within the New England Control Area that is under the ISO's operational authority or control pursuant to the ISO Tariff and/or various transmission operating agreements. This Attachment describes the regional system planning process for the PTF conducted by the ISO pursuant to its responsibilities defined in the Tariff, the various transmission operating agreements and this Attachment. Additional details regarding the regional system planning process are also provided in the ISO New England Planning Procedures and ISO New England Operating Procedures, which are available on the ISO's website.

The ISO shall conduct the regional system planning process for the PTF in coordination with the transmission-owning entities in, or other entities interconnected to, the New England Transmission System and neighboring systems, consistent with the rights and obligations defined in the Tariff, applicable transmission operating agreements and this Attachment. As described in this Attachment's Section 6 and Appendix 1, entitled "Attachment K -Local System Planning Process", the PTOs are responsible for the Local System Planning ("LSP") process for the Non-PTF in the New England Transmission System. As also described in Section 6, and pursuant to the Tariff and/or transmission operating agreements, the OTOs and MTOs are required to participate in the ISO's regional system planning process for reliability purposes and to perform and/or support studies of the impact of regional system planning projects on their respective OTF and MTF.

The regional system planning process described in this Attachment provides for the ISO to undertake assessments of the needs of the PTF system on a systemwide or specific area basis. These assessments shall be referred to as Needs Assessments, as described in Section 4.1 of this Attachment. The ISO shall incorporate market responses that have met the criteria specified in Section 4.2(a) of this Attachment into the Needs Assessments or the Regional System Plan ("RSP"), described below. Where market responses incorporated into the Needs Assessments do not eliminate or address the needs identified by the ISO in

Needs Assessments or the RSP, the ISO shall develop or evaluate, pursuant to Section 4.2(b) of this Attachment, regulated transmission solutions proposed in response to the needs identified by the ISO. Pursuant to Sections 3 and 7 of this Attachment, the ISO shall develop the RSP for approval by the ISO Board of Directors following stakeholder input through the Planning Advisory Committee established pursuant to Section 2 of this Attachment. The RSP is a compilation of the regional system planning process activities conducted by the ISO during a given year. The RSP shall address needs of the PTF system determined by the ISO through Needs Assessments initiated and updated on an ongoing basis by the ISO to: (i) account for changes in the PTF system conditions; (ii) ensure reliability of the PTF system; (iii) comply with national and regional planning standards, criteria and procedures; and (iv) account for market performance and economic, environmental and other considerations as may be agreed upon from time to time.

As more fully described in Section 3 of this Attachment, the RSP shall identify:

- (i) PTF system reliability and market efficiency needs,
- (ii) the requirements and characteristics of the types of resources that may satisfy PTF system reliability and market efficiency needs to provide stakeholders an opportunity to develop and propose efficient market responses to meet the needs identified in Needs Assessments; and
- (iii) regulated transmission solutions to meet the needs identified in Needs Assessments where market responses do not address such needs or additional transmission infrastructure may be required to comply with national and regional planning standards, criteria and procedures or provide market efficiency benefits in accordance with Attachment N of this OATT.

In addition, the RSP shall also provide information on a broad variety of power system requirements that serves as input for reviewing the design of the markets and the overall economic performance of the system. The RSP shall also describe the coordination of the ISO's regional system plans with regional, local and inter-area planning activities.

Pursuant to Section 3.6 of this Attachment, the ISO shall also develop, maintain and post on its website a cumulative list reflecting the regulated transmission solutions proposed in response to Needs Assessments (the "RSP Project List"). The RSP Project List shall be a cumulative representation of the regional transmission planning expansion efforts ongoing in New England.

2. Planning Advisory Committee

2.1 Establishment

A Planning Advisory Committee shall be established by the ISO to perform the functions set forth in Section 2.2 of this Attachment. It shall have a Chair and Secretary, who shall be appointed by the chief executive officer of the ISO or his or her designee. Before appointing an individual to the position of the Chair or Secretary, the ISO shall notify the Planning Advisory Committee of the proposed assignment and, consistent with its personnel practices, provide any other information about the individual reasonably requested by the Planning Advisory Committee. The chief executive officer of the ISO or his or her designee shall consider the input of the members of the Planning Advisory Committee in selecting, removing or replacing such officers. The Planning Advisory Committee shall be advisory only and shall have no formal voting protocol.

The ISO may form subcommittees that, at the discretion of the ISO, may report to the Planning Advisory Committee.

2.2 Role of Planning Advisory Committee

The Planning Advisory Committee may provide input and feedback to the ISO concerning the regional system planning process, including the development of and review of Needs Assessments, the conduct of Solutions Studies, the development of the RSP, and updates to the RSP Project List. Specifically, the Planning Advisory Committee serves to review and provide input and comment on: (i) the development of the RSP, (ii) assumptions for studies, (iii) the results of Needs Assessments and Solutions Studies, and (iv) potential market responses to the needs identified by the ISO in a Needs Assessment or the RSP. The Planning Advisory Committee, with the assistance of and in coordination with the ISO, serves also to identify and prioritize requests for Economic Studies to be performed by the ISO, and provides input and feedback to the ISO concerning the conduct of Economic Studies, including the criteria and assumptions for such studies. Based on input and feedback provided by the Planning Advisory Committee to the ISO, the ISO shall refer to the appropriate NEPOOL technical committees, including but not limited to, the Markets, Reliability and Transmission Committees, issues and concerns identified by the Planning Advisory Committee for further investigation and consideration of potential changes to rules and procedures.

2.3 Membership

Any entity, including State regulators or agencies and, if in existence, a Regional State Committee or similarly situated entity, as specified in Attachment N of the OATT, may designate a member to the Planning Advisory Committee by providing written notice to the Secretary of that Committee identifying the name of the entity represented by the member and the member's name, address, telephone number, facsimile number and electronic mail address. The entity may remove or replace such member at any time by written notice to the Secretary of the Planning Advisory Committee.

2.4 Procedures

(a) Notice of Meetings

Prior to the beginning of each year, the ISO shall list on the ISO Calendar, which is available on the ISO's website, the proposed meeting dates for the Planning Advisory Committee for each month of the year. Prior to a Planning Advisory Committee meeting, the ISO shall provide notice to the Planning Advisory Committee by electronic email with the date, time, format for the meeting (i.e., in person or teleconference), and the purpose for the meeting.

(b) Frequency of Meetings

Meetings of the Planning Advisory Committee shall be held as frequently as necessary to serve the purposes stated in Section 2.2 of this Attachment and as further specified elsewhere in this Attachment, generally expected to be no less than four (4) times per year.

(c) Availability of Meeting Materials

The ISO shall post materials for Planning Advisory Committee meetings on the Planning Advisory Committee section on the ISO's website prior to meetings. The materials for the Planning Advisory Committee meetings shall be made available to the members of the Planning Advisory Committee subject to protections warranted by confidentiality requirements of the ISO New England Information Policy set forth in Attachment D of the ISO Tariff and Critical Energy Infrastructure Information ("CEII") policy as further described in Section 2.4(d) of this Attachment.

(d) Access to Planning-Related Materials that Contain CEII

CEII is defined as specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

- (i) Relates details about the production, generation, transportation, transmission, or distribution of energy;
- (ii) Could be useful to a person in planning an attack on critical infrastructure;
- (iii) Is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. 552; and
- (iv) Does not simply give the location of critical infrastructure.

CEII pertains to existing and proposed system and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters. CEII does not include information that is otherwise publicly available. Simplified maps and general information on engineering, vulnerability, or design that relate to production, generation, transportation, transmission or distribution of energy shall not constitute CEII.

Planning-related materials determined to be CEII will be posted on the ISO's password-protected website. To obtain access to planning-related materials determined to be CEII, the entity seeking to obtain such access must contact the ISO's Customer Service department. Authorized Market Participants or their representatives, such as consultants, are bound by the ISO New England Information Policy and will be able to access CEII materials through the ISO's password-protected website. State and federal governmental agency employees and their consultants will be able to access such materials through the ISO's password-protected website upon submittal of a signed non-disclosure agreement, which is available on the ISO's website. Personnel of the ERO, NPCC, other regional transmission organizations or independent system operators, and transmission owners from neighboring regions will be able to access CEII materials pursuant to governing agreements, rules and protocols. All external requests by other persons for planning-related materials determined to be CEII shall be recorded and tracked by ISO's Customer Services staff. Such requestors will be able to obtain access to CEII documents filed with the Commission pursuant to the Commission's regulations governing access to CEII. To the extent a requestor seeks access to planning-related material that is not filed with the Commission, such requestor shall comply with the requirements provided in the CEII

procedures of the ISO, available on the ISO's website, prior to receiving access to CEII information. Upon compliance with the ISO's CEII procedures, the ISO shall grant the requestor access to the planning-related CEII document through direct distribution or access to the ISO password-protected website.

2.5 Local System Planning Process

The LSP process described in Appendix 1 to this Attachment applies to the transmission system planning for the Non-PTF in the New England Transmission System. The PTOs will utilize interested members of the Planning Advisory Committee for advisory stakeholder input in the LSP process that will meet, as needed, at the conclusion of, or independent of, scheduled Planning Advisory Committee meetings. The LSP meeting agenda and meeting materials will be developed by representatives of the pertinent PTOs and PTO representatives will chair the LSP meeting. The ISO will post the LSP agenda and materials for LSP.

3. RSP: Principles, Scope, and Contents

3.1 Description of RSP

The ISO shall develop the RSP based on periodic comprehensive assessments (conducted not less than every third year) of the PTF systemwide needs to maintain the reliability of the New England Transmission System while accounting for market efficiency, economic, environmental and other considerations, as agreed upon from time to time. The ISO shall update the RSP to reflect the results of ongoing Needs Assessments conducted pursuant to Section 4.1 of this Attachment. The RSP shall also account for projected improvements to the PTF that are needed to maintain system reliability in accordance with national and regional standards and the operation of efficient markets under a set of planning assumptions.

The RSP shall, among other things:

- (i) describe, in a consolidated manner, the assessment of the PTF system needs, the results of such assessments, and the projected improvements;
- (ii) provide the projected annual and peak demands for electric energy for a five-to ten-year horizon, the needs for resources over this period and how such resources are expected to be provided;

- (iii) specify the physical characteristics of the physical solutions that can meet the needs defined in the Needs Assessments and include information on market responses that can address them; and
- (iv) provide sufficient information to allow Market Participants to assess the quantity, general locations, operating characteristics and required availability criteria of the type of incremental supply or demand-side resources, or merchant transmission projects, that would satisfy the identified needs or that may serve to modify, offset or defer proposed regulated transmission upgrades.

The RSP shall also include a description of proposed regulated transmission solutions that, based on the Solutions Studies described in Section 4.2 of this Attachment, may meet the needs identified in the Needs Assessments. To this end, as further described in Section 3.6 below, the ISO shall develop and maintain a RSP Project List, a cumulative listing of proposed regulated transmission solutions classified, to the extent known, as Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades that may meet those needs. The RSP shall also provide reasons for any new regulated transmission solutions or Transmission Upgrades included in the RSP Project List, any change in status of a regulated transmission solution or Transmission Upgrade in the RSP Project List, or for any removal of regulated transmission solutions or Transmission Upgrades from the RSP Project List that are known as of that time.

The RSP shall also include the results of the annual assessment of transmission transfer capability, conducted pursuant to applicable NERC, NPCC and ISO New England standards and criteria and the identification of potential future transmission system weaknesses and limiting facilities that could impact the transmission system's ability to reliably transfer energy in the planning horizon. Each annual assessment will identify those portions of the New England system, along with the associated interface boundaries, that should be considered in the assessment of Capacity Zones to be modeled in the Forward Capacity Market pursuant to ISO Tariff Section III.12. Each annual assessment will model out-of-service all Non-Price Retirement Requests and Permanent De-List Bids as well as rejected for reliability Static De-List Bids and rejected for reliability Dynamic De-List Bids from the most recent Forward Capacity Auction.

Each RSP shall be built upon the previous year's RSP.

3.2 Baseline of RSP

The RSP shall account for: (i) all projects that have met milestones, including market responses and regulated transmission solutions (e.g., planned demand-side projects, generation and transmission projects and Elective Transmission Upgrades) as determined by the ISO, in collaboration with the Planning Advisory Committee, pursuant to Sections 4.1 and 4.2 of this Attachment; and (ii) the requirements for system operation and restoration services, not including the development of a system operations or restoration plan, which is outside the scope of the regional system planning process.

3.3 RSP Planning Horizon and Parameters

The RSP shall be based on a five-to ten-year planning horizon, and reflect five-to ten-year capacity and load forecasts.

The RSP shall conform to: Good Utility Practice; applicable Commission compliance requirements related to the regional system planning process; applicable reliability principles, guidelines, criteria, rules, procedures and standards of the ERO, NPCC, and any of their successors; planning criteria adopted and/or developed by the ISO; Transmission Owner criteria, rules, standards, guides and policies developed by the Transmission Owner for its facilities consistent with the ISO planning criteria, the applicable criteria of the ERO and NPCC; local transmission planning criteria; and the ISO New England Planning Procedures and ISO New England Operating Procedures, as they may be amended from time to time (collectively, the “Planning and Reliability Criteria”).

3.4 Other RSP Principles

The RSP shall be designed and implemented to: (i) avoid unnecessary duplication of facilities; (ii) identify facilities that are necessary to meet Planning and Reliability Criteria; (iii) avoid the imposition of unreasonable costs upon any Transmission Owner, Transmission Customer or other user of a transmission facility; (iv) take into account the legal and contractual rights and obligations of the Transmission Owners and the transmission-related legal and contractual rights and obligations of any other entity; (v) provide for coordination with existing transmission systems and with appropriate inter-area and local expansion plans; and (vi) properly coordinate with market responses, including, but not limited to generation, merchant transmission and demand-side responses.

3.5 Market Responses in RSP

Market responses shall include investments in resources (e.g., demand-side projects, generation and distributed generation) and Elective Transmission Upgrades, and shall be evaluated by the ISO, in consultation with the Planning Advisory Committee, pursuant to Sections 4.2(a) and 7 of this Attachment.

In developing the RSP, the ISO shall account for market responses: (i) proposed by Market Participants as addressing needs (and any critical time constraints for addressing such needs) identified in a RSP or Needs Assessment, developed pursuant to Section 4.1 of this Attachment; and (ii) that have proved to be viable by meeting the criteria specified in Section 4.2(a) of this Attachment, as applicable.

Specifically, market responses that are identified to the ISO and are determined by the ISO, in consultation with the Planning Advisory Committee, to be sufficient to alleviate the need for a particular regulated transmission solution or Transmission Upgrade, based on the criteria specified in the pertinent Needs Assessment or RSP, and are judged by the ISO to be achievable within the required time period, shall be reflected in the next RSP and/or in a new or updated Needs Assessment. That particular regulated transmission solution or Transmission Upgrade may continue to be included in the appropriate category on the RSP Project List (as described in Section 3.6 below), subject to the ISO having the flexibility to indicate that the project should proceed at a later date or it may be removed if it is determined to be no longer needed. If the market response does not fully address the defined needs, or if additional transmission infrastructure is required to facilitate the efficient operation of the market, the RSP shall also include that particular regulated transmission solution or Transmission Upgrade, subject to the ISO having the flexibility to indicate that the Transmission Upgrade or regulated transmission solution should proceed at a later date and be modified, if necessary.

3.6 The RSP Project List

(a) Elements of the RSP Project List

The RSP Project List shall identify regulated transmission solutions proposed in response to the needs identified in a RSP or Needs Assessments conducted pursuant to Section 4.1 of this Attachment. The RSP Project List shall identify the proposed regulated transmission solutions separately as either a Reliability Transmission Upgrade or a Market Efficiency Transmission Upgrade.

Within each category of the RSP Project List, the following subcategories will be utilized to indicate the status of each proposed regulated transmission solution in the evaluation

process. These subcategories include: (i) Concept; (ii) Proposed; (iii) Planned; (iv) Under Construction; and (v) In-Service.

“Concept” shall include a transmission project that is being considered by its proponent as a potential solution to meet a need identified by the ISO in a Needs Assessment or the RSP, but for which there is little or no analysis available to support the transmission project.

“Proposed” shall include a regulated transmission solution that (i) has been proposed in response to a specific need identified by the ISO in a Needs Assessment or the RSP and (ii) has been evaluated or further defined and developed in a Solutions Study, as specified in Section 4.2(b) of this Attachment, such that there is significant analysis that supports a determination by the ISO, as communicated to the Planning Advisory Committee, that the proposed regulated transmission solution would likely meet the need identified by the ISO in a Needs Assessment or the RSP, but has not received approval by the ISO under Section I.3.9 of the Tariff.

“Planned” shall include a Transmission Upgrade that has been approved by the ISO under Section I.3.9 of the Tariff.

“Under Construction” shall include a Transmission Upgrade that has received the approvals required under the Tariff and engineering and construction is underway.

“In Service” shall include a Transmission Upgrade that has been placed in commercial operation.

Each proposed regulated transmission solution or Transmission Upgrade shall also be cross-referenced to the specific systemwide or area needs identified in a Needs Assessment or RSP.

For completeness, the RSP Project List shall also include Elective Transmission Upgrades and transmission facilities (as determined under the ISO interconnection process specified in this OATT) to be built to accommodate new generation, and Elective Transmission Upgrades that have satisfied the requirements of this OATT.

(b) Periodic Updating of RSP Project List

The RSP Project List will be updated by the ISO periodically by adding, removing or revising regulated transmission solutions or Transmission Upgrades in consultation with the Planning Advisory Committee and, as appropriate, the Reliability Committee.

Updating of the RSP Project List shall be considered an update of the RSP to be reflected in the next RSP, as appropriate, pursuant to Section 3.1 of this Attachment.

(c) RSP Project List Updating Procedures and Criteria

As part of the periodic updating of the RSP Project List, the ISO: (i) shall modify (in accordance with the provisions of this Attachment) regulated transmission solutions or Transmission Upgrades to reflect changes to the PTF system configurations, including ongoing investments by Market Participants or other stakeholders; (ii) may add to and classify accordingly, regulated transmission solutions; and (iii) may remove from the RSP Project List regulated transmission solutions or Transmission Upgrades previously identified in the RSP Project List if the ISO determines that the need for the proposed regulated transmission solution or the approved Transmission Upgrade no longer exists or is no longer feasible. With regard to (iii) above, this may include a removal of a regulated transmission solution or Transmission Upgrade because a market response meeting the need reaches the maturity specified in Section 4.2(a) of this Attachment and has been determined, pursuant to Section 4.2(a) of this Attachment, to meet the need described in the pertinent Needs Assessment or RSP. In doing so, the ISO shall consult with and consider the input from the Planning Advisory Committee and, as appropriate, the Reliability Committee.

If a regulated transmission solution or Transmission Upgrade is removed from the RSP Project List by the ISO, the entity responsible for the construction of the regulated transmission solution or Transmission Upgrade shall be reimbursed for any costs prudently incurred or prudently committed to be incurred (plus a reasonable return on investment at existing Commission-approved ROE levels) in connection with the planning, designing, engineering, siting, permitting, procuring and other preparation for construction, and/or construction of the regulated transmission solution or Transmission Upgrade proposed for removal from the RSP Project List. The provisions of Schedule 12

of this OATT shall apply to any cost reimbursement under this Section. Prior to finalizing the RSP, the ISO shall provide the Planning Advisory Committee with written information explaining the reasons for any removal under this Section.

(d) Posting of LSP Project Status

Each PTO will be individually responsible for publicly posting and updating the status of its respective LSP and the transmission projects arising therefrom on its company website. The ISO's posting of the RSP Project Lists will include links to each PTO's specific LSP posting to be provided to the ISO by the PTOs.

4. Procedures for the Conduct of Needs Assessments, Treatment of Market Responses and Evaluation of Regulated Transmission Solutions

4.1 Needs Assessments

On a regular and ongoing basis, the ISO, in coordination with the PTOs and the Planning Advisory Committee, shall conduct assessments (i.e., Needs Assessments) of the adequacy of the PTF system, as a whole or in part, to maintain the reliability of such facilities while promoting the operation of efficient wholesale electric markets in New England. A Needs Assessment shall analyze whether the PTF in the New England Transmission System: (i) meet applicable reliability standards; (ii) have adequate transfer capability to support local, regional, and inter-regional reliability; (iii) support the efficient operation of the wholesale electric markets; (iv) are sufficient to integrate new resources and loads on an aggregate or regional basis; or (v) otherwise examine various aspects of its performance and capability. A Needs Assessment shall also identify: (i) the location and nature of any potential problems with respect to the PTF and (ii) situations that significantly affect the reliable and efficient operation of the PTF along with any critical time constraints for addressing the needs of the PTF to facilitate the development of market responses and to initiate the pursuit of regulated transmission solutions.

(a) Triggers for Needs Assessments

The ISO, in coordination with the PTOs and the Planning Advisory Committee, shall perform Needs Assessments, inter alia, if:

- (i) a need for additional transfer capability is identified by the ISO in its ongoing evaluation of the PTF's adequacy and performance;

- (ii) a need for additional transfer capability is identified as a result of an ERO and/or NPCC reliability assessment or more stringent publicly available local reliability criteria, if any;
- (iii) constraints or available transfer capability limitations that are identified possibly as a result of generation additions or retirements, evaluation of load forecasts or proposals for the addition of transmission facilities in the New England Control Area;
- (iv) as requested by a stakeholder pursuant to the provisions of Section 4.1(b) of this Attachment; or
- (v) as otherwise deemed appropriate by the ISO as warranting such an assessment.

(b) Requests by Stakeholders for Needs Assessments for Economic Considerations

The ISO's stakeholders may request the ISO to initiate a Needs Assessment to evaluate potential regulated transmission solutions or market responses or investments that could result in (i) a net reduction in total production cost to supply system load based on the factors specified in Attachment N of this OATT, (ii) reduced congestion, or (iii) the integration of new resources and/or loads on an aggregate or regional basis (an "Economic Study").

Requests for Economic Studies shall be submitted, considered and prioritized as follows:

- (i) By no later than April 1 of each year, any stakeholder may submit to the ISO for public posting on the ISO's website a request for an Economic Study.
- (ii) The ISO shall thereafter add any of its own proposals for Economic Studies. The ISO shall also develop a rough work scope and cost estimate for all requested Economic Studies, and develop preliminary prioritization based on the ISO's perceived regional and/or, as coordinated with the applicable neighboring system, inter-area benefits to assist stakeholders in the prioritization of Economic Studies.
- (iii) By no later than May 1 of each year, the ISO shall provide the foregoing information to the Planning Advisory Committee, and a Planning Advisory Committee meeting shall be held at which Economic Study proponents will provide an explanation of their request.

- (iv) By no later than June 1 of each year, the ISO shall hold a meeting of the Planning Advisory Committee for the members of the Planning Advisory Committee to discuss, identify and prioritize, as further facilitated by the ISO's preparation of a straw priority list to be further discussed at such meeting, up to three (3) Economic Studies (the costs of which will be recovered by the ISO pursuant to Section IV.A of the Tariff) to be performed by the ISO in a given year, taking into consideration their impact on the ISO budget and other priorities.
- (v) The ISO and the Planning Advisory Committee may agree to hold additional meetings to further discuss and resolve any issue concerning the substance of the Economic Studies themselves and/or their prioritization.
- (vi) If the Planning Advisory Committee, after discussions between the Planning Advisory Committee and ISO management, is not able to prioritize the Economic Studies to be performed by the ISO in a given year, any member of the Planning Advisory Committee must submit a request for Regional Planning Dispute Resolution Process pursuant to Section 12 of this Attachment, such request to be submitted no later than August 30, to resolve the issues concerning the substance of the Economic Studies themselves and/or their prioritization.
- (vii) The ISO will issue a notice to the Planning Advisory Committee detailing the prioritization of the Economic Studies as identified by the Planning Advisory Committee or, if a request for Regional Planning Dispute Resolution Process is submitted pursuant to Section 4.1.(b)(vi), as determined through that Process.

The foregoing timelines are subject to adjustment as determined by the ISO in coordination with the Planning Advisory Committee. The ISO will provide periodic updates on the status of Economic Studies to the Planning Advisory Committee.

Economic Study requests not within the three studies identified in Section 4.1(b)(iv) to be performed in a given year may be requested and paid for by the study proponent.

- (c) **Conduct of a Needs Assessment for Rejected Non-Price Retirement Requests and De-List Bids**

- (i) Where a Needs Assessment is underway for an area affected by a rejected Permanent De-List Bid or Non-Price Retirement Request, the Needs Assessment will represent the resource with the rejected Permanent De-List Bid as being interconnected, but unavailable for reliability purposes, and the Non-Price Retirement Request as being retired in the base representation being used to assess the system to identify reliability needs that must be addressed.
- (ii) Where there is not a Needs Assessment underway for an area affected by a rejected Permanent De-List Bid or Non-Price Retirement Request, the ISO will initiate a Needs Assessment for that area.
- (iii) In the case of a rejected Static De-List Bid or Dynamic De-List Bid, the ISO may as warranted, with advisory input from the Reliability Committee, examine the unavailability of the resource(s) with the rejected bid as a sensitivity in a Needs Assessment, or examine the unavailability of the resource(s) in the base representation in a Needs Assessment. The ISO may as warranted, with advisory input from the Reliability Committee, initiate a Needs Assessment for the purpose of modeling rejected Static De-List Bids or Dynamic De-List Bids where the ISO believes that the initiation of such a study is warranted.
- (iv) Prior to the start of each New Capacity Show of Interest Submission Window, the ISO shall present to the Reliability Committee the status of any prior rejected de-list bids or Non-Price Retirement Requests being studied in the regional system planning process.

(d) Notice of Initiation of Needs Assessments

Prior to its commencement, the ISO shall provide notice of the initiation of a Needs Assessment to the Planning Advisory Committee consistent with Section 2 of this Attachment.

(e) Preparation of Needs Assessment

Needs Assessments may examine resource adequacy, transmission adequacy, projected congestion levels and other relevant factors as may be agreed upon from time to time. Needs Assessments shall also consider the views, if any, of the Planning Advisory Committee, State regulators or agencies, a Regional State Committee, if in existence, the Market Advisor to the

ISO Board of Directors, and the ISO Board of Directors. A corresponding assessment shall be performed by the PTOs to identify any needs relating to the Non-PTF transmission facilities (of whatever voltage) that could affect the provision of Regional Transmission Service over the PTF.

(f) Needs Assessment Study Groups

For the development of the Needs Assessments, the ISO may form a targeted study group of representatives of affected stakeholders based on the scope of the particular Needs Assessment. Participation in such study groups is voluntary and is intended to provide an opportunity to affected stakeholders for early involvement in the regional system planning process. The ISO may form sub-working groups with limited participation due to ISO New England Information Policy/Code of Conduct and CEII constraints.

(g) Input from the Planning Advisory Committee

Meetings of the Planning Advisory Committee shall be convened to identify additional considerations relating to a Needs Assessment that were not identified in support of initiating the assessment, and to provide input on the Needs Assessment's scope, assumptions and procedures, consistent with the responsibilities of the Planning Advisory Committee as set forth in Section 2.2 of this Attachment.

(h) Publication of Needs Assessment and Response Thereto

The ISO shall report the results of Needs Assessments to the Planning Advisory Committee, subject to CEII constraints. Needs Assessments containing CEII will be posted on the ISO's password-protected website consistent with Section 2.4(d) of this Attachment. Needs Assessments will identify high-level functional requirements and characteristics for regulated transmission solutions and market responses that can meet the needs described in the assessment. The ISO will also present the Needs Assessments in appropriate market forums to facilitate market responses. Generally, following a Needs Assessment, the ISO will evaluate the adequacy of proposed regulated solutions by performing Solutions Studies, as described in Section 4.2 of this Attachment.

4.2 Treatment of Market Responses and Evaluation of Regulated Transmission Solutions

(a) Treatment of Market Solutions in Needs Assessments

The ISO shall reflect proposed market responses in the regional system planning process. Market responses may include, but are not limited to, resources (e.g., demand-side projects and distributed generation) and Elective Transmission Upgrades.

Specifically, the ISO shall incorporate or update information regarding resources in Needs Assessments that have been proposed and (i) have cleared in a Forward Capacity Auction pursuant to Market Rule 1 of the ISO Tariff, (ii) have been selected in, and are contractually bound by, a state-sponsored Request For Proposals, or (iii) have a financially binding obligation pursuant to a contract. With respect to (ii) or (iii) above, the proponent of the market response shall inform the ISO, in writing, of its selection or its assumption of financially binding obligations, respectively. The ISO shall incorporate or update information regarding a proposed Elective Transmission Upgrade in a Needs Assessment at a time after the studies corresponding to the Elective Transmission Upgrade are completed (including receipt of approval under Section I.3.9 of the Tariff), a commercial operation date has been ascertained, and for which the certification has been accepted in accordance with Section III.12 of the Tariff. In the case where Elective Transmission Upgrades are proposed in conjunction with the interconnection of a resource, these Elective Transmission Upgrades shall be considered at the same time as the proposed resource is considered in the Needs Assessment provided that the studies corresponding to the Elective Transmission Upgrade are completed (including receipt of approval under Section I.3.9 of the Tariff), a commercial operation date has been ascertained, and for which the certification has been accepted in accordance with Section III.12 of the Tariff.

(b) Evaluation and Development of Regulated Transmission Solutions in Solutions Studies

The ISO, in coordination with the proponents of regulated transmission solutions and other interested or affected stakeholders, shall conduct or participate in studies (“Solutions Studies”) to evaluate whether proposed regulated transmission solutions meet the PTF system needs identified in Needs Assessments. The ISO, in coordination with affected stakeholders shall also identify regulated transmission projects for addressing the needs identified in Needs Assessments.

The ISO may form ISO-led targeted study groups to conduct Solutions Studies. Such study groups will include representatives of the proponents of regulated transmission solutions and other interested or affected stakeholders. Through this process, the ISO may identify the most cost-effective and reliable solutions for the region that meets a need identified in a Needs

Assessment. These solutions may differ from a transmission solution proposed by a transmission owner.

Proponents of regulated transmission proposals in response to Needs Assessments shall also identify any LSP plans that require coordination with their regulated transmission proposals addressing the PTF system needs.

(c) Notice of Initiation of a Solutions Study

The ISO shall provide notice of the initiation and scope of a Solutions Study to the Planning Advisory Committee.

(d) Classification of Regulated Transmission Solutions

As described in Section 3.1 and 3.6(a) of this Attachment, proposed regulated transmission solutions determined by the ISO, in consultation with the Planning Advisory Committee, to address needs identified in Needs Assessments shall be classified as either a Reliability Transmission Upgrade and/or a Market Efficiency Transmission Upgrade pursuant to the standards set forth in Attachment N of this OATT.

(e) Inclusion of Results of Solutions Studies in the RSP

The results of Solutions Studies will be reported to the Planning Advisory Committee and will, as appropriate, be reflected in the RSP and/or its Project List, as it is updated from time to time in accordance with this Attachment.

5. Supply of Information and Data Required for Regional System Planning

The Transmission Owners, Generator Owners, Transmission Customers, Market Participants and other entities requesting transmission or interconnection service or proposing the integration of facilities to PTF in the New England Transmission System or alternatives to such facilities, and stakeholders requesting a Needs Assessment pursuant to Section 4.1 of this Attachment, shall supply, as required by the Tariff, the Participants Agreement, MPSAs, applicable transmission operating agreements, and/or other existing agreements, protocols and procedures, or upon request by the ISO, and subject to required CEII and confidentiality protections as specified in Section 2.4 of this Attachment, any information (including cost estimates) and data that is reasonably required to prepare an RSP or to perform a Needs Assessment or Solutions Study.

6. Regional, Local and Inter-Area Coordination

6.1 Regional Coordination

The ISO shall conduct the regional system planning process for the PTF in coordination with the transmission-owning entities in, or other entities interconnected to, the New England Transmission System consistent with the rights and obligations defined in the ISO OATT, applicable transmission operating agreements or protocols, and/or this Attachment. Pursuant to Section II.49 of this OATT and Sections 3.02, 3.05 and 3.09 of the TOA, the ISO has Operating Authority or control over all PTF and Non-PTF within the New England Control Area, which are utilized for the provision of transmission service under this OATT. The ISO also has Operating Authority or control over the United States portions of the HVDC ties to Quebec and over Merchant Transmission Facilities and Other Transmission Facilities, pursuant to this OATT or applicable transmission operating agreements or protocols. The ISO, however, is not responsible for the planning of the Non-PTF, OTF and MTF. As provided in Section 6.2 and Appendix 1 of this Attachment, the PTOs are responsible for the planning of the Non-PTF and coordinating such planning efforts with the ISO. Pursuant to the OATT and/or applicable transmission operating agreements or protocols, the transmission owners of OTF and MTF are required to participate in the ISO's regional system planning process and perform and/or support studies of the impacts of regional system projects on their respective facilities.

6.2 Local Coordination

The regional system planning process shall be conducted and the annual RSP shall be developed in coordination with the local system plans of the PTOs. In accordance with the TOA and OATT provisions identified in Section 6.1 of this Attachment, the PTOs have responsibility for planning Non-PTF. The PTOs conduct planning of Non-PTF using the LSP process outlined in Section 2.5 and Appendix 1 of this Attachment, in coordination with the ISO, other entities interconnected with the New England Transmission System, Transmission Customers and stakeholders, and in accordance with the provisions in the TOA, the OATT and the Planning and Reliability Criteria. The openness and transparency of the LSP process is intended to be consistent with the regional system planning process.

6.3 Inter-Area Coordination

The regional system planning process shall be conducted and the annual RSP shall be developed in coordination with the similar plans of the surrounding ISOs/RTOs and Control Areas pursuant to the Northeastern ISO/RTO Planning Coordination Protocol and other agreements with neighboring systems and NPCC. Inter-area planning studies shall be conducted over as broad a region as feasible, including adjacent Canadian systems who are members of NPCC, or its successor organization, and, as appropriate,

MAAC and Reliability First, or their successor organizations. The ISO shall convene periodic meetings of the Planning Advisory Committee, within the scope of its respective functions of Section 2 of this Attachment, to provide input and feedback to the ISO concerning an Inter-area needs assessment and identification of potential market and regulated responses to the ISO's identification of inter-area needs.

7. Procedures for Development and Approval of the RSP

7.1 Initiation of RSP

Every year, the ISO shall initiate an effort to develop its annual RSP and solicit input on regional system needs for the RSP from the Planning Advisory Committee. The Planning Advisory Committee shall meet to perform its respective functions in connection with the preparation of the RSP, as specified in Section 2 of this Attachment.

7.2 Draft RSP; Public Meeting

On or about August of each year, the ISO shall provide a draft of the RSP to the Planning Advisory Committee and input from that Committee shall be received and considered in preparing and revising subsequent drafts. The ISO shall post the draft RSP and provide notice to the Planning Advisory Committee of a meeting to review the draft RSP as specified in Section 2.2 of this Attachment.

On or about September of each year, the ISO shall issue a second draft of the RSP to be presented by the ISO staff to the ISO Board of Directors for approval. The draft RSP shall incorporate the results of any Needs Assessment, and corresponding Solutions Studies, performed since the last RSP was approved. A subcommittee of that Board shall hold a public meeting, at their discretion, to receive input directly and to discuss any proposed revisions to the RSP. The final recommended RSP shall be presented to the ISO Board of Directors no later than September 30 of each year and shall be acted on by the ISO Board of Directors within 60 days of receipt. The foregoing timeframes are subject to adjustment as determined by the ISO in coordination with the Planning Advisory Committee.

7.3 Action by the ISO Board of Directors on RSP; Request for Alternative Proposals

(a) Action by ISO Board of Directors on RSP

The ISO Board of Directors may approve the recommended draft RSP as submitted, modify the RSP or remand all or any portion of it back with guidance for development of a revised recommendation. The Board of Directors may consider the RSP in executive session, and shall consider in its deliberations the views of the subcommittee of the Board of Directors reflecting the public meeting held pursuant to Section 7.2 of this Attachment. In considering whether to

approve the draft RSP, the Board of Directors may, if it finds a proposed Reliability Benefit Upgrade not to be viable, or if no Reliability Benefit Upgrade has been proposed, direct the ISO staff to meet with the affected load serving entities and State entities in order to develop an interim solution. Should that effort fail, and as a last resort, the Board of Directors may direct the ISO to issue a Request For Alternative Proposal (“RFAP”), subject to the procedures described below, and may withhold approval of the draft RSP, or portions thereof, pending the results of that RFAP and any Commission action on any resulting jurisdictional contract or funding mechanism. The ISO shall provide a written explanation as to any subsequent changes or modification made in the final version of the RSP.

(b) Requests For Alternative Proposals

(i) The RFAP shall seek generation, demand-side and merchant transmission alternatives that can be implemented rapidly and provide substantial reliability benefits over the period solicited in the RFAP, and normally will focus on an interim (“gap”) solution until an identified Reliability Transmission Upgrade has been placed in-service. The ISO will file a proposed RFAP with the Commission for approval at least 60 days prior to its issuance. The filing shall explain why the issuance of an RFAP is necessary.

(ii) The ISO staff shall provide the Board of Directors and subject to confidentiality requirements, the Planning Advisory Committee with an analysis of the alternatives offered in response to the RFAP, and provide a recommendation together with a funding mechanism reflecting input from the Planning Advisory Committee.

(iii) The ISO may enter into contracts awarded pursuant to an RFAP process, and/or propose a funding mechanism. Bidders that are awarded contracts through the RFAP process shall file those contracts with the Commission for approval of the rates to be charged thereunder to the extent that such contracts are for services that are jurisdictional to the Commission. The ISO shall file related or separate funding mechanisms with the Commission as well. All other contracts entered into pursuant to an RFAP shall be filed with the Commission for informational purposes.

(iv) The Board of Directors will reflect the results of the RFAP process in the approved RSP.

8. Obligations of PTOs to Build; PTOs' Obligations, Conditions and Rights

In accordance with the TOA, PTOs designated by the ISO as the appropriate entities to construct and own or finance Transmission Upgrades included in the RSP shall construct and own or finance such facilities or enter into appropriate contracts to fulfill such obligations. In the event that a PTO: (i) does not construct or indicates in writing that it does not intend to construct a Transmission Upgrade included in the RSP; or (ii)

demonstrates that it has failed (after making a good faith effort) to obtain necessary approvals or property rights under applicable law, the ISO shall promptly file with the Commission a report on the results of the planning process, which report shall include a report from the PTO responsible for the planning, design or construction of such No. 3 Open Access Transmission Tariff Section II – Attachment K – Regional System Planning Process Transmission Upgrade, in order to permit the Commission to determine what action, if any, it should take.

In connection with regional system planning, the ISO will not propose to impose on any PTO obligations or conditions that are inconsistent with the explicit provisions of the TOA or deprive any PTO of any of the rights set forth in the TOA.

Subject to necessary approvals and compliance with Section 2.06 of the TOA, nothing in this OATT shall affect the right of any PTO to expand or modify its transmission facilities in the New England Transmission System on its own initiative or in response to an order of an appropriate regulatory authority. Such expansions or modifications shall conform with: (a) Good Utility Practice; (b) applicable reliability principles, guidelines, criteria, rules, procedures and standards of national, regional, and local reliability councils that may be in existence; and (c) the ISO and relevant PTO criteria, rules, standards, guides and policies. The ISO reserves its right to challenge the permitting of such expansions or modifications.

9. Merchant Transmission Facilities

9.1 General

Subject to compliance with the requirements of the Tariff and any other applicable requirements with respect to the interconnection of bulk power facilities with the New England Transmission System, any entity shall have the right to propose and construct the addition of transmission facilities (“Merchant Transmission Facilities”), none of the costs of which shall be covered under the cost allocation provisions of this OATT. Any such Merchant Transmission Facilities shall be subject to the requirements of Section

9.2 of this Attachment. In performing studies in connection with the RSP, the prospect that proposed Merchant Transmission Facilities will be completed shall be accounted for as will the prospect that proposed generating units will be completed.

9.2 Operation and Integration

All Merchant Transmission Facilities shall be subject to: (i) an agreement to transfer to the ISO operational control authority over any facilities which constitute part of the Merchant Transmission Facilities that are to be integrated with, or that will affect, the New England Transmission System; and (ii) taking such other action as may be required to make the facility available for use as part of the New England Transmission System.

9.3 Control and Coordination

Until such time as a Merchant Transmission Owner has transferred operational control over its Merchant Transmission Facilities to the ISO pursuant to Section 9.2(i), all such Merchant Transmission Facilities shall be subject to the operational control, scheduling and maintenance coordination of the System Operator in accordance with the Tariff.

10. Cost Responsibility for Transmission Upgrades

The cost responsibility for each upgrade, modification or addition to the transmission system in New England that is included with the status of “Planned” in the RSP Project List as defined in Section 3.6 of this Attachment shall be determined in accordance with Schedule 12 of this OATT.

11. Allocation of ARRs

The allocation of ARRs in connection with Transmission Upgrades is addressed in Section III.C.8 of the Tariff.

12. Dispute Resolution Procedures

12.1 Objective

Section 12 of this Attachment sets forth a dispute resolution process (the “Regional Planning Dispute Resolution Process”) through which regional transmission planning-related disputes may be resolved as expeditiously as possible.

12.2 Confidential Information and CEII Protections

All information disclosed in the course of the Regional Planning Dispute Resolution Process shall be subject to the protection of confidential information and CEII consistent with the ISO New England Information Policy and CEII policy.

12.3 Eligible Parties

Any member of the Planning Advisory Committee that has been adversely affected by a Reviewable Determination, defined in Section 12.4(a) of this Attachment, with respect to the regional system planning process described in this Attachment is eligible to raise its dispute, as appropriate, under this Dispute Resolution Process (“Disputing Party”).

12.4 Scope

In order to ensure that the regional transmission planning process set forth under this Attachment moves expeditiously forward, the scope of issues that may be subject to the Regional Planning Dispute Resolution Process under this Section 12 shall be limited to certain key procedural and substantive decisions made by the ISO within its authority as specified in documents on file with the Commission. That is, decisions not subject to resolution within the jurisdiction of the Commission are not within the scope of the Regional Planning Dispute Resolution Process. Examples of matters not within the scope of the Regional Planning Dispute Resolution Process include planning to serve retail native load or state siting issues. Additionally, the Tariff already explicitly provides specific dispute resolution procedures for various matters. To this end, any matter regarding the review and approval of applications pursuant to Section I.3.9 of the Tariff, which is subject to the dispute resolution process under Section I.6 of the Tariff, shall not be within the scope of this Regional Planning Dispute Resolution Process. Similarly, any matter regarding Transmission Cost Allocation shall be governed by the dispute resolution process under Schedule 12 of the OATT, and shall be outside the scope of this Regional Planning Dispute Resolution Process.

(a) Reviewable Determinations

The determinations that may be subject to the Regional Planning Dispute Resolution Process under this Section 12 that include certain procedural and substantive challenges that may arise at limited designated key decision points in the regional transmission planning process for PTF. Procedural challenges will be limited to whether or not the steps taken up to a designated key decision point conform to the requirements set forth in this Attachment. Substantive challenges will be limited to whether or not a determination or conclusion rendered at a designated key decision point was supported by adequate basis in fact.

The designated key decision points for Reviewable Determinations shall be limited to the following:

- (i) Results of a Needs Assessment conducted and communicated by the ISO to the Planning Advisory Committee as specified in Section 4.1 of this Attachment;
- (ii) Updates to the RSP Project List, including adding, removing or revising regulated transmission solutions included thereunder, as presented at the Planning Advisory Committee and as specified in Section 3.6 of this Attachment;
- (iii) Results of Solutions Studies conducted and communicated by the ISO to the Planning Advisory Committee as specified in Section 4.2 of this Attachment;
- (iv) Consideration of market responses in Needs Assessments as specified in Section 4.2 of this Attachment;
- (v) Substance of Economic Studies to be conducted by the ISO in a given year as specified in Section 4.1(b) of this Attachment; and
- (vi) Prioritization of Economic Studies to be performed in a given year where the Planning Advisory Committee is not able to prioritize them as specified in Section 4.1(b) of this Attachment.

(b) Material Adverse Impact

In order to prevail in a challenge to a procedural-based Reviewable Determination, the Disputing Party must show that the alleged procedural error had a material adverse impact on the determination or conclusion. In order to prevail in a challenge to a substantive-based Reviewable Determination, the Disputing Party must show that either (i) the determination is based on incorrect data or assumptions or (ii) incorrect analysis was performed by the ISO, and (iii) as a result the ISO made an incorrect decision or determination.

12.5 Notice and Comment

A Disputing Party aggrieved by a Reviewable Determination shall have fifteen (15) calendar days upon learning of the Reviewable Determination following the ISO's presentation of such Reviewable Determination at the Planning Advisory Committee to request dispute resolution by giving notice to the ISO ("Request for Dispute Resolution"). A Request for Dispute Resolution shall be in writing and shall be addressed to the ISO's Chair of the Planning Advisory Committee and, as appropriate, the affected Transmission Owner. Within three (3) Business Days of the receipt by the ISO of a Request for Dispute Resolution, the ISO shall prepare and distribute to all members of the Planning Advisory Committee a notice of the Request for Dispute Resolution including, subject to the protection of Confidential Information and CEII, the specifics of the Request for Dispute Resolution and providing the name of an ISO representative to whom any comments may be sent. Any member of the Planning Advisory Committee may submit to the ISO's designated representative, on or before the tenth (10th) Business Day following the date the ISO distributes the notice of the Request for Dispute Resolution, written comments to the ISO with respect to the Request for Dispute Resolution. The party filing the Request for Dispute Resolution may respond to any such comments by submitting a written response to the ISO's designated representative and to the commenting party on or before the fifteenth (15th) Business Day following the date the ISO distributes the notice of the Request for Dispute Resolution. The ISO may, but is not required to, consider any written comments.

12.6 Dispute Resolution Procedures

(a) Resolution Through the Planning Advisory Committee

The Planning Advisory Committee shall discuss and resolve any dispute arising under this Attachment involving a Reviewable Determination, as defined in Section 12.4 of this Attachment, between and among the ISO, the Disputing Party, and, as appropriate, the affected Transmission Owner (collectively, "Parties") (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution).

(b) Resolution Through Informal Negotiations

To the extent that the Planning Advisory Committee is not able to resolve a dispute arising under this Attachment involving a Reviewable Determination, as defined in Section 12.4 of this Attachment, between and among the ISO, the Disputing Party, and, as appropriate, the affected Transmission Owner, such dispute shall be the subject of good-faith negotiations among the Parties. Each Party shall designate a fully authorized senior representative for resolution on an informal basis as promptly as practicable.

(c) Resolution Through Alternative Dispute Resolution

In the event the designated representatives are unable to resolve the dispute through informal negotiation within thirty (30) days, or such other period as the Parties may agree upon, by mutual agreement of the Parties, such dispute may be submitted to mediation or any other form of alternative dispute resolution upon the agreement of all Parties to participate in such mediation or other alternative dispute resolution process. Such form of alternative dispute resolution shall not include binding arbitration.

If a Party identifies exigent circumstances reasonably requiring expedited resolution of the dispute, such Party may file a Complaint with the Commission or seek other appropriate redress before a court of competent jurisdiction.

12.7 Notice of Dispute Resolution Process Results

Within three (3) Business Days following the resolution of a dispute pursuant to either Section 12.6(b) or Section 12.6(c) of this Attachment, the ISO shall distribute to the Planning Advisory Committee a document reflecting the resolution.

13. Rights Under The Federal Power Act

Nothing in this Attachment shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

ATTACHMENT K APPENDIX 1
ATTACHMENT K -LOCAL
LOCAL SYSTEM PLANNING PROCESS

APPENDIX 1
ATTACHMENT K -LOCAL
LOCAL SYSTEM PLANNING PROCESS

1. Local System Planning Process

1.1 General

In circumstances where transmission system planning for Non-Pool Transmission Facilities (“Non-PTF”)¹ is taking place in New England that is not incorporated into the RSP planning process, the following Local System Plan (“LSP”) process will be utilized for transmission planning purposes. The purpose of the LSP is to enable formal stakeholder input to planning for Non-PTF that is not incorporated into the RSP. The LSP shall ensure the opportunity for Planning Advisory Committee participation in the LSP process. The LSP will not be subject to approval by the ISO or the ISO Board under the RSP.

1.2 Planning Advisory Committee Review

The Planning Advisory Committee shall periodically provide input and feedback to the PTOs concerning the development of the LSP and the conduct of associated system enhancement and expansion studies. It is contemplated that LSP issues for identified local areas will be periodically addressed at the end of regularly scheduled Planning Advisory Committee meetings. Regular meetings of the Planning Advisory Committee shall be extended as necessary to serve the purposes of this section. Each PTO contemplating the addition of new Non-PTF will present its respective LSP to the Planning Advisory Committee not less than once per year.

1.3 Role of the PTOs

Each PTO will be responsible for administering the LSP process pertaining to its own Non-PTF by presenting LSP information to the Planning Advisory Committee, developing an appropriate needs analysis and addressing LSP needs within its local area. In developing its LSP, each PTO will ensure comparable treatment of similarly situated customers or potential customers and will take into consideration data, comments and specific requests supplied by the Planning Advisory Committee, Transmission Customers and other stakeholders. To the extent that generation and/or demand resources are identified that could impact planning for Non-PTF, each PTO will take such resources into account when developing the LSP for its facilities, consistent with Good Utility Practice. Each PTO will also be

¹ For absence of doubt, the PTOs clarify that Non-PTF is meant to include Category B and Local Area Facilities as defined by the TOA.

responsible for addressing issues or concerns arising out of Planning Advisory Committee review of its proposed LSP and posting its LSP and the LSP Project List.

1.4 Description of LSP

The LSP shall describe the projected improvements to Non-PTF that are needed to maintain system reliability and shall reflect the results of a reliability review within the limited geographical areas that pertain to the LSP, as determined by each PTO (“LSP Needs Assessments”), and corresponding system planning and expansion studies. The LSP Needs Assessments will be coordinated with the RSP and include the information that the ISO-NE incorporates into the RSP plans, as applicable. The proponents of regulated transmission proposals in response to LSP Needs Assessments shall also identify any RSP plans that require coordination with their regulated transmission proposals addressing the Non-PTF system needs.

The LSP shall identify the planning process, criteria, data, and assumptions used to develop the LSP. To the extent the current LSP utilizes data, assumptions or criteria used by the ISO in the RSP, any such data, assumptions or criteria will also be identified in the LSP.

Each PTO’s LSP will be made available on a website for review by the Planning Advisory Committee, Transmission Customers and other stakeholders, subject to the ISO New England Information Policy and CEII restrictions or requirements. The ISO’s posting of the RSP and the RSP Project List will include links to each PTO’s specific LSP posting.

The LSP of a particular PTO shall be posted not less than 3 business days prior to its presentation by the PTO to the Planning Advisory Committee. The Planning Advisory Committee, Transmission Customers, and other stakeholders will have 30 days from the date of the PTO’s presentation to the Planning Advisory Committee to provide any written comments for consideration by the PTO. The LSP shall specify the physical characteristics of the solutions that can meet the needs identified in the LSP. The LSP shall provide sufficient information to allow Market Participants to assess the quantity, general locations and operating characteristics of the type of incremental supply or demand-side resources, or merchant transmission projects, that would satisfy the identified needs or that may serve to modify, offset or defer proposed regulated transmission upgrades.

Each year’s LSP shall be based upon the LSP completed in the prior year by either recertifying the results of the prior LSP or providing specific updates.

1.5 Economic Studies

To the extent that the ISO selects any Economic Studies pursuant to Section 4.1(b) of Attachment K or otherwise performs Economic Studies that will impact Non-PTF, the PTOs will coordinate with the ISO in the performance of such Economic Studies.

2. Posting of LSP Project List

Each PTO shall develop, maintain and make available on a website, a cumulative listing of proposed regulated transmission solutions that may meet LSP needs (the "LSP Project List"). The LSP Project List will be updated at least annually. The LSP Project List shall also provide reasons for any new Non-PTF, any change in status of proposed Non-PTF, or any removal of proposed Non-PTF from the LSP Project List. Each PTO will be individually responsible for publicly posting and updating the status of its respective LSP and the transmission projects arising therefrom on a website in a format comparable to the manner in which RSP plans and projects are posted on the RSP Project List. The ISO's posting of the RSP and RSP Project List will include links to each PTO's specific LSP Project List.

3. Posting of Assumptions and Criteria

Each PTO will make available on a website the planning criteria and assumptions used in its current LSP. A link to each PTO's planning criteria and assumptions will be posted on the ISO website.

4. Cost Responsibility for Transmission Upgrades

The cost responsibility for each upgrade, modification or addition to the transmission system in New England that is included in the LSP Project List of this Appendix 1 shall be determined in accordance with Schedule 21 of this OATT.

5. LSP Dispute Resolution Procedures

5.1 Objective

Section 5 of this Appendix 1 sets forth an LSP dispute resolution process (the "LSP Dispute Resolution Process") through which LSP-related transmission planning-related disputes may be resolved as expeditiously as possible.

5.2 Confidential Information and CEII Protections

All information disclosed in the course of the LSP Dispute Resolution Process shall be subject to the protection of confidential information and CEII consistent with the ISO New England Information Policy and CEII policy.

5.3 Eligible Parties

Any member of the Planning Advisory Committee that has been adversely affected by a PTO's Reviewable Determination with respect to the LSP transmission planning process described in this Appendix 1 is eligible to raise its dispute, as appropriate, under this LSP Dispute Resolution Process ("Disputing Party").

5.4 Scope

In order to ensure that the LSP transmission planning process set forth under this Appendix 1 moves expeditiously forward, the scope of issues that may be subject to the LSP Dispute Resolution Process under this Section 5 shall be limited to certain key procedural and substantive decisions made by the applicable PTO within its authority as specified in documents on file with the Commission. That is, decisions not subject to resolution within the jurisdiction of the Commission are not within the scope of this LSP Dispute Resolution Process. Examples of matters not within the scope of the LSP Dispute Resolution Process include planning to serve retail native load or state siting issues. Additionally, the Tariff already explicitly provides specific dispute resolution procedures for various matters. To this end, any matter regarding the review and approval of applications pursuant to Section I.3.9 of the Tariff, which is subject to the dispute resolution process under Section I.6 of the Tariff, shall not be within the scope of this LSP Dispute Resolution Process. Similarly, any matter regarding Transmission Cost Allocation shall be governed by the dispute resolution process under Schedule 12 of the OATT, and shall be outside the scope of this LSP Dispute Resolution Process.

(a) Reviewable Determinations:

The LSP determinations made by the applicable PTO that may be subject to the LSP Dispute Resolution Process under this Section 5 ("Reviewable LSP Determination") shall include certain procedural and substantive challenges at designated key decision points during the LSP transmission planning process for Non-PTF ("Key LSP Decision Points"). Procedural challenges will be limited to whether or not the steps taken up to a Key LSP Decision Point conform to the requirements set forth in this Appendix 1. Substantive challenges will be limited to whether or not a determination or conclusion rendered at a Key LSP Decision Point was supported by adequate basis in fact. The Key LSP Decision Points shall be limited to the following:

- (i) Results of an LSP Needs Assessment conducted and communicated by a PTO to the Planning Advisory Committee as specified in this Appendix 1;
- (ii) Updates to the LSP Project List, including adding, removing or revising regulated Non-PTF transmission solutions included thereunder, as presented at the Planning Advisory Committee and as specified in this Appendix 1;
- (iii) Results of Non-PTF transmission solution studies conducted and communicated by the PTO to the Planning Advisory Committee as specified in this Appendix 1; and
- (iv) Consideration of market responses in LSP Needs Assessments as specified in this Appendix 1.

(b) Material Adverse Impact

In order to prevail in a challenge to a procedural-based Reviewable LSP Determination, the Disputing Party must show that the alleged procedural error had a material adverse impact on the determination or conclusion made by the applicable PTO. In order to prevail in a challenge to a substantive-based Reviewable LSP Determination, the Disputing Party must show that either (i) the determination is based on incorrect data or assumptions or (ii) incorrect analysis was performed by the PTO, and (iii) as a result thereof, the PTO made an incorrect decision or determination.

5.5 Notice and Comment

A Disputing Party aggrieved by a PTO's Reviewable LSP Determination shall have fifteen (15) calendar days upon learning of the Reviewable LSP Determination following the PTO's presentation of such LSP Reviewable Determination at the Planning Advisory Committee to request dispute resolution by giving notice to the Applicable PTO ("Request for LSP Dispute Resolution").

A Request for LSP Dispute Resolution shall be in writing and shall be provided to the applicable PTO and, as appropriate, other affected Transmission Owners. Within three (3) Business Days of the receipt by a PTO of a Request for Dispute Resolution, the PTO, in coordination with the ISO, shall prepare and distribute to all members of the Planning Advisory Committee a notice of the Request for Dispute Resolution including, subject to the protection of Confidential Information and CEII, the specifics of the

Request for Dispute Resolution and providing the name of a PTO representative to whom any comments may be sent. Any member of the Planning Advisory Committee may submit to the PTO's designated representative, on or before the tenth (10th) Business Day following the date the PTO distributes the notice of the Request for Dispute Resolution, written comments to the PTO with respect to the Request for Dispute Resolution. The Disputing Party filing the Request for Dispute Resolution may respond to any such comments by submitting a written response to the PTO's designated representative and to the commenting party on or before the fifteenth (15th) Business Day following the date the PTO distributes the notice of the Request for Dispute Resolution. The PTO may, but is not required to, consider any written comments.

5.6 Dispute Resolution Procedure

(a) Resolution Through the Planning Advisory Committee

The Planning Advisory Committee shall discuss and resolve any LSP related dispute arising under this Appendix 1 involving a Reviewable LSP Determination, as defined in Section 5.4 of this Appendix 1, between and among the applicable PTO, the Disputing Party, and, as appropriate, other affected Transmission Owners and the ISO (collectively, "Parties") (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution).

(b) Resolution Through Informal Negotiation

To the extent that the Planning Advisory Committee is not able to resolve a dispute arising under this Appendix 1 involving a Reviewable LSP Determination, as defined in Section 5.4 of this Appendix 1, between and among the Parties, such dispute shall be the subject of good-faith negotiations among the Parties. Each Party shall designate a fully authorized senior representative for resolution on an informal basis as promptly as practicable.

(c) Resolution Through Alternative Dispute Resolution

In the event the designated representatives are unable to resolve the dispute through informal negotiations within thirty (30) days, or such other period as the Parties may agree upon, by mutual agreement of the Parties, such LSP related dispute may be submitted to mediation or any other form of alternative dispute resolution upon the agreement of all Parties to participate in such mediation or other alternative dispute resolution process. Such form of alternative dispute resolution shall not include binding arbitration.

If a Party identifies exigent circumstances reasonably requiring expedited resolution of the LSP related dispute, such Party may file a Complaint with the Commission or seek other appropriate redress before a court of competent jurisdiction

5.7 Notice of Results of Dispute Resolution

Within three (3) Business Days following the resolution of a dispute pursuant to either Section 5.6(b) or 5.6(c) of this Appendix 1, the PTO shall distribute to members of the Planning Advisory Committee a document reflecting the resolution.

5.8 Rights under the Federal Power Act:

Nothing in this Appendix 1 shall restrict the rights of any party to file a complaint with the Commission under relevant provisions of the Federal Power Act.

III.12 Calculation of Capacity Requirements

III.12.1 Installed Capacity Requirement.

Prior to each Forward Capacity Auction, the ISO shall calculate the Installed Capacity Requirement for the New England Control Area for each upcoming Capacity Commitment Period through the Capacity Commitment Period associated with that Forward Capacity Auction in accordance with this Section III.12.1.

The ISO shall determine the Installed Capacity Requirement such that the probability of disconnecting non-interruptible customers due to resource deficiency, on average, will be no more than once in ten years. Compliance with this resource adequacy planning criterion shall be evaluated probabilistically, such that the Loss of Load Expectation (“LOLE”) of disconnecting non-interruptible customers due to resource deficiencies shall be no more than 0.1 day each year. The forecast Installed Capacity Requirement shall meet this resource adequacy planning criterion for each Capacity Commitment Period. The Installed Capacity Requirement shall be determined assuming all resources pursuant to Sections III.12.7 and III.12.9 will be deliverable to meet the forecasted demand determined pursuant to Section III.12.8.

If the Installed Capacity Requirement shows a consistent bias over time, either high or low, the ISO shall make adjustments to the modeling assumptions and/or methodology through the stakeholder process to eliminate the bias in the Installed Capacity Requirement. The modeling assumptions used in determining the Installed Capacity Requirement are specified in Sections III.12.7, III.12.8 and III.12.9. For the purpose of this Section III.12, a “resource” shall include generating resources, demand resources, and import capacity resources eligible to receive capacity payments in the Forward Capacity Market.

The ISO shall determine, by applying the same modeling assumptions and methodology used in determining the Installed Capacity Requirement, the capacity requirement value for each LOLE probability specified in Section III.13.2.2 for the System-Wide Capacity Demand Curve.

III.12.2 Local Sourcing Requirements and Maximum Capacity Limits.

Prior to each Forward Capacity Auction, the ISO shall calculate the capacity requirements and limitations, accounting for relevant transmission interface limits which shall be determined pursuant to Section III.12.5, for each modeled Capacity Zone (as described in Section III.12.4) for each upcoming Capacity Commitment Period through the Capacity Commitment Period associated with that Forward Capacity

Auction. The Local Sourcing Requirement shall represent the minimum amount of capacity that must be procured within an import-constrained Capacity Zone. The Maximum Capacity Limit shall represent the maximum amount of capacity that can be procured in an export-constrained Capacity Zone to meet the Installed Capacity Requirement.

The ISO shall use consistent assumptions and standards to establish a resource's electrical location for purposes of qualifying a resource for the Forward Capacity Market and for purposes of calculating Local Sourcing Requirements and Maximum Capacity Limits. The methodology used in determining the Local Sourcing Requirements and the Maximum Capacity Limits are specified in Sections III.12.2.1 and III.12.2.2, respectively. The modeling assumptions used in determining the Local Sourcing Requirements and the Maximum Capacity Limits are specified in Sections III.12.5, III.12.6, III.12.7, III.12.8 and III.12.9.

III.12.2.1 Calculation of Local Sourcing Requirements for Import-Constrained Capacity Zones.

For each import-constrained Capacity Zone, the Local Sourcing Requirement shall be the amount needed to satisfy the higher of: (i) the Local Resource Adequacy Requirement as determined pursuant to Section III.12.2.1.1; or (ii) the Transmission Security Analysis Requirement as determined pursuant to Section III.12.2.1.2.

III.12.2.1.1 Local Resource Adequacy Requirement.

The Local Resource Adequacy Requirement shall be calculated as follows:

- (a) Two areas shall be modeled: (i) the Capacity Zone under study which includes all load and all resources electrically located within the Capacity Zone, including external Control Area support from tie benefits on the import-constrained side of the interface, if any; and (ii) the rest of the New England Control Area which includes all load and all resources electrically located within the rest of the New England Control Area, including external Control Area support from tie benefits on the unconstrained side of the interface, if any.

- (b) The only transmission constraint to be modeled shall be the transmission interface limit between the Capacity Zone under study and the rest of the New England Control Area as identified pursuant to Section III.12.5.

(c) Any proxy units that are required in the New England Control Area pursuant to Section III.12.7.1 shall be modeled as specified in Section III.12.7.1, in order to ensure that the New England Control Area meets the resource adequacy planning criterion specified in Section III.12.1. If the system LOLE is less than 0.1 days/year, firm load is added (or unforced capacity is subtracted) so that the system LOLE equals 0.1 days/year.

(d) The Local Resource Adequacy Requirement for the import-constrained Capacity Zone Z shall be determined in accordance with the following formula:

$$LRA_Z = Resources_Z + Proxy Units_Z - (Proxy Units Adjustment_Z(1-FOR_Z)) - (Firm Load Adjustment_Z(1-FOR_Z))$$

In which:

LRA_Z = MW of Local Resource Adequacy Requirement for Capacity Zone Z;

$Resources_Z$ = MW of resources electrically located within Capacity Zone Z, including import Capacity Resources on the import-constrained side of the interface, if any;

$Proxy Units_Z$ = MW of proxy unit additions in Load Zone Z;

$Firm Load Adjustment_Z$ = MW of firm load added (or subtracted) within Capacity Zone Z to make the LOLE of the New England Control Area equal to 0.105 days per year; and

FOR_Z = Capacity weighted average of the forced outage rate modeled for all resources within Capacity Zone Z, including and proxy unit additions to Capacity Zone Z.

$Proxy Units Adjustment$ = MW of firm load added to (or unforced

capacity subtracted from) Capacity Zone Z
until the system LOLE equals 0.1
days/year.

To determine the Local Resource Adequacy Requirement, the firm load is adjusted within Capacity Zone Z until the LOLE of the New England Control Area reaches 0.105 days per year. The LOLE of 0.105 days per year includes an allowance for transmission related LOLE of 0.005 days per year associated with each interface. As firm load is added to (or subtracted from) Capacity Zone Z, an equal amount of firm load is removed from (or added to) the rest of New England Control Area.

III.12.2.1.2 Transmission Security Analysis Requirement.

A Transmission Security Analysis shall be used to determine the requirement of the zone being studied, and shall include the following features:

- (a) The ISO shall perform a series of transmission load flow studies and/or a deterministic operable capacity analysis targeted at determining the performance of the system under stressed conditions, and at developing a resource requirement sufficient to allow the system to operate through those stressed conditions.
- (b) The Transmission Security Analysis Requirement shall be set at a level sufficient to cover most reasonably anticipated events, but will not guarantee that every combination of obligated resources within the zone will meet system needs.
- (c) In performing the Transmission Security Analysis, the ISO may establish static transmission interface transfer limits, as identified pursuant to Section III.12.5, as a reasonable representation of the transmission system's capability to serve load with available existing resources.
- (d) The Transmission Security Analysis may model the entire New England system and individual zones, for both the first contingency (N-1) and second contingency (N-1-1) conditions. First contingency conditions (N-1) shall include the loss of the most critical generator or most critical transmission element with respect to the zone. Second contingency conditions (N-1-1) shall include both: (i) the loss of the most critical generator with respect to the zone followed by the loss of the most critical transmission element ("Line-Gen"); and (ii) the loss of the most critical transmission element followed by the loss of the next most critical transmission element ("Line-Line") with respect to the zone.

III.12.2.2 Calculation of Maximum Capacity Limit for Export-Constrained Capacity Zones.

For each export-constrained Capacity Zone, the Maximum Capacity Limit shall be calculated using the following method:

- (a) Two areas shall be modeled: (i) the Capacity Zone under study which includes all load and all resources electrically located within the Capacity Zone, including external Control Area support from tie benefits on the export-constrained side of the interface, if any; and (ii) the rest of the New England Control Area, which includes all load and all resources electrically located within the rest of the New England Control Area, including external Control Area support from tie benefits to the rest of the New England Control Area, if any.
- (b) The only transmission constraint to be modeled shall be the transmission interface limit between the Capacity Zone under study and the rest of the New England Control Area as identified pursuant to Section III.12.5.
- (c) Any proxy units that are required in the New England Control Area pursuant to Section III.12.7.1 shall be modeled as specified in Section III.12.7.1, in order to ensure that the New England Control Area meets the resource adequacy planning criterion specified in Section III.12.1. If the system LOLE is less than 0.1 days/year, firm load is added (or unforced capacity is subtracted) so that the system LOLE equals 0.1 days/year.
- (d) The Maximum Capacity Limit for the export-constrained Capacity Zone Y shall be determined in accordance with the following formula:

$$\text{Maximum Capacity Limit}_Y = \text{ICR} - \text{LRA}_{\text{RestofNewEngland}}$$

In which:

Maximum Capacity Limit_Y = Maximum MW amount of resources, including Import Capacity Resources on the export-constrained side of the interface, if any, that can be procured in the export-constrained Capacity Zone Y to meet the Installed Capacity Requirement;

ICR = MW of Installed Capacity Requirement for the New England Control Area, determined in accordance with Section III.12.1; and

LRA_{RestofNewEngland} = MW of Local Sourcing Requirement for the rest of the New England Control Area, which for the purposes of this calculation is treated as an import-constrained region, determined in accordance with Section III.12.2.1.

III.12.3 Consultation and Filing of Capacity Requirements.

At least two months prior to filing the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for each upcoming Capacity Commitment Period through the relevant Capacity Commitment Period with the Commission, the ISO shall review the modeling assumptions and resulting Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve with the Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies. Following consultation with Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies, the ISO shall file the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for each upcoming Capacity Commitment Period through the relevant Capacity Commitment Period with the Commission pursuant to Section 205 of the Federal Power Act 90 days prior to the Forward Capacity Auction for the Capacity Commitment Period. The ISO shall file with the Commission pursuant to Section 205 of the Federal Power Act, the proposed identification of a potential new Capacity Zone when the boundary of the potential new Capacity Zone differs from the boundaries of existing Load Zones or Capacity Zones. In order to be used in a given FCA, any new Capacity Zone must have received approval from the Commission prior to the Existing Capacity Qualification Deadline of the applicable FCA.

III.12.4 Capacity Zones.

For each Forward Capacity Auction, the ISO shall, using the results of the most recent annual assessment of transmission transfer capability conducted pursuant to ISO Tariff Section II, Attachment K, determine the Capacity Zones to model as described below, and will include such designations in its filing with the Commission pursuant to Section III.13.8.1:

(a) The ISO shall model in the Forward Capacity Auction, as separate export-constrained Capacity Zones, those zones identified in the most recent annual assessment of transmission transfer capability pursuant to ISO Tariff Section II, Attachment K, for which the Maximum Capacity Limit is less than the sum of the existing qualified capacity and proposed new capacity that could qualify to be procured in the export constrained Capacity Zone, including existing and proposed new Import Capacity Resources on the export-constrained side of the interface.

(b) The ISO shall model in the Forward Capacity Auction, as separate import-constrained Capacity Zones, those zones identified in the most recent annual assessment of transmission transfer capability pursuant to ISO Tariff Section II, Attachment K, for which the second contingency transmission capability results in a line-line Transmission Security Analysis Requirement, calculated pursuant to Section III.12.2.1.2 and pursuant to ISO New England Planning Procedures, that is greater than the Existing Qualified Capacity in the zone, with the largest generating station in the zone modeled as out-of-service. Each assessment will model out-of-service all Non-Price Retirement Requests (including any received for the current FCA at the time of this calculation) and Permanent De-List Bids as well as rejected for reliability Static De-List Bids from the most recent previous Forward Capacity Auction and rejected for reliability Dynamic De-List Bids from the most recent previous Forward Capacity Auction.

(c) Adjacent Load Zones that are neither export-constrained nor import-constrained shall be modeled together as the Rest of Pool Capacity Zone in the Forward Capacity Auction.

III.12.5 Transmission Interface Limits.

Transmission interface limits, used in the determination of Local Sourcing Requirements, shall be determined pursuant to ISO Tariff Section II, Attachment K using network models that include all resources, existing transmission lines and proposed transmission lines that the ISO determines, in accordance with Section III.12.6, will be in service no later than the first day of the relevant Capacity Commitment Period. The transmission interface limits shall be established, using deterministic analyses, at levels that provide acceptable thermal, voltage and stability performance of the system both with all lines in service and after any criteria contingency occurs as specified in ISO New England Manuals and ISO New England Administrative Procedures.

III.12.6 Modeling Assumptions for Determining the Network Model.

The ISO shall determine, in accordance with this Section III.12.6, the generating units and transmission infrastructure to include in the network model that: (i) are expected to be in service no later than the first day of the relevant Capacity Commitment Period; and (ii) may have a material impact on the network model, a potential interface constraint, or on one or more Local Sourcing Requirements. The network model shall be used, among other purposes, (i) for the Forward Capacity Market qualification process and (ii) to calculate transmission interface limits in order to forecast the Local Sourcing Requirements. The network model shall include:

- (a) For the relevant Capacity Commitment Period, the network model shall include:
 - (i) all existing resources, along with any associated interconnection facilities and/or Elective Transmission Upgrades that have not been approved to be retired for the relevant Capacity Commitment Period, as described in Section III.13.2.5.2.5.3;
 - (ii) all new resources with Qualified Capacity for the relevant Capacity Commitment Period, along with any associated interconnection facilities and/or Elective Transmission Upgrades; and
 - iii. in the case of an initial interconnection analysis that is conducted consistent with the Network Capability Interconnection Standard, any generating unit or External Elective Transmission Upgrade that has a valid Interconnection Request and is reasonably expected to declare commercial operation no later than the first day of the relevant Capacity Commitment Period.
- (b) Prior to each Forward Capacity Auction and each annual reconfiguration auction, the ISO shall determine and publish a list of the transmission projects and elements of transmission projects that will be included in the network model. During the process of making the transmission infrastructure determinations, as described in Section III.12.6.1, the ISO shall consult with the Governance Participants, the Transmission Owners, any transmission project proponents, the state utility regulatory agencies in New England and, as appropriate, other state agencies.

III.12.6.1 Process for Establishing the Network Model

- (a) The ISO shall establish an initial network model prior to the Forward Capacity Auction that only includes transmission infrastructure, including Internal Elective Transmission Upgrades, that is already in service at the time that the initial network model is developed.

(b) After establishing the initial network model, the ISO shall compile a preliminary list of the transmission projects or elements of transmission projects in the RSP Project List, individually or in combination with each other, as appropriate, to identify transmission projects that may achieve an in-service date no later than the first day of the relevant Capacity Commitment Period and that will have a material impact on the network model, on a potential interface constraint or one or more Local Sourcing Requirements.

(c) For the transmission projects or elements of transmission projects in the RSP Project List that are included in the preliminary list developed pursuant to subsection (b), the ISO shall determine whether the transmission projects or elements of transmission projects meet all of the initial threshold milestones specified in Section III.12.6.2 and will be considered for further evaluation pursuant to subsection (d).

(d) For those transmission projects or elements of transmission projects that meet the initial threshold milestones in subsection (c), the ISO shall use the evaluation criteria specified in Section III.12.6.3, and any other relevant information, to determine whether to include a transmission project or element of a transmission project in the final network model.

(e) If after completing its evaluation pursuant to Sections III.12.6.1 through III.12.6.3 and conferring with the transmission project proponents, the Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies, the ISO determines that the transmission project or a portion of the transmission project is reasonably expected to be in service no later than the first day for the relevant Capacity Commitment Period, then such transmission project or portion of transmission project shall be considered in service in the finalized network model to calculate the transmission interface limits pursuant to Section III.12.5.

III.12.6.2 Initial Threshold to be Considered In-Service.

The ISO shall determine whether transmission projects or elements of transmission projects meet all of the following initial threshold milestones:

(a) A critical path schedule for the transmission project has been furnished to ISO showing that the transmission project or the element of the transmission project will be in-service no later than the first day of the relevant Capacity Commitment Period. The critical path schedule must be sufficiently detailed to allow the ISO to evaluate the feasibility of the schedule.

- (b) At the time of the milestone review, siting and permitting processes, if required, are on schedule as shown on the critical path schedule.
- (c) At the time of the milestone review, engineering is on schedule as shown on the critical path schedule.
- (d) At the time of the milestone review, land acquisition, if required, is on schedule as shown on the critical path schedule.
- (e) Corporate intent to build the transmission project has been furnished to the ISO. An officer of the host Transmission Owner or Elective Transmission Upgrade Interconnection Customer has submitted to the ISO a statement verifying that the officer has reviewed the proposal and critical path schedule submitted to the ISO, and the Transmission Owner or Elective Transmission Upgrade Interconnection Customer concurs that the schedule is achievable, and it is the intent of the Transmission Owner or Elective Transmission Upgrade Interconnection Customer to build the proposed transmission project in accordance with that schedule. The Transmission Owner or Elective Transmission Upgrade Interconnection Customer may develop alternatives or modifications to the transmission project during the course of design of the transmission project that accomplish at least the same transfer capability. Such alternatives or modifications are acceptable, so long as the ISO determines that the alternative or modification is reasonably expected to achieve an in-service date no later than the first day of the relevant Capacity Commitment Period. The provision of an officer's statement shall be with the understanding that the statement shall not create any liability on the officer and that any liability with respect to the Transmission Owner's obligations shall be as set forth in the Transmission Operating Agreement and shall not be affected by such officer's statement.

III.12.6.3 Evaluation Criteria.

For a transmission project or element of a transmission project that meets the initial threshold milestones specified in Section III.12.6.2, the ISO shall consider the following factors and any other relevant information to determine whether to include the transmission project or element of the transmission project in the network model for the relevant Capacity Commitment Period.

- (a) Sufficient engineering to initiate construction is on schedule as shown on the critical path schedule.

- (b) Approval under Section I.3.9 of the Transmission, Markets and Services Tariff, if required, has been obtained or is on schedule to be obtained as shown on the critical path schedule.
- (c) Significant permits, including local permits, if required to initiate construction have been obtained or are on schedule consistent with the critical path schedule.
- (d) Easements, if required, have been obtained or are on schedule consistent with the critical path schedule. Needed land purchases, if required, have been made or are on schedule consistent with the critical path schedule.
- (e) Any contracts required to procure or construct a transmission project are in place consistent with the critical path schedule. The ISO's analysis may also take into account whether such contracts contain incentive and/or penalty clauses to encourage third parties to advance the delivery of material services to conform with the critical path schedule.
- (f) Physical site work is on schedule consistent with the critical path schedule.
- (g) The transmission project is in a designated National Interest Electric Transmission Corridor in accordance with Section 216 of the Federal Power Act, 16 U.S.C. §§ 824p.

III.12.7 Resource Modeling Assumptions.

III.12.7.1 Proxy Units.

When the available resources are insufficient for the unconstrained New England Control Area to meet the resource adequacy planning criterion specified in Section III.12.1, proxy units shall be used as additional capacity to determine the Installed Capacity Requirement, Local Resource Adequacy Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve. The proxy units shall reflect resource capacity and outage characteristics such that when the proxy units are used in place of all other resources in the New England Control Area, the reliability, or LOLE, of the New England Control Area does not change. The outage characteristics are the summer capacity weighted average availability of the resources in the New England Control Area as determined in accordance with Section III.12.7.3. The capacity of the proxy unit is determined by adjusting the capacity of the proxy unit until the LOLE of the New England Control Area is equal to the LOLE calculated while using the capacity assumptions described in Section III.12.7.2.

When modeling transmission constraints for the determination of Local Resource Adequacy Requirements, the same proxy units may be added to the import-constrained zone or elsewhere in the rest of the New England Control Area depending on where system constraints exist.

III.12.7.2 Capacity.

The resources included in the calculation of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall include:

- (a) all Existing Generating Capacity Resources,
- (b) resources cleared in previous Forward Capacity Auctions or obligated for the relevant Capacity Commitment Period,
- (c) all Existing Import Capacity Resources backed by a multiyear contract to provide capacity in the New England Control Area, where that multiyear contract requires delivery of capacity for the Commitment Period for which the Installed Capacity Requirement is being calculated, and
- (d) Existing Demand Resources that are qualified to participate in the Forward Capacity Market and New Demand Resources that have cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period,

but shall exclude:

- (e) capacity associated with Export Bids cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period, and
- (f) resources for which Permanent De-list Bids cleared in previous Forward Capacity Auctions or for which Non-Price Retirement Requests have been received.

The rating of Existing Generating Capacity Resources and Existing Import Capacity Resources used in the calculation of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be the

summer Qualified Capacity value of such resources for the relevant zone. The rating of Demand Resources shall be the summer Qualified Capacity value reduced by any reserve margin adjustment factor that is otherwise included in the summer Qualified Capacity value. The rating of resources, except for Demand Resources, cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period shall be based on the amount of Qualified Capacity that cleared in previous Forward Capacity Auctions or obligated for the relevant Capacity Commitment Period. Resources are located within the Capacity Zones in which they are electrically connected as determined during the qualification process.

III.12.7.2.1 [Reserved.]

III.12.7.3 Resource Availability.

The Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be calculated taking resource availability into account and shall be determined as follows:

For Existing Generating Capacity Resources:

(a) The most recent five-year moving average of EFORd shall be used as the measure of resource availability used in the calculation of the Installed Capacity Requirement, Local Resource Adequacy Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve. The most recent five-year moving average of EFORd shall be used as the measure of resource availability for non-peaking resources used in the calculation of Transmission Security Analysis Requirements. A deterministic adjustment factor, based on the operational experience of the ISO, shall be used as the measure of resource availability for peaking resources used in the calculation of Transmission Security Analysis Requirements, and will be reviewed periodically.

(b) [Reserved.]

(c) Once sufficient data are collected under the availability incentives in the Forward Capacity Market, a resource availability metric, which reflects resource availability in a manner that is consistent with the availability incentives in the Forward Capacity Market, shall be developed and reviewed with Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies and used in the calculation of the Installed Capacity Requirement, Local Sourcing

Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve.

For resources cleared in previous Forward Capacity Auctions or obligated for the relevant Capacity Commitment Period that do not have sufficient data to calculate an availability metric as defined in subsections (a) or (c) above, class average data for similar resource types shall be used. For Demand Resources, including Real-Time Emergency Generation, historical performance data for those resources will be used to develop an availability metric for use in the calculation of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve.

III.12.7.4 Load and Capacity Relief.

Load and capacity relief expected from system-wide implementation of the following actions specified in ISO New England Operating Procedure No. 4. Action During a Capacity Deficiency, shall be included in the calculation of the Installed Capacity Requirement, Local Resource Adequacy Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve. :

(a) **Implement voltage reduction.** The MW value of the load relief shall be equal to the percentage load reduction achieved in the most applicable voltage reduction tests multiplied by the forecasted seasonal peak loads.

(b) **Arrange for available Emergency energy from Market Participants or neighboring Control Areas.** These actions are included in the calculation through the use of tie benefits to meet system needs. The MW value of tie benefits is calculated in accordance with Section III.12.9.

(c) **Maintain an adequate amount of ten-minute synchronized reserves.** The amount of system reserves included in the determination of the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be consistent with those needed for reliable system operations during Emergency Conditions. When modeling transmission constraints, the reserve requirement for a zone shall be the zone's pro rata share of the forecasted system peak load multiplied by the system reserves needed for reliable system operations during Emergency Conditions.

III.12.8 Load Modeling Assumptions.

The ISO shall forecast load for the New England Control Area and for each Load Zone within the New England Control Area. The load forecasts shall be based on appropriate models and data inputs. Each year, the load forecasts and underlying methodologies, inputs and assumptions shall be reviewed with Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies. If the load forecast shows a consistent bias over time, either high or low, the ISO shall propose adjustments to the load modeling methodology to the Governance Participants, the state utility regulatory agencies in New England and, as appropriate, other state agencies to eliminate the bias.

Demand Resources shall be reflected in the load forecast as specified below:

- (a) Expected reductions from an installed or forecast Demand Resource not qualifying for or not participating in the Forward Capacity Auction shall be reflected as a reduction in the load forecast that will be used to determine the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for the relevant Capacity Commitment Period. The expected reduction from these resources will be included in the load forecast to the extent that they meet the qualification process rules, including monitoring and verification plan and financial assurance requirements. If no qualification process rules are in place for the expected reductions from these resources, they shall not be included within the load forecast.
- (b) Expected reductions from an installed or forecast Demand Resource that qualifies to participate in the Forward Capacity Market, participates but does not clear in the Forward Capacity Auction, or has cleared in a previous Forward Capacity Auction and is expected to continue in the Forward Capacity Market shall not be reflected as a reduction in the load forecast that will be used to determine the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for the relevant Capacity Commitment Period.
- (c) [Reserved.]
- (d) Any realized Demand Resource reductions in the historical period that received Forward Capacity Market payments for these reductions, or Demand Resource reductions that are expected to receive Forward Capacity Market payments by participating in the upcoming Forward Capacity Auction or having cleared in a previous Forward Capacity Auction, shall be added back into the appropriate historical loads to ensure that such resources are not reflected as a reduction in the load forecast that will

be used to determine the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve for the relevant Capacity Commitment Period.

III.12.9 Tie Benefits.

The Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve shall be calculated assuming appropriate tie benefits, if any, available from interconnections with neighboring Control Areas. Tie benefits shall be calculated only for interconnections (1) without Capacity Network Import Interconnection Service or Network Import Interconnection Service or (2) that have not requested Capacity Network Import Interconnection Service or Network Import Interconnection Service with directly interconnected neighboring Control Areas with which the ISO has in effect agreements providing for emergency support to New England, including but not limited to inter-Control Area coordination agreements, emergency aid agreements and the NPCC Regional Reliability Plan.

Tie benefits shall be calculated using a probabilistic multi-area reliability model, by comparing the LOLE for the New England system before and after interconnecting the system to the neighboring Control Areas. To quantify tie benefits, firm capacity equivalents shall be added until the LOLE of the isolated New England Control Area is equal to the LOLE of the interconnected New England Control Area.

III.12.9.1. Overview of Tie Benefits Calculation Procedure.

III.12.9.1.1. Tie Benefits Calculation for the Forward Capacity Auction and Annual Reconfiguration Auctions; Modeling Assumptions and Simulation Program.

For each Capacity Commitment Period, tie benefits shall be calculated for the Forward Capacity Auction and the third annual reconfiguration auction using the calculation methodology in this Section III.12.9. For the first and second annual reconfiguration auctions for a Capacity Commitment Period, the tie benefits calculated for the associated Forward Capacity Auction shall be utilized in determining the Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and capacity requirement values for the System-Wide Capacity Demand Curve as adjusted to account for any changes in import capability of interconnections with neighboring Control Areas and changes in import capacity resources using the methodologies in Section III.12.9.6.

Tie benefits shall be calculated using the modeling assumptions developed in accordance with Section III.12.9.2 and using the General Electric Multi-area Reliability Simulation (MARS) program.

III.12.9.1.2. Tie Benefits Calculation.

The total tie benefits to New England from all directly interconnected neighboring Control Areas are calculated first using the methodology in Section III.12.9.3. Following the calculation of total tie benefits, individual tie benefits from each qualifying neighboring Control Area are calculated using the methodology in Section III.12.9.4.1. If the sum of the tie benefits from each Control Area does not equal the total tie benefits to New England, then each Control Area's tie benefits are adjusted based on the ratio of the individual Control Area tie benefits to the sum of the tie benefits calculated for each Control Area using the methodology in Section III.12.9.4.2. Following this calculation, tie benefits are calculated for each qualifying individual interconnection or group of interconnections using the methodology in Section III.12.9.5.1. If the sum of the tie benefits from individual interconnections or groups of interconnections does not equal their associated Control Area's tie benefits, then the tie benefits of each individual interconnection or group of interconnections is adjusted based on the ratio of the tie benefits of the individual interconnection or group of interconnections to the sum of the tie benefits within the Control Area using the methodology in Section III.12.9.5.2.

III.12.9.1.3. Adjustments to Account for Transmission Import Capability and Capacity Imports.

Once the initial calculation of tie benefits is performed, the tie benefits for each individual interconnection or group of interconnections is adjusted to account for capacity imports and any changes in the import capability of interconnections with neighboring Control Areas, using the methodologies in Section III.12.9.6. Once the import capability and capacity import adjustments are completed, the sum of the tie benefits of all individual interconnections and groups of interconnections for a Control Area, with the import capability and capacity import adjustments, represents the tie benefits associated with that Control Area, and the sum of the tie benefits from all Control Areas, with the import capability and capacity import adjustments, represents the total tie benefits available to New England.

III.12.9.2. Modeling Assumptions and Procedures for the Tie Benefits Calculation.

III.12.9.2.1. Assumptions Regarding System Conditions.

In calculating tie benefits, "at criterion" system conditions shall be used to model the New England Control Area and all interconnected Control Areas.

III.12.9.2.2. Modeling Internal Transmission Constraints in New England.

In calculating tie benefits, all New England internal transmission constraints that (i) are modeled in the most recent Regional System Plan resource adequacy studies and assessments and (ii) are not addressed by either a Local Sourcing Requirement or a Maximum Capacity Limit calculation shall be modeled, using the procedures in Section III.12.9.2.5.

III.12.9.2.3. Modeling Transmission Constraints in Neighboring Control Areas.

The ISO will review annually NPCC's assumptions regarding transmission constraints in all directly interconnected neighboring Control Areas that are modeled for the tie benefits calculations. In the event that NPCC models a transmission constraint in one of the modeled neighboring Control Areas, the ISO will perform an evaluation to determine which interfaces are most critical to the ability of the neighboring Control Area to reliably provide tie benefits to New England from both operational and planning perspectives, and will model those transmission constraints in the tie benefits calculation, using the procedures in Section III.12.9.2.5.

III.12.9.2.4. Other Modeling Assumptions.

A. External transfer capability determinations. The transfer capability of all external interconnections with New England will be determined using studies that take account of the load, resource and other electrical system conditions that are consistent with those expected during the Capacity Commitment Period for which the calculation is being performed. Transfer capability studies will be performed using simulations that consider the contingencies enumerated in sub-section (iii) below.

- (i) The transmission system will be modeled using the following conditions:
 - 1. The forecast 90/10 peak load conditions for the Capacity Commitment Period;
 - 2. Qualified Existing Generating Capacity Resources reflecting their output at their Capacity Network Resource level;
 - 3. Qualified Existing Demand Resources reflecting their Capacity Supply Obligation received in the most recent Forward Capacity Auction;
 - 4. Transfers on the transmission system that impact the transfer capability of the interconnection under study.
- (ii) The system will be modeled in a manner that reflects the design of the interconnection. If an interconnection and its supporting system upgrades were designed to provide

incremental capacity into the New England Control Area, simulations will assume imports up to the level that the interconnection was designed to support. If the interconnection was not designed to be so comparably integrated, simulations will determine the amount of power that can be delivered into New England over the interconnection.

(iii) The simulations will take into account contingencies that address a fault on a generator or transmission facility, loss of an element without a fault, and circuit breaker failure following the loss of an element or an association with the operation of a special protection system.

B. In calculating tie benefits, New England capacity exports are removed from the internal capacity resources and are modeled as a resource in the receiving Control Area. The transfer capability of external interconnections is not adjusted to account for capacity exports.

III.12.9.2.5. Procedures for Adding or Removing Capacity from Control Areas to Meet the 0.1 Days Per Year LOLE Standard.

In calculating tie benefits, capacity shall be added or removed from the interconnected system of New England and its neighboring Control Areas, until the LOLE of New England and the LOLE of each Control Area of the interconnected system equals 0.1 days per year simultaneously. The following procedures shall be used to add or remove capacity within New England and the interconnected Control Areas to achieve that goal.

- A. Adding Proxy Units within New England when the New England system is short of capacity.** In modeling New England as part of the interconnected system, if New England is short of capacity to meet the 0.1 days per year LOLE, proxy units (with the characteristics identified in Section III.12.7.1) will be added to the sub-areas that are created by any modeled internal transmission constraints within New England, beginning with the sub-area with the highest LOLE. If there are no modeled internal transmission constraints in the New England Control Area, then proxy units will be added to the entire Control Area. If, as a result of the addition of one or more proxy units, the system is surplus of capacity, then the methodology in Section III.12.9.2.5(b) will be used to remove the surplus capacity.
- B. Removing capacity from New England when the New England system is surplus of capacity.** In modeling New England as part of the interconnected system, if New England is surplus of capacity to meet the 0.1 days per year LOLE, the surplus capacity will be removed from the sub-areas as follows. Resources will be removed from sub-areas with capacity

surplus based on the ratio of capacity surplus in the sub-area to the total capacity surplus in these surplus sub-areas. The amount of capacity surplus for a sub-area is the amount of the Existing Qualified Capacity, and any amount of proxy units added in that sub-area that is above its 50-50 peak load forecast. Notwithstanding the foregoing, if removing resources will exacerbate a binding transmission constraint, then capacity will not be removed from that sub-area and will instead be removed from the remaining sub-areas using the same ratios described above for the removal of capacity surplus. If there are no modeled internal transmission constraints in the New England Control Area, then the surplus capacity shall be removed from the entire Control Area.

C. Adding capacity within neighboring Control Areas when the neighboring Control Area is short of capacity.

In modeling neighboring Control Areas as part of the interconnected system, if the neighboring Control Area is short of capacity to meet the 0.1 days per year LOLE, additional capacity will be added to the neighboring Control Area's sub-areas that are created by any modeled internal transmissions constraints, beginning with the sub-area with the highest LOLE. If there are no modeled internal transmission constraints in the Control Area, then capacity will be added to the entire Control Area. The process that the neighboring Control Area utilizes in its resource adequacy study to meet its resource adequacy criterion will be utilized to add capacity to that Control Area. In filing the Installed Capacity Requirement values pursuant to Section III.12.3, the ISO will provide citations to any resource adequacy studies relied upon for these purposes. If, as a result of the capacity addition, the system is surplus of capacity, then the methodology in Section III.12.9.2.5(d) shall be used to remove the surplus capacity.

D. Removing capacity from neighboring Control Areas when the neighboring Control Area is surplus of capacity.

In modeling neighboring Control Areas as part of the interconnected system, if the neighboring Control Area is surplus of capacity to meet the 0.1 days per year LOLE, the surplus capacity will be removed from the neighboring Control Area's sub-areas as follows. Resources will be removed from sub-areas with capacity surplus based on the ratio of capacity surplus in the sub-area to the total capacity surplus in the surplus sub-areas. The amount of capacity surplus for a sub-area is the amount of the installed capacity in the sub-area above its 50/50 peak load forecast. For a sub-area that has a minimum locational resource requirement above its 50/50 peak load forecast, the amount of capacity surplus is the amount of the installed capacity in the sub-area above its minimum locational resource requirement. Notwithstanding the foregoing, if removing resources from a sub-area will exacerbate a binding transmission constraint, then capacity will not be

removed from that sub-area and will instead be removed from the remaining sub-areas using the same ratio of capacity surplus in the sub-area to the total capacity surplus in the those remaining surplus sub-areas. If there are no modeled internal transmission constraints in the neighboring Control Area, then the surplus capacity will be removed from the entire Control Area.

- E. Maintaining the neighboring Control Area’s locational resource requirements.** In modeling a neighboring Control Area with internal transmission constraints, all minimum locational resource requirements in the Control Area’s sub-areas as established by the neighboring Control Area’s installed capacity requirement calculations shall be observed.

III.12.9.3. Calculating Total Tie Benefits.

The total tie benefits with all qualifying directly interconnected neighboring Control Areas shall be calculated by comparing the interconnection state of the New England system with all interconnections to neighboring Control Areas connected with the interconnection state of the New England system with all interconnections with neighboring Control Areas disconnected. To calculate total tie benefits:

- A.** The New England system shall be interconnected with all directly interconnected neighboring Control Areas and the New England Control Area, and each neighboring Control Area shall be brought to 0.1 days per year LOLE simultaneously by adjusting the capacity of each Control Area, utilizing the methods for adding or removing capacity in Section III.12.9.2.5.
- B.** Once the interconnected system is brought to 0.1 days per year LOLE, the LOLE of the New England Control Area shall be calculated a second time, with the New England system isolated from the rest of the interconnected system that was brought to 0.1 days per year LOLE.
- C.** Total tie benefits shall be the sum of the amounts of firm capacity that needs to be added to the isolated New England Control Area at the point at which each interconnection with neighboring Control Areas interconnects in New England to bring the New England LOLE back to 0.1 days per year. This value is subject to adjustment in accordance with Section III.12.9.6.

III.12.9.4. Calculating Each Control Area’s Tie Benefits.

III.12.9.4.1. Initial Calculation of a Control Area’s Tie Benefits.

Tie benefits from each neighboring Control Area shall be determined by calculating the tie benefits for every possible interconnection state that has an impact on the tie benefit value between the New England

system and the target neighboring Control Area. If two or more interconnections between New England and the target neighboring Control Area exist, then all interconnections grouped together will be used to represent the state of interconnection between New England and the target neighboring Control Area. The tie benefits from the target neighboring Control Area shall be equal to the simple average of the tie benefits calculated from all possible interconnection states, subject to adjustment in accordance with Section III.12.9.4.2.

III.12.9.4.2. Pro Ration Based on Total Tie Benefits.

If the sum of the individual Control Area tie benefits calculated in accordance with Section III.12.9.4.1 is different than the total tie benefits from all Control Areas calculated in accordance with Section III.12.9.3, then each Control Area's tie benefits shall be increased or decreased based on the ratio of the individual Control Area tie benefits to the sum of the tie benefits for each individual Control Area, so that the sum of each Control Area's tie benefits, after the pro-ration, is equal to the total tie benefits calculated in accordance with Section III.12.9.3. The pro-rated Control Area tie benefits are subject to further adjustment in accordance with Section III.12.9.6.

III.12.9.5. Calculating Tie Benefits for Individual Ties.

Tie benefits shall be calculated for an individual interconnection or group of interconnections to the extent that a discrete and material transfer capability can be identified for the interconnection or group of interconnections. All interconnections or groups of interconnections shall have equal rights in calculating individual tie benefits, with no grandfathering or incremental tie capability treatment.

For purposes of calculating tie benefits, a group of interconnections refers to two or more AC lines that operate in parallel to form a transmission interface in which there are significant overlapping contributions of each line toward establishing the transfer limit, such that the individual lines in a group of interconnections cannot be assigned individual contributions.

III.12.9.5.1. Initial Calculation of Tie Benefits for an Individual Interconnection or Group of Interconnections.

Tie benefits for an individual interconnection or group of interconnections shall be calculated by calculating tie benefits for each possible interconnection state between the New England system and the individual interconnection or group of interconnections. The tie benefits from that interconnection or group of interconnections shall be equal to the simple average of the tie benefits calculated from all possible interconnection states, subject to adjustment in accordance with Section III.12.9.5.2.

III.12.9.5.2. Pro Ration Based on Total Tie Benefits.

If the sum of the individual interconnection's or group of interconnection's tie benefits calculated in accordance with Section III.12.9.5.1 is different than the associated Control Area's tie benefits calculated in accordance with Section III.12.9.4, then the tie benefits of the individual interconnection or group of interconnections shall be adjusted based on the ratio of the tie benefits of the individual interconnection or group of interconnections to the sum of the tie benefits for each interconnection or group of interconnections in that Control Area, so that the sum of the tie benefits for each interconnection or group of interconnections in the Control Area, after the pro-ration, is equal to the total tie benefits for the Control Area calculated in accordance with Section III.12.9.4. The pro-rated tie benefits for each interconnection or group of interconnections is subject to further adjustment in accordance with Section III.12.9.6.

III.12.9.6. Accounting for Capacity Imports and Changes in External Transmission Facility Import Capability.

III.12.9.6.1. Accounting for Capacity Imports.

In the initial tie benefits calculations, capacity imports are modeled as internal resources in New England, and the import capability of the interconnections with neighboring Control Areas is not reduced to reflect the impact of capacity imports. After the initial tie benefits calculations, total tie benefits, tie benefits for each Control Area, and tie benefits from each individual interconnection or group of interconnections shall be adjusted to account for capacity imports using the methodology contained in this Section III.12.9.6.1. For the Forward Capacity Auction and third annual reconfiguration auction, this adjustment shall be applied to the tie benefit values calculated in accordance with Sections III.12.9.3, III.12.9.4 and III.12.9.5 respectively. For the first and second annual reconfiguration auctions, this adjustment shall be applied to the tie benefits values calculated for the Forward Capacity Auction.

- A.** Capacity imports shall be deducted from the import capability of each individual interconnection or group of interconnections to determine the available import capability of the interconnection or group of interconnections prior to accounting for tie benefits from those interconnections. The transfer capability of an interconnection or group of interconnections shall be determined using the procedures in Section III.12.9.2.4.A.
- B.** If the tie benefits value of an individual interconnection or group of interconnections, as determined in accordance with Section III.12.9.5, is greater than the remaining transmission import capability of the interconnection or group of interconnections after accounting for

- capacity imports, the tie benefit value of the individual interconnection or group of interconnections shall be equal to the remaining transmission import capability (taking into account any further adjustments to transmission import capability in accordance with Section III.12.9.6.2). If the tie benefits value of an individual interconnection or group of interconnections is not greater than the remaining transmission import capability after accounting for capacity imports, then the tie benefit value of the individual interconnection or group of interconnections shall be equal to the value determined in accordance with Section III.12.9.5 (taking into account any further adjustments to transmission import capability in accordance with Section III.12.9.6.2).
- C. The tie benefits for each Control Area shall be the sum of the tie benefits from the individual interconnections or groups of interconnections with that Control Area, after accounting for any adjustment for capacity imports and any further adjustments to transmission import capability in accordance with Section III.12.9.6.2.
 - D. The total tie benefits from all qualifying neighboring Control Areas shall be the sum of the Control Area tie benefits, after accounting for any adjustment for capacity imports and any further adjustments to transmission import capability in accordance with Section III.12.9.6.2.
 - E. For purposes of determining the adjustment to tie benefits to account for capacity imports under this Section III.12.9.6.1, the capacity imports applicable for determining tie benefits for the Forward Capacity Auction shall be the Qualified Existing Import Capacity Resources for the relevant Capacity Commitment Period, and the capacity imports applicable for determining tie benefits for the annual reconfiguration auctions are those Import Capacity Resources that hold Capacity Supply Obligations for the relevant Capacity Commitment Period as of the time the tie benefits calculation is being performed for the annual reconfiguration auction.

III.12.9.6.2. Changes in the Import Capability of Interconnections with Neighboring Control Areas.

For purposes of calculating tie benefits for the Forward Capacity Auction and third annual reconfiguration auction, the most recent import capability values for an interconnection or group of interconnections with a neighboring Control Area shall be reflected in the modeling of system conditions for the tie benefits calculation. In addition, for the first and second annual reconfiguration auctions, any changes to the import capability of an interconnection or group of interconnections with a neighboring Control Area shall be reflected in the adjustment to tie benefits to account for capacity imports under Section III.12.9.6.1.

III.12.9.7 Tie Benefits Over the HQ Phase I/II HVDC-TF.

The tie benefits from the Quebec Control Area over the HQ Phase I/II HVDC-TF calculated in accordance with Section III.12.9.1 shall be allocated to the Interconnection Rights Holders or their designees in proportion to their respective percentage shares of the HQ Phase I and the HQ Phase II facilities, in accordance with Section I of the Transmission, Markets and Services Tariff.

III.12.10 Calculating the Maximum Amount of Import Capacity Resources that May be Cleared Over External Interfaces in the Forward Capacity Auction and Reconfiguration Auctions.

For external interfaces, Import Capacity Resources shall be allowed in the Forward Capacity Auction and reconfiguration auctions up to the interface limit minus the tie benefits, calculated pursuant to Section III.12.9.1 or 12.9.2 over the applicable interface.

SECTION III

MARKET RULE 1

STANDARD MARKET DESIGN

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III.13. Forward Capacity Market.

The ISO shall administer a forward market for capacity (“Forward Capacity Market”) in accordance with the provisions of this Section III.13. For each one-year period from June 1 through May 31, starting with the period June 1, 2010 to May 31, 2011, for which Capacity Supply Obligations are assumed and payments are made in the Forward Capacity Market (“Capacity Commitment Period”), the ISO shall conduct a descending clock auction (“Forward Capacity Auction”) in accordance with the provisions of Section III.13.2 to procure the amount of capacity needed in the New England Control Area and in each modeled Capacity Zone during the Capacity Commitment Period, as determined in accordance with the provisions of Section III.12. To be eligible to assume a Capacity Supply Obligation for a Capacity Commitment Period through the Forward Capacity Auction, a resource must be accepted in the Forward Capacity Auction qualification process in accordance with the provisions of Section III.13.1. A Capacity Supply Obligation is an obligation to provide capacity from a resource, or a portion thereof, that is acquired through a Forward Capacity Auction in accordance with Section III.13.2, a reconfiguration auction in accordance with Section III.13.4, or a Capacity Supply Obligation Bilateral in accordance with Section III.13.5.

III.13.1. Forward Capacity Auction Qualification.

Each resource, or portion thereof, must qualify as a New Generating Capacity Resource (Section III.13.1.1), an Existing Generating Capacity Resource (Section III.13.1.2), a New Import Capacity Resource or Existing Import Capacity Resource (Section III.13.1.3), or a New Demand Resource or Existing Demand Resource (Section III.13.1.4). Each resource must be at least 100 kW in size to participate in the Forward Capacity Auction, except for resources registered with the ISO prior to the earliest date that any portion of this Section III.13 becomes effective. An offer may be composed of separate resources, pursuant to the provisions of Section III.13.1.5. Pursuant to the provisions of this Section III.13.1, the ISO shall determine a summer Qualified Capacity and a winter Qualified Capacity for each resource, and an FCA Qualified Capacity for each Existing Generating Capacity Resource, Existing Import Capacity Resource, Existing Demand Resource, New Generating Capacity Resource, New Import Capacity Resource, and New Demand Resource. A Generating Capacity Resource and a Demand Resource may not both participate in the Forward Capacity Market if located at the same Retail Delivery Point, unless the Generating Capacity Resource is separately metered and its output is added to the metered load as measured at the Retail Delivery Point.

All Project Sponsors must be Market Participants no later than 30 days prior to the deadline for submitting the FCM Deposit.

III.13.1.1. New Generating Capacity Resources.

To participate in a Forward Capacity Auction as a New Generating Capacity Resource, a resource or proposed resource must meet the requirements of this Section III.13.1.1.

III.13.1.1.1. Definition of New Generating Capacity Resource.

A resource or a portion of a resource that is not a New Import Capacity Resource or Existing Import Capacity Resource (as defined in Section III.13.1.3), or a New Demand Resource or Existing Demand Resource (as discussed in Section III.13.1.4) shall be considered a New Generating Capacity Resource for participation in a Forward Capacity Auction if either: (i) the resource has never previously been counted

as a capacity resource as described in Section III.13.1.1.1.1; or (ii) the resource, or a portion thereof, meets one of the criteria in Section III.13.1.1.1.2.

III.13.1.1.1.1. Resources Never Previously Counted as Capacity.

(a) A resource, or a portion thereof, will be considered to have never been counted as a capacity resource if it has not cleared in any previous Forward Capacity Auction.

(b) [Reserved.]

(c) Where a New Capacity Generating Resource was accepted for participation in the qualification process for a previous Forward Capacity Auction, but cleared less than its summer Qualified Capacity in that previous Forward Capacity Auction and is having its critical path schedule monitored by the ISO in accordance with Section III.13.3, the portion of the resource that did not clear in the previous Forward Capacity Auction shall be a New Generating Capacity Resource in the subsequent Forward Capacity Auction. Such a New Generating Capacity Resource must satisfy all of the qualification process requirements applicable to a New Generating Capacity Resource as described in Section III.13.1.1.2, except that the Project Sponsor is not required to resubmit documentation demonstrating site control (Section III.13.1.1.2.2.1) or to resubmit a critical path schedule (Section III.13.1.1.2.2.2) or to provide a new Qualification Process Cost Reimbursement Deposit (Section III.13.1.1.2.1(e)).

III.13.1.1.1.2. Resources Previously Counted as Capacity.

A resource that has previously been counted as a capacity resource, including a deactivated or retired capacity resource, may elect to participate in the Forward Capacity Auction as a New Generating Capacity Resource, as described in this Section III.13.1.1.1.2. The incremental expenditure required to reactivate a resource that previously has been deactivated or retired pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions) may be included in the calculation of the dollar per kilowatt thresholds in this Section III.13.1.1.1.2. A resource accepted for participation in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to this Section III.13.1.1.1.2 shall participate in the Forward Capacity Auction pursuant to Section III.13.2.3.2(e). A resource shall be accepted for participation as a new resource if it complies with one of the following three subsections:

(a) Where investment in the resource will result, by the commencement of the Capacity Commitment Period, in an increase in output by an amount exceeding the greater of: (i) 20 percent of the summer

Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction; or (ii) 40 MW above the summer Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction, the whole resource shall participate in the Forward Capacity Auction as a New Generating Capacity Resource; or

(b) Where investment in the resource subsequent to January 1, 2007 and prior to the conclusion of the first Capacity Commitment Period associated with the Capacity Supply Obligation for which treatment as a new resource may be applied, for the purposes of re-powering will be equal to or greater than \$200 per kilowatt of the whole resource's summer Qualified Capacity after re-powering, the owner of the resource may elect that the whole resource participate in the Forward Capacity Auction as a New Generating Capacity Resource. The \$200 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent Handy-Whitman Index of Public Utility Construction Costs; or

(c) Where investment in the resource subsequent to January 1, 2007 and prior to the conclusion of the first Capacity Commitment Period associated with the Capacity Supply Obligation for which treatment as a new resource may be applied, for the purpose of compliance with environmental regulations or permits will be equal to or greater than \$100 per kilowatt of the whole resource's summer Qualified Capacity after the investment, the owner of the resource may elect that the whole resource participate in the Forward Capacity Auction as a New Generating Capacity Resource. The \$100 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent Handy-Whitman Index of Public Utility Construction Costs.

III.13.1.1.1.3. Incremental Capacity of Resources Previously Counted as Capacity.

The owner of a resource previously counted as a capacity resource may elect to have the incremental amount of capacity above the summer Qualified Capacity of the resource at the time of the qualification process participate in the Forward Capacity Auction as a New Generating Capacity Resource, where investment in the resource:

(a) will result, by the start of the Capacity Commitment Period, in an increase in output greater than 2 percent of the summer Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction, but less than or equal to the greater of: (i) 20 percent of the summer Qualified Capacity of the resource at the time of the qualification process for the Forward Capacity Auction; or (ii) 40 MW; and

(b) will be equal to or greater than \$200 per kilowatt of the amount of the increase in summer Qualified Capacity resulting from the investment. The \$200 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent Handy-Whitman Index of Public Utility Construction Costs. These investment costs may include the costs associated with reactivating a resource that was previously deactivated pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions) and in which investment in the resource was undertaken prior to reactivation. If the incremental amount of capacity seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to this Section does not cause the resource to exceed the megawatt amount approved in the resource's Interconnection Agreement, the Project Sponsor must submit a New Capacity Qualification Package but is not required to submit a New Capacity Show of Interest Form for the incremental amount by the New Capacity Qualification Deadline. If the incremental amount of capacity seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to this Section III.13.1.1.3 causes the resource to exceed the megawatt amount approved in the resource's Interconnection Agreement or MW amount approved pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), the Project Sponsor must submit a New Capacity Show of Interest Form pursuant to Section III.13.1.1.2.1 and a New Capacity Qualification Package pursuant to Section III.13.1.1.2 for the incremental amount.

III.13.1.1.1.4. De-rated Capacity of Resources Previously Counted as Capacity.

For purposes of the Forward Capacity Market, de-rated capacity of a resource shall be measured by the difference between the summer Qualified Capacity prior to the de-rating of the resource and the most recent summer demonstration of Seasonal Claimed Capability of a resource, as of the fifth Business Day of October. The owner of a resource previously counted as a capacity resource that has been de-rated by at least 2 percent of its summer Qualified Capacity (as an Existing Generating Capacity Resource) but by no more than the lesser of 20 percent of its summer Qualified Capacity (as an Existing Generating Capacity Resource) or 40 MW for three or more years at the time of the Forward Capacity Auction may elect to have the incremental amount of capacity above the capacity level established while de-rated treated as a New Generating Capacity Resource if it demonstrates that it will be reestablished prior to the start of the Capacity Commitment Period and that the investment in the resource for such purposes shall be equal to or greater than \$200 per kilowatt of the amount of the increase in summer Qualified Capacity resulting from the investment. The Project Sponsor must submit a New Capacity Show of Interest Form pursuant to Section III.13.1.1.2.1 and a New Capacity Qualification Package pursuant to Section III.13.1.1.2.2 for the incremental amount of capacity for the relevant Forward Capacity Auction. The \$200 threshold (in base year 2008 dollars) shall be adjusted annually in accordance with the most recent

Handy-Whitman Index of Public Utility Construction Costs. The owner of a resource seeking to have the incremental amount of capacity counted as a New Generating Capacity Resource as provided in this Section, must demonstrate based on historical data that the resource previously operated at a level at least 2 percent above the de-rated amount.

III.13.1.1.1.5. Treatment of Resources that are Partially New and Partially Existing.

For purposes of this Section III.13.1, where only a portion of a single resource is treated as a New Generating Capacity Resource, either as a result of partial clearing in a previous Forward Capacity Auction or pursuant to Section III.13.1.1.1.3 or Section III.13.1.1.1.4, then except as otherwise indicated in this Section III.13.1, that portion of the resource shall be treated as a New Generating Capacity Resource, and the remainder of the resource shall be treated as an Existing Generating Capacity Resource.

III.13.1.1.1.6. Treatment of Deactivated and Retired Units.

(a) [Reserved.]

(b) A resource that previously has been deactivated or retired pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), as applicable, that submits to the ISO a reactivation plan demonstrating that the resource shall return to Commercial Operation shall, subject to ISO review and acceptance of that reactivation plan, be treated as an Existing Generating Capacity Resource unless that resource satisfies the criteria under Section III.13.1.1.1.2 as a New Generating Capacity Resource. Such reactivation plans must be received by the ISO no later than 10 Business Days before the Existing Capacity Qualification Deadline. A resource that previously has been deactivated or retired pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), as applicable, that submits to the ISO a reactivation plan demonstrating that the resource shall return to Commercial Operation and having a material modification as described in Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions), as applicable, shall be subject to Section III.13.1.1.2.3 (Initial Interconnection Analysis).

III.13.1.1.1.7 Renewable Technology Resources.

To participate in the Forward Capacity Market as a Renewable Technology Resource, a Generating Capacity Resource or an On-Peak Demand Resource (including every asset that is part of the On-Peak Demand Resource) must satisfy the following requirements:

- (a) receive an out-of-market revenue source supported by a state- or federally-regulated rate, charge or other regulated cost recovery mechanism;
- (b) qualify as a renewable or alternative energy generating resource under any New England state's mandated (either by statute or regulation) renewable or alternative energy portfolio standards as in effect on January 1, 2014, or, in states without a standard, qualify under that state's renewable energy goals as a renewable resource (either by statute or regulation) as in effect on January 1, 2014. The resource must qualify as a renewable or alternative energy generating resource in the state in which it is geographically located;
- (c) participate in a Forward Capacity Auction for a Capacity Commitment Period beginning on or after June 1, 2018 as a New Generating Capacity Resource or New Demand Resource pursuant to Section III.13.1.1, and;
- (d) has been designated for treatment as a Renewable Technology Resource pursuant to Section III.13.1.1.2.9.

An Export De-List Bid or Administrative Export De-List Bid may not be submitted for Generating Capacity Resources that assumed a Capacity Supply Obligation by participating in a Forward Capacity Auction as a Renewable Technology Resource.

III.13.1.1.2. Qualification Process for New Generating Capacity Resources.

For a resource to qualify as a New Generating Capacity Resource, the resource's Project Sponsor must make two separate submissions to the ISO: First, the Project Sponsor must submit a New Capacity Show of Interest Form during the New Capacity Show of Interest Submission Window. Second, the Project Sponsor must submit a New Capacity Qualification Package no later than the New Capacity Qualification Deadline. Each of these submissions is described in more detail in this Section III.13.1.1.2. The Project Sponsor must also submit to the ISO, or in the case of an Import Capacity Resource seeking to qualify with an Elective Transmission Upgrade be associated with, an Interconnection Request under Schedules 22, 23 or 25 of Section II of the Transmission, Markets and Services Tariff prior to submitting a New Capacity Show of Interest Form during the New Capacity Show of Interest Submission Window. Both the New Capacity Show of Interest Form and the New Capacity Qualification Package are required regardless of the status of the project under the interconnection procedures described in Schedules 22, 23 and 25 of Section II of the Transmission, Markets and Services Tariff. Neither the New Capacity Show

of Interest Form nor the New Capacity Qualification Package constitutes an Interconnection Request. A Project Sponsor may withdraw from the qualification process at any time prior to three Business Days before the submission of the FCM Deposit pursuant to Section III.13.1.9.1 by providing written notification of such withdrawal to the ISO. Any withdrawal, whether pursuant to this provision or as determined by the ISO (for example as described in Section III.13.1.1.2.1 or Section III.13.1.9.3), shall be irrevocable. The Project Sponsor of a withdrawn application is subject to reconciliation of its Qualification Process Cost Reimbursement Deposit described in Section III.13.1.9.3. None of the provisions of this Section III.13.1, including the initial interconnection analysis and the analysis of overlapping interconnection impacts, supersedes, replaces, or satisfies any of the requirements of Schedules 22, 23 and 25 of Section II of the Transmission, Markets and Services Tariff, except as specifically provided thereunder. Determinations by the ISO pursuant to this Section III.13.1.1.2, including the initial interconnection analysis and the analysis of overlapping interconnection impacts, are for purposes of qualification for participation in the Forward Capacity Auction only, and do not constitute a right or approval to interconnect, and do not guarantee the ability to interconnect.

III.13.1.1.2.1. New Capacity Show of Interest Form.

Except as otherwise provided in this Section III.13.1.1.2.1, for each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource, the Project Sponsor must submit to the ISO a New Capacity Show of Interest Form as described in this Section III.13.1.1.2.1 during the New Capacity Show of Interest Submission Window. After submission of a New Capacity Show of Interest Form, Material Modification (as defined in Section 4.4 of Schedule 22, Section 1.5 of Schedule 23, or Section 4.4 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff) may not be made to the information contained therein or the New Capacity Show of Interest Form shall be considered withdrawn. No change that may result in a reduction in capacity may be made to a project described in a New Capacity Show of Interest Form or New Capacity Qualification Package between the date that is 150 days before the start of the Forward Capacity Auction and the deadline for qualification determination notifications described in Section III.13.1.1.2.8.

(a) A completed New Capacity Show of Interest Form shall include the following information, to the extent the information is not already provided under an active Interconnection Request under Schedules 22, 23 and 25 of Section II of the Transmission, Markets and Services Tariff, and other such information necessary to evaluate a project: the project name; the Project Sponsor's contact information; the Project Sponsor's ISO customer status; the project's expected Commercial Operation date; the project address or location, and if relevant, asset identification number; the status of the project under the interconnection

procedures described in Schedules 22, 23 and 25 of Section II of the Transmission, Markets and Services Tariff; whether the resource has ever previously had a Capacity Supply Obligation or previously received payment as a capacity resource pursuant to the market rules in effect prior to June 1, 2010; the capacity (in MW) of the New Generating Capacity Resource; the Economic Minimum Limit (in MW) of the New Generating Capacity Resource; a general description of the project's equipment configuration, including a description of the resource type (such as those listed in the table in Section III.A.21 or some other type); a simple location plan and a one-line diagram of the plant and station facilities, including any known transmission facilities; the location of the proposed interconnection; and other specific project data as set forth in the New Capacity Show of Interest Form. The ISO may waive the submission of any information not required for evaluation of a project. A completed New Capacity Show of Interest Form shall also specify the Queue Position associated with the project pursuant to Section 4.1 of Schedule 22, Section 1.5 of Schedule 23 or Section 4.1 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff. In the case of a resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource that is supported by an Internal Elective Transmission Upgrade, all Queue Positions associated with the project must be submitted in the New Capacity Show of Interest Form. Submittal of the Interconnection Request may take place prior to the qualification process described here, but no later than the date on which the New Capacity Show of Interest Form is submitted to the ISO; however, the Interconnection Customer Interconnection Request must still be active and consistent with the project described in the New Capacity Show of Interest Form as well as the New Capacity Qualification Package to be submitted as described in Section III.13.1.1.2.2.

(b) The Project Sponsor must submit with the New Capacity Show of Interest Form, documentation demonstrating that the Project Sponsor has already achieved control of the project site for the duration of the relevant Capacity Commitment Period pursuant to III.13.1.1.2.2.1.

(c) In the New Capacity Show of Interest Form, the Project Sponsor must indicate if the New Generating Capacity Resource is incremental capacity associated with a resource that previously had a Capacity Supply Obligation or previously received payment as a capacity resource pursuant to the market rules in effect prior to June 1, 2010 as discussed in Section III.13.1.1.1.3, or if the New Generating Capacity Resource is incremental capacity associated with a resource previously listed as a capacity resource that has been de-rated for three or more years at the time of the Forward Capacity Auction, as discussed in Section III.13.1.1.1.4.

(d) [Reserved.]

(e) With the New Capacity Show of Interest Form, the Project Sponsor must submit the Qualification Process Cost Reimbursement Deposit, as described in Section III.13.1.9.3.

III.13.1.1.2.2. New Capacity Qualification Package.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource, the Project Sponsor must submit a New Capacity Qualification Package no later than the New Capacity Qualification Deadline, described in Section III.13.1.10. Except as otherwise provided in this Section III.13.1, the New Capacity Qualification Package shall conform to the requirements of this Section III.13.1.1.2.2. The ISO may waive the submission of any information not required for evaluation of a project. No change that may result in a reduction in capacity may be made to a project described in a New Capacity Show of Interest Form or New Capacity Qualification Package between the date that is 150 days before the start of the Forward Capacity Auction and the deadline for qualification determination notifications described in Section III.13.1.1.2.8.

III.13.1.1.2.2.1. Site Control.

For all Forward Capacity Auctions and reconfiguration auctions, the Project Sponsor must achieve, prior to the close of the New Capacity Show of Interest Submission Window, control of the project site for the duration of the relevant Capacity Commitment Period, which shall be as defined in Section 4.1 of Schedule 22, Section 1.5 of Schedule 23 or Section 4.1 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff.

III.13.1.1.2.2.2. Critical Path Schedule.

In the New Capacity Qualification Package, the Project Sponsor must provide a critical path schedule for the project with sufficient detail to allow the ISO to evaluate the feasibility of the project being built and the feasibility that the project will meet the requirement that the project achieve Commercial Operation as qualified no later than the start of the relevant Capacity Commitment Period. The critical path schedule shall include, at a minimum, the dates on which the following milestones have or are expected to occur:

(a) **Major Permits.** In the New Capacity Qualification Package, the Project Sponsor must list all major permits required for the project, and for each major permit, the Project Sponsor must list the agency requiring the permit, the date on which application for the permit is expected to be made, and the expected date of approval. Major permits shall include, but are not limited to: (i) all federal and state permits; and (ii) local, regional, and town permits. The permitting and installation process associated

with any major ancillary infrastructure (such as new gas pipelines, new water supply systems, or large storage tanks) should be included in this portion of the New Capacity Qualification Package.

(b) **Project Financing Closing.** In the New Capacity Qualification Package, the Project Sponsor shall provide (i) the estimated dollar amount of required project financing; (ii) the expected sources of that financing; and (iii) the expected closing date(s) for the project financing.

(c) **Major Equipment Orders.** In the New Capacity Qualification Package, the Project Sponsor must provide a list of all of the major components necessary for the project, and the date or dates on which all major components necessary for the project have been or are expected to be ordered. Although the specific technology will determine the list of major components to be included, the list shall include, to the extent applicable: (i) electric generators which may include equipment such as fuel cells or solar photovoltaic equipment; (ii) turbines; (iii) step-up transformers; (iv) relay panels (v) distributed control systems; and (vi) any other single piece of equipment or system such as a cooling water system, steam generation, steam handling system, water treatment system, fuel handling system or emissions control system that is not included as a sub-component of other equipment listed in this Section III.13.1.1.2.2(d) and that accounts for more than five percent of the total project cost. For an Import Capacity Resource associated with an Elective Transmission Upgrade that has not yet achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff, major components shall also include, to the extent applicable, transmission facilities and associated substation equipment.

(d) **Substantial Site Construction.** In the New Capacity Qualification Package, the Project Sponsor must provide the approximate date on which the amount of money expended on construction activities occurring on the project site is expected to exceed 20 percent of construction financing costs.

(e) **Major Equipment Delivery.** In the New Capacity Qualification Package, the Project Sponsor must provide the dates on which the major equipment described in subsection (d) above has been or is scheduled to be delivered to the project site.

(f) **Major Equipment Testing.** In the New Capacity Qualification Package, the Project Sponsor must provide the date or dates on which each piece of major equipment described in subsection (d) above is scheduled to undergo testing, including major systems testing, as appropriate for the specific technology to establish its suitability to allow, in conjunction with other major equipment, subsequent Commercial Operation of the project in accordance with the design capacity of the resource and in

accordance with Good Utility Practice. The test(s) shall include those conducted at the point at which the operation of the major equipment will be determined to be in compliance with the requirements of the engineering or purchase specifications.

(g) **Commissioning.** In the New Capacity Qualification Package, the Project Sponsor must provide the date on which the project is expected to have demonstrated the level of performance specified in the New Capacity Show of Interest Form and in the New Capacity Qualification Package.

(h) **Commercial Operation.** In the New Capacity Qualification Package, the Project Sponsor must provide the date by which the project is expected to achieve Commercial Operation. This date must be no later than the start of the Capacity Commitment Period associated with the Forward Capacity Auction.

III.13.1.1.2.2.3. Offer Information.

(a) All New Generating Capacity Resources that might submit offers in the Forward Capacity Auction at prices below the relevant Offer Review Trigger Price must include in the New Capacity Qualification Package the lowest price at which the resource requests to offer capacity in the Forward Capacity Auction and supporting documentation justifying that price as competitive in light of the resource's costs (as described in Section III.A.21). This price is subject to review by the Internal Market Monitor pursuant to Section III.A.21.2 and must include the additional documentation described in that Section.

(b) The Project Sponsor for a New Generating Capacity Resource must indicate in the New Capacity Qualification Package if an offer from the New Generating Capacity Resource may be rationed. A Project Sponsor may specify a single MW quantity at or above the Economic Minimum Limit to which offers may be rationed. Without such indication, offers will only be accepted or rejected in whole. This rationing election shall apply for the entire Forward Capacity Auction.

(c) By submitting a New Capacity Qualification Package, the Project Sponsor certifies that an offer from the New Generating Capacity Resource will not include any anticipated revenues the resource is expected to receive for its capacity cost as a Qualified Generator Reactive Resource pursuant to Schedule 2 of Section II of the Transmission, Markets and Services Tariff.

III.13.1.1.2.2.4. Capacity Commitment Period Election.

In the New Capacity Qualification Package, the Project Sponsor must specify whether, if its New Capacity Offer clears in the Forward Capacity Auction, the associated Capacity Supply Obligation and Capacity Clearing Price (indexed for inflation) shall continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, for up to six additional and consecutive Capacity Commitment Periods, in whole Capacity Commitment Period increments only. If no such election is made in the New Capacity Qualification Package, the Capacity Supply Obligation and Capacity Clearing Price associated with the New Capacity Offer shall apply only for the Capacity Commitment Period associated with the Forward Capacity Auction in which the New Capacity Offer clears. If a New Capacity Offer clears in the Forward Capacity Auction, the capacity associated with the resulting Capacity Supply Obligation may not be subject to any type of de-list or export bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply pursuant to this Section III.13.1.1.2.2.4.

III.13.1.1.2.2.5. Additional Requirements for Resources Previously Counted As Capacity.

In addition to the information described elsewhere in this Section III.13.1.1.2.2:

- (a) For each resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2 (re-powering), Section III.13.1.1.1.3 (incremental capacity), or Section III.13.1.1.1.4 (de-rated capacity), the Project Sponsor must include in the New Capacity Qualification Package documentation of the costs associated with the project in sufficient detail to allow the ISO to determine that the relevant cost threshold (described in Sections III.13.1.1.1.2(b), III.13.1.1.1.3(b), and III.13.1.1.1.4) will be met.
- (b) For each resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2(c) (environmental compliance), the Project Sponsor must include in the New Capacity Qualification Package: (i) a detailed description of the specific regulations that it is seeking to comply with and the permits that it must obtain; and (ii) documentation of the costs associated with the project in sufficient detail to allow the ISO to determine that the relevant cost threshold (described in Section III.13.1.1.1.2(c)) will be met.
- (c) For each resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Sections III.13.1.1.1.2, III.13.1.1.1.3, or III.13.1.1.1.4, the Project Sponsor must include in the New Capacity Qualification Package detailed information showing how and when the

resource will shed its Capacity Supply Obligation to accommodate necessary work on the facility, if necessary. The Project Sponsor must also include the shedding of its Capacity Supply Obligation as an additional milestone in the critical path schedule described in Section III.13.1.1.2.2.2.

III.13.1.1.2.2.6. Additional Requirements for New Generating Capacity Resources that are Intermittent Power Resources and Intermittent Settlement Only Resources.

In addition to the information described elsewhere in this Section III.13.1.1.2.2, for each Intermittent Power Resource and Intermittent Settlement Only Resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Generating Capacity Resource, the Project Sponsor must include in the New Capacity Qualification Package:

- (a) a claimed summer Qualified Capacity and a claimed winter Qualified Capacity based on the data described in Section III.13.1.1.2.2.6(b);
- (b) measured and recorded site-specific summer and winter data relevant to the expected performance of the Intermittent Power Resource and Intermittent Settlement Only Resource (including wind speed data for wind resources, water flow data for run-of-river hydropower resources, and irradiance data for solar resources) that, with the other information provided in the New Capacity Qualification Package, will enable the ISO to confirm the summer and winter Qualified Capacity that the Project Sponsor claims for the Intermittent Power Resource or the Intermittent Settlement Only Resource.

III.13.1.1.2.3. Initial Interconnection Analysis.

(a) For each New Generating Capacity Resource, the ISO shall perform an initial interconnection analysis, including an analysis of overlapping interconnection impacts, based on the information provided in the New Capacity Show of Interest Form and shall determine the amount of capacity that the resource could provide by the start of the associated Capacity Commitment Period. The initial interconnection analysis shall be performed consistent with the criteria and conditions described in ISO New England Planning Procedures, and will include, but will not be limited to, a power flow analysis and a short circuit analysis. No initial interconnection analysis is required where the total requested Qualified Capacity of a New Generating Capacity Resource pursuant to Sections III.13.1.1.2, III.13.1.1.3, III.13.1.1.4, or III.13.1.1.6 can be realized without a Material Modification (as defined in Section 4.4 of Schedule 22, Section 1.5 of Schedule 23 and Section 4.4 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff). The ISO will perform the initial interconnection analysis in the form of a group study that will include all the projects that have submitted a New Capacity Show of Interest Form to participate

in the same Capacity Commitment Period (as described in Section 4.1 of Schedule 22 and Section 1.5 of Schedule 23 of Section II of the Transmission, Markets and Services Tariff). Participation in an initial interconnection analysis is a requirement for obtaining Capacity Network Resource Interconnection Service or Capacity Network Import Interconnection Service in a manner that meets the Capacity Capability Interconnection Standard in accordance with the provisions in Schedules 22, 23 and 25 of Section II of the Transmission, Markets and Services Tariff.

(b) If as a result of the initial interconnection analysis, the ISO determines that the interconnection facilities and upgrades identified in the qualification process that are necessary to enable the New Generating Capacity Resource to provide the entire amount of capacity indicated in the New Capacity Show of Interest Form can not be implemented before the start of the Capacity Commitment Period, the New Generating Capacity Resource's Qualified Capacity values may be adjusted accordingly, as described in Section III.13.1.1.2.5.

(c) If as a result of the initial interconnection analysis, the ISO determines that the interconnection facilities and upgrades identified in the qualification process that are necessary to enable the New Generating Capacity Resource to provide capacity indicated in the New Capacity Show of Interest Form can not be implemented before the start of the Capacity Commitment Period and the New Generating Capacity Resource can not provide any capacity without those facilities and upgrades, the resource shall not be accepted for participation in the Forward Capacity Auction. In this case, the ISO will provide an explanation of its determination in the qualification determination notification, discussed in Section III.13.1.1.2.8.

(d) If as a result of the initial interconnection analysis, the ISO determines that the New Generating Capacity Resource can provide all or some of the capacity indicated in the New Capacity Show of Interest Form by the start of the Capacity Commitment Period, and if the New Generating Capacity Resource is accepted for participation in the Forward Capacity Auction in accordance with the other provisions and requirements of this Section III.13.1, then in the qualification determination notification, discussed in Section III.13.1.1.2.8, the ISO, after consultation with the applicable Transmission Owner(s) or Elective Transmission Upgrade Interconnection Customer as appropriate, shall include a list of the facilities that may be required to complete the interconnection and time required to construct those facilities by the start of the associated Capacity Commitment Period.

(e) Where, as a result of the initial interconnection analysis, the ISO concludes, after consultation with the Project Sponsor and the applicable Transmission Owner(s) or Elective Transmission Upgrade Interconnection Customer, as appropriate, that the capacity indicated in the New Capacity Show of Interest Form can not be interconnected by the commencement of the Capacity Commitment Period, the Forward Capacity Market qualification process for that resource shall be terminated and the ISO will notify the Project Sponsor of such termination.

(f) Where, as a result of the initial interconnection analysis, the ISO determines that because of overlapping interconnection impacts, New Generating Capacity Resources that are otherwise accepted for participation in the Forward Capacity Auction in accordance with the other provisions and requirements of this Section III.13.1 cannot provide the full amount of capacity that they each would otherwise be able to provide (in the absence of the other relevant Existing Generating Capacity Resources and New Generating Capacity Resources seeking to qualify for the Forward Capacity Auction), those New Generating Capacity Resources will be accepted for participation in the Forward Capacity Auction on the basis of their Queue Position, as described in Schedules 22, 23 and 25 of Section II of the Transmission, Markets and Services Tariff, with priority given to resources that entered the queue earlier. Resources with lower priority in the queue may be accepted partially. Starting with the fourth auction, a New Generating Capacity Resource that meets the requirements of this Section III.13.1, but that would not be accepted for participation in the Forward Capacity Auction as a result of overlapping interconnection impacts with another resource having a higher priority in the queue may be accepted for participation in the Forward Capacity Auction as a Conditional Qualified New Resource, as described in Section III.13.2.3.2(f), provided that the resource having a higher priority in the queue is not a resource offering capacity into the Forward Capacity Auction pursuant to Section III.13.2.3.2(e).

(g) New Generating Capacity Resources, or portions thereof, shall not be considered to have met their Capacity Supply Obligation for the purposes of this Forward Capacity Market and shall not receive compensation if any upgrades to be completed by the Project Sponsor required to remove overlapping interconnection impacts as identified in (f) have not been completed, including, any upgrades identified in a restudy pursuant to Section 3.2.1.3 of Schedule 22, Section 1.7.1.3 of Schedule 23, or Section 3.2.1.3 of Schedule 25 of Section II of the Transmission, Markets and Services Tariff in time for the Capacity Commitment Period unless the Capacity Supply Obligation is appropriately covered.

III.13.1.1.2.4. Evaluation of New Capacity Qualification Package.

The ISO shall review a New Generating Capacity Resource's New Capacity Qualification Package consistent with the dates set forth in Section III.13.1.10, and shall determine whether the package is complete and whether, based on the information provided, the New Generating Capacity Resource is accepted for participation in the Forward Capacity Auction. In making these determinations, the ISO may consider, but is not limited to considering, the following:

- (a) whether the New Capacity Qualification Package contains all of the elements required by this Section III.13.1.1.2;
- (b) whether the critical path schedule includes all necessary elements and is sufficiently developed;
- (c) whether the milestones in the critical path schedule are reasonable and likely to be met;
- (d) whether, in the case of a resource previously counted as a capacity resource, the requirements for treatment as a New Generating Capacity Resource are satisfied; and
- (e) whether, in the case of an Intermittent Power Resource or Intermittent Settlement Only Resource, sufficient data for confirming the resource's claimed summer and winter Qualified Capacity is provided, and whether the data provided reasonably supports the claimed summer and winter Qualified Capacity.

III.13.1.1.2.5. Qualified Capacity for New Generating Capacity Resources.

III.13.1.1.2.5.1. New Generating Capacity Resources Other Than Intermittent Power Resources and Intermittent Settlement Only Resources.

The summer Qualified Capacity and winter Qualified Capacity of a New Generating Capacity Resource that is not an Intermittent Power Resource or an Intermittent Settlement Only Resource that has cleared in the Forward Capacity Auction shall be based on the data provided to the ISO during the qualification process, subject to ISO review and verification, and possibly as modified pursuant to Section III.13.1.1.2.3(b). The FCA Qualified Capacity for such a resource shall be the lesser of the resource's summer Qualified Capacity and winter Qualified Capacity, as adjusted to account for applicable offers composed of separate resources.

III.13.1.1.2.5.2. [Reserved]

III.13.1.1.2.5.3. New Generating Capacity Resources that are Intermittent Power Resources and Intermittent Settlement Only Resources.

The summer Qualified Capacity and winter Qualified Capacity of a New Generating Capacity Resource that is an Intermittent Power Resource or an Intermittent Settlement Only Resource shall be the summer Qualified Capacity and winter Qualified Capacity claimed by the Project Sponsor pursuant to Section III.13.1.1.2.2.6, as confirmed by the ISO pursuant to Section III.13.1.1.2.4(e). The FCA Qualified Capacity for such a resource shall be equal to the resource's summer Qualified Capacity, as adjusted to account for applicable offers composed of separate resources.

III.13.1.1.2.5.4. New Generating Capacity Resources Partially Clearing in a Previous Forward Capacity Auction.

Where, as discussed in Section III.13.1.1.1(c), a New Generating Capacity Resource was accepted for participation in a previous Forward Capacity Auction, but cleared less than its summer or winter Qualified Capacity in that previous Forward Capacity Auction and is having its critical path schedule monitored by the ISO as described in Section III.13.3, its summer and winter Qualified Capacity as a New Generating Capacity Resource in the instant Forward Capacity Auction shall be the summer and winter Qualified Capacity from the previous Forward Capacity Auction minus the amount of capacity clearing from the New Generating Capacity Resource in the previous Forward Capacity Auction. The FCA Qualified Capacity for such a resource shall be the lesser of the resource's summer Qualified Capacity and winter Qualified Capacity, as adjusted to account for applicable offers composed of separate resources. The amount of capacity clearing in a Forward Capacity Auction from a New Generating Capacity Resource shall be treated as an Existing Generating Capacity Resource in subsequent Forward Capacity Auctions.

III.13.1.1.2.6. [Reserved.]

III.13.1.1.2.7. Opportunity to Consult with Project Sponsor.

In its review of a New Capacity Show of Interest Form or a New Capacity Qualification Package, the ISO may consult with the Project Sponsor to seek clarification, to gather additional necessary information, or to address questions or concerns arising from the materials submitted. At the discretion of the ISO, the ISO may consider revisions or additions to the qualification materials resulting from such consultation; provided, however, that in no case shall the ISO consider revisions or additions to the qualification materials if the ISO believes that such consideration cannot be properly accomplished within the time periods established for the qualification process. In addition, the ISO or the Project Sponsor may confer

to seek clarification, to gather additional necessary information, or to address questions or concerns prior to the ISO's final determination and notification of qualification.

III.13.1.1.2.8. Qualification Determination Notification for New Generating Capacity Resources.

No later than 127 days before the Forward Capacity Auction, the ISO shall send notification to Project Sponsors or Market Participants, as applicable, for each New Generating Capacity Resource indicating:

- (a) whether the New Generating Capacity Resource has been accepted for participation in the Forward Capacity Auction as a result of the initial interconnection analysis made pursuant to Section III.13.1.1.2.3, and if not accepted, an explanation of the reasons the New Generating Capacity Resource was not accepted in the initial interconnection analysis;
- (b) whether the New Generating Capacity Resource has been accepted for participation in the Forward Capacity Auction as a result of the New Capacity Qualification Package evaluation made pursuant to Section III.13.1.1.2.4, and if not accepted, an explanation of the reasons the New Generating Capacity Resource's New Capacity Qualification Package was not accepted;
- (c) if accepted for participation in the Forward Capacity Auction, a list of the facilities that may be required to complete the interconnection for purposes of providing capacity and time required to construct those facilities by the start of the associated Capacity Commitment Period, as discussed in Section III.13.1.1.2.3(d);
- (d) if accepted for participation in the Forward Capacity Auction, the New Generating Capacity Resource's summer Qualified Capacity and winter Qualified Capacity, as determined pursuant to Section III.13.1.1.2.5;
- (e) if accepted for participation in the Forward Capacity Auction, but subject to the provisions of Section III.13.1.1.2.3(f) (where not all New Generating Capacity Resources can be interconnected due to their combined effects on the New England Transmission System), a description of how the New Generating Capacity Resource shall participate in the Forward Capacity Auction, including, for the fourth and future auctions: (i) whether the resource shall participate as a Conditional Qualified New Resource; (ii) for the notification to a Conditional Qualified New Resource, the Queue Position of the associated resource with higher queue priority; and (iii) for the notification to a resource with higher queue priority

than a Conditional Qualified New Resource, the Queue Position of the Conditional Qualified New Resource; and

(f) if accepted for participation in the Forward Capacity Auction and requesting to submit offers at prices below the relevant Offer Review Trigger Price pursuant to Section III.13.1.1.2.2.3, the Internal Market Monitor's determination regarding whether the requested offer price is consistent with the long run average costs of that New Generating Capacity Resource.

III.13.1.1.2.9 Renewable Technology Resource Election.

A Project Sponsor or Market Participant electing Renewable Technology Resource treatment for the FCA Qualified Capacity of a New Generating Capacity Resource shall submit a Renewable Technology Resource election form no later than five Business Days after the date on which the ISO provides qualification determination notifications pursuant to Section III.13.1.1.2.8. Only the portion of the FCA Qualified Capacity of the resource that meets the requirements of Section III.13.1.1.1.7 is eligible for treatment as a Renewable Technology Resource.

Renewable Technology Resource elections may not be modified or withdrawn after the deadline for submission of the Renewable Technology Resource election form.

III.13.1.1.2.10 Determination of Renewable Technology Resource Qualified Capacity.

- (a) If the total FCA Qualified Capacity of Renewable Technology Resources exceeds the cap specified in subsections (b), (c) and (d) the qualified capacity value of each resource shall be prorated by the ratio of the cap divided by the total FCA Qualified Capacity. The ISO shall notify the Project Sponsor or Market Participant, as applicable, of the Qualified Capacity value of its resource no more than three Business Days after the deadline for submitting Renewable Technology Resource elections.
- (b) The cap for the Capacity Commitment Period beginning on June 1, 2018 is 200 MW.
- (c) The cap for the Capacity Commitment Period beginning on June 1, 2019 is 400 MW minus the amount of Capacity Supply Obligations acquired by Renewable Technology Resources that are New Generating Capacity Resources pursuant to Section III.13.2 in the prior Capacity Commitment Period.

- (d) The cap for each Capacity Commitment Period beginning on or after June 1, 2020 is 600 MW minus the amount of Capacity Supply Obligations acquired by Renewable Technology Resources that are New Generating Capacity Resources pursuant to Section III.13.2 in the prior two Capacity Commitment Periods.

III.13.1.2. Existing Generating Capacity Resources.

An Existing Generating Capacity Resource, as defined in Section III.13.1.2.1, may participate in the Forward Capacity Auction pursuant to the provisions of this Section III.13.1.2.

III.13.1.2.1. Definition of Existing Generating Capacity Resource.

Any resource that does not satisfy the criteria for participating in the Forward Capacity Auction as a New Generating Capacity Resource (Section III.13.1.1), as an Existing Import Capacity Resource or New Import Capacity Resource (Section III.13.1.3), or as a New Demand Resource or Existing Demand Resource (Section III.13.1.4) shall be an Existing Generating Capacity Resource.

III.13.1.2.2. Qualified Capacity for Existing Generating Capacity Resources.

III.13.1.2.2.1. Existing Generating Capacity Resources Other Than Intermittent Power Resources and Intermittent Settlement Only Resources.

III.13.1.2.2.1.1. Summer Qualified Capacity.

The summer Qualified Capacity of an Existing Generating Capacity Resource that is not an Intermittent Power Resource or an Intermittent Settlement Only Resource shall be equal to the median of that Existing Generating Capacity Resource's summer Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day in October of each year, with only positive summer ratings included in the median calculation. For the first Forward Capacity Auction, the summer Qualified Capacity of an Existing Generating Capacity Resource shall be equal to the median of that Existing Generating Capacity Resource's summer Seasonal Claimed Capability ratings from the most recent four years, as of the fifth Business Day in October of each year, with only positive summer ratings included in the median calculation. Where an Existing Generating Capacity Resource has fewer than five summer Seasonal Claimed Capability ratings, or in the case of the first Forward Capacity Auction, fewer than four summer Seasonal Claimed Capability ratings, then the summer Qualified Capacity for that Existing Generating Capacity Resource shall be equal to the median of all of that Existing Generating Capacity Resource's previous summer Seasonal Claimed Capability ratings, as of the fifth Business Day in October of each

year, with only positive summer ratings included in the median calculation. If for an Existing Generating Capacity Resource there are no previous positive summer Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's summer Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.1.2. Winter Qualified Capacity.

The winter Qualified Capacity of an Existing Generating Capacity Resource that is not an Intermittent Power Resource or an Intermittent Settlement Only Resource shall be equal to the median of that Existing Generating Capacity Resource's winter Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day in June of each year, with only positive winter ratings included in the median calculation. For the first Forward Capacity Auction, the winter Qualified Capacity of an Existing Generating Capacity Resource shall be equal to the median of that Existing Generating Capacity Resource's winter Seasonal Claimed Capability ratings from the most recent four years, as of the fifth Business Day in June of each year, with only positive winter ratings included in the median calculation. Where an Existing Generating Capacity Resource has fewer than five winter Seasonal Claimed Capability ratings, or in the case of the first Forward Capacity Auction, fewer than four winter Seasonal Claimed Capability ratings, then the winter Qualified Capacity for that Existing Generating Capacity Resource shall be equal to the median of all of that Existing Generating Capacity Resource's previous winter Seasonal Claimed Capability ratings, as of the fifth Business Day in June of each year, with only positive winter ratings included in the median calculation. If for an Existing Generating Capacity Resource there are no previous positive winter Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's winter Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.2. Existing Generating Capacity Resources that are Intermittent Power Resources and Intermittent Settlement Only Resources.

Intermittent Power Resources and Intermittent Settlement Only Resources are defined as wind, solar, run of river hydro and other renewable resources that do not have control over their net power output. Wind and solar resources shall be qualified as Intermittent Power Resources or Intermittent Settlement Only Resources. The summer and winter Qualified Capacity for an Existing Generating Capacity Resource that

is an Intermittent Power Resource or Intermittent Settlement Only Resource shall be calculated as follows:

III.13.1.2.2.2.1. Summer Qualified Capacity for an Intermittent Power Resource and Intermittent Settlement Only Resource.

(a) With regard to any Forward Capacity Auction, for each of the previous five summer periods, the ISO shall determine the median of the Intermittent Power Resource's and Intermittent Settlement Only Resource's net output in the Summer Intermittent Reliability Hours. If the Intermittent Power Resource or Intermittent Settlement Only Resource has not been in Commercial Operation for the requisite five full summer periods, the ISO shall determine the median of the Intermittent Power Resource's net output in each of the previous summer periods, or portion thereof if the Intermittent Power Resource or Intermittent Settlement Only Resource achieved Commercial Operation during a summer period. If the Intermittent Power Resource or Intermittent Settlement Only Resource began Commercial Operation after the 2006 summer period and prior to the first Forward Capacity Auction, its summer Qualified Capacity shall be established pursuant to Section III.13.1.1.2.2.6, as confirmed by the ISO pursuant to Section III.13.1.1.2.4(e).

(b) The Intermittent Power Resource's or Intermittent Settlement Only Resource's summer Qualified Capacity shall be the average of the median numbers determined in Section III.13.1.2.2.2.1(a).

(c) The Summer Intermittent Reliability Hours shall be hours ending 1400 through 1800 each day of the summer period (June through September) and all summer period hours in which the ISO has declared a system-wide Shortage Event and if the Intermittent Power Resource or Intermittent Settlement Only Resource was in an import-constrained Capacity Zone, all Shortage Events in that Capacity Zone.

(d) If for an Existing Generating Capacity Resource that is an Intermittent Power Resource or an Intermittent Settlement Only Resource there are no previous positive summer Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's summer Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.2.2. Winter Qualified Capacity for an Intermittent Power Resource and Intermittent Settlement Only Resources.

(a) With regard to any Forward Capacity Auction, for each of the previous five winter periods, the ISO shall determine the median of the Intermittent Power Resource's and Intermittent Settlement Only Resource's net output in the Winter Intermittent Reliability Hours. If the Intermittent Power Resource or Intermittent Settlement Only Resource has not been in Commercial Operation for the requisite five full winter periods, the ISO shall determine the median of the Intermittent Power Resource's and Intermittent Settlement Only Resource's net output in each of the previous winter periods, or portion thereof if the Intermittent Power Resource or Intermittent Settlement Only Resource achieved Commercial Operation during a winter period.

(b) The Intermittent Power Resource's and Intermittent Settlement Only Resource's winter Qualified Capacity shall be the average of the median numbers determined in Section III.13.1.2.2.2(a).

(c) The Winter Intermittent Reliability Hours shall be hours ending 1800 and 1900 each day of the winter period (October through May) and all winter period hours in which the ISO has declared a system-wide Shortage Event and if the Intermittent Power Resource or Intermittent Settlement Only Resource was in an import-constrained Capacity Zone, all Shortage Events in that Capacity Zone.

(d) If for an Existing Generating Capacity Resource that is an Intermittent Power Resource or an Intermittent Settlement Only Resource there are no previous positive winter Seasonal Claimed Capability ratings because the Existing Generating Capacity Resource has not yet achieved Commercial Operation, then the Existing Generating Capacity Resource's winter Qualified Capacity shall be equal to the amount of capacity clearing from the resource as a New Generating Capacity Resource in previous Forward Capacity Auctions.

III.13.1.2.2.3. Qualified Capacity Adjustment for Partially New and Partially Existing Resources.

(a) Where an Existing Generating Capacity Resource is associated with a New Generating Capacity Resource that was accepted for participation in a previous Forward Capacity Auction qualification process and that cleared in a previous Forward Capacity Auction, then in each subsequent Forward Capacity Auction until the New Generating Capacity Resource achieves Commercial Operation the summer Qualified Capacity of that Existing Generating Capacity Resource shall be the sum of [the median of that Existing Generating Capacity Resource's positive summer Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day of October of each year, calculated in a manner consistent with Section III.13.1.2.2.1.1] plus [the amount of the New Generating Capacity

Resource's capacity clearing in previous Forward Capacity Auctions]. After the New Generating Capacity Resource achieves Commercial Operation, the Existing Generating Capacity Resource's summer Qualified Capacity shall be calculated as described in Section III.13.1.2.2.1.1, except that no data from the time period prior to the New Generating Capacity Resource's Commercial Operation date shall be used to determine the summer Qualified Capacity associated with the Existing Generating Capacity Resource.

(b) Where an Existing Generating Capacity Resource is associated with a New Generating Capacity Resource that was accepted for participation in a previous Forward Capacity Auction qualification process and that cleared in a previous Forward Capacity Auction, then in each subsequent Forward Capacity Auction until the New Generating Capacity Resource achieves Commercial Operation the winter Qualified Capacity of that Existing Generating Capacity Resource shall be the sum of [the median of that Existing Generating Capacity Resource's positive winter Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day of June of each year, calculated in a manner consistent with Section III.13.1.2.2.1.2] plus [the amount of the New Generating Capacity Resource's capacity clearing in previous Forward Capacity Auctions]. After the New Generating Capacity Resource achieves Commercial Operation, the Existing Generating Capacity Resource's winter Qualified Capacity shall be calculated as described in Section III.13.1.2.2.1.2, except that no data from the time period prior to the New Generating Capacity Resource's Commercial Operation date shall be used to determine the winter Qualified Capacity associated with the Existing Generating Capacity Resource.

III.13.1.2.2.4. Adjustment for Significant Decreases in Capacity Prior to the Existing Capacity Qualification Deadline.

Where the most recent summer Seasonal Claimed Capability, as of the fifth Business Day in October, of an Existing Generating Capacity Resource that is not a Settlement Only Resource, Intermittent Power Resource, or Intermittent Settlement Only Resource is below its summer Qualified Capacity, as determined pursuant to Section III.13.1.2.2.1.1, by more than the lesser of 20 percent of that summer Qualified Capacity or 40 MW, then the Lead Market Participant must elect one of the two treatments described in this Section III.13.1.2.2.4 by the Existing Capacity Qualification Deadline. If the Lead Market Participant makes no election, or elects treatment pursuant to Section III.13.1.2.2.4(c) and fails to meet the associated requirements, then the treatment described in Section III.13.1.2.2.4(a) shall apply.

(a) A Lead Market Participant may elect, for the purposes of the Forward Capacity Auction only, to have the Existing Generating Capacity Resource's summer Qualified Capacity set to the most recent

summer Seasonal Claimed Capability as of the fifth Business Day in October, provided that the Lead Market Participant has furnished evidence regarding the cause of the de-rating.

(b) [Reserved.]

(c) A Lead Market Participant may elect: (i) to submit a critical path schedule as described in Section III.13.1.1.2.2.2, modified as appropriate, describing the measures that will be taken and showing that the Existing Generating Capacity Resource will be able to provide an amount of capacity consistent with the summer Qualified Capacity as calculated pursuant to Section by the start of the relevant Capacity Commitment Period; and (ii) to have the Existing Generating Capacity Resource's summer Qualified Capacity remain as calculated pursuant to Section for the Forward Capacity Auction. For an Existing Generating Capacity Resource subject to this election, the critical path schedule monitoring provisions of Section III.13.3 shall apply.

III.13.1.2.2.5. Adjustment for Certain Significant Increases in Capacity.

Where an Existing Generating Capacity Resource that is not a Settlement Only Resource, meets the requirements of Section III.13.1.1.1.3(a) but not the requirements of Section III.13.1.1.1.3(b), the Lead Market Participant may elect to have the Existing Generating Capacity Resource's summer Qualified Capacity be the sum of [the median of that Existing Generating Capacity Resource's positive summer Seasonal Claimed Capability ratings from the most recent five years, as of the fifth Business Day in October of each year, calculated in a manner consistent with Section III.13.1.2.2.1.1] plus [the amount of incremental capacity as described in Section III.13.1.1.1.3(a)]; provided, however, that the Lead Market Participant must abide by all other provisions of this Section III.13 applicable to a resource that is a New Generating Capacity Resource pursuant to Section III.13.1.1.1.3. Such an election must be made in writing and must be received by the ISO no later than 10 Business Days before the Existing Capacity Qualification Deadline.

III.13.1.2.2.5.1. [Reserved.]

III.13.1.2.2.5.2. Requirements for an Existing Generating Capacity Resource, Existing Demand Resource or Existing Import Capacity Resource Having a Higher Summer Qualified Capacity than Winter Qualified Capacity.

Where an Existing Generating Capacity Resource, Existing Demand Resource, or Existing Import Capacity Resource (other than an Intermittent Power Resource or an Intermittent Settlement Only

Resource) has a summer Qualified Capacity that exceeds its winter Qualified Capacity, both as calculated pursuant to this Section III.13.1.2.2, then that resource must either: (i) offer its summer Qualified Capacity as part of an offer composed of separate resources, as discussed in Section III.13.1.5; or (ii) have its FCA Qualified Capacity administratively set by the ISO to the lesser of its summer Qualified Capacity and winter Qualified Capacity.

III.13.1.2.3. Qualification Process for Existing Generating Capacity Resources.

For each Existing Generating Capacity Resource, no later than 15 Business Days before the Existing Capacity Qualification Deadline, the ISO will notify the resource's Lead Market Participant of the resource's summer Qualified Capacity and winter Qualified Capacity and the Load Zone in which the Existing Generating Capacity Resource is located. If the Lead Market Participant believes that an ISO-determined summer Qualified Capacity or winter Qualified Capacity for an Existing Generating Capacity Resource does not accurately reflect the determination described in Section III.13.1.2.2, then the Lead Market Participant must notify the ISO within 5 Business Days of receipt of the Qualified Capacity notification. The ISO shall notify the Lead Market Participant of the outcome of any such challenge no later than 5 Business Days before the Existing Capacity Qualification Deadline. If an Existing Generating Capacity Resource does not submit a Static De-List Bid, an Export Bid, an Administrative Export De-List Bid, or a Permanent De-List Bid in the Forward Capacity Auction qualification process, then the resource shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c).

III.13.1.2.3.1. Existing Capacity Qualification Package.

A resource that previously has been deactivated pursuant Section I.3.9 of the Transmission, Markets and Services Tariff (or its predecessor provisions) and seeks to reactivate and participate in the Forward Capacity Market as an Existing Generating Capacity Resource must submit a reactivation plan no later than 10 Business Days before the Existing Capacity Qualification Deadline, as described in Section III.13.1.1.1.6(b). All Static De-List Bids, Export Bids, Administrative Export De-List Bids, and Permanent De-List Bids in the Forward Capacity Auction must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, as described in this Section III.13.1.2.3.1. All Static De-List Bids, Permanent De-List Bids, Export Bids, and Administrative Export De-List Bids submitted in the qualification process may not be modified or withdrawn after the Existing Capacity Qualification Deadline, and if accepted by the ISO shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b). An Existing Generating Capacity Resource may not submit a Static De-List Bid, Export Bid, Administrative Export De-List Bid, or Permanent De-List Bid for an amount of capacity greater than its summer Qualified Capacity. Where a

resource elected pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5 to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, the capacity associated with any resulting Capacity Supply Obligation may not be subject to any type of de-list or export bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply. For a single resource, a Lead Market Participant may combine a Static De-List Bid, an Export Bid, and an Administrative Export De-List Bid; a Permanent De-List Bid may not be combined with any other type of de-list or export bid.

Static De-List Bids, Export Bids and Permanent De-List Bids may elect to be rationed (as described in Section III.13.2.6, however, an Export Bid is always subject to potential rationing where the associated external interface binds). Where a Lead Market Participant submits any combination of Static De-List Bid and Export Bid for a single resource, each of those bids must have the same rationing election. Where a Lead Market Participant submits any combination of Static De-List Bid, Export Bid, and Administrative Export De-List Bid for a single resource, none of the prices in a set of price-quantity pairs associated with a bid may be the same as any price in any other set of price-quantity pairs associated with another bid for the same resource.

III.13.1.2.3.1.A Dynamic De-List Bid Threshold.

The Dynamic De-List Bid Threshold beginning with the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning on June 1, 2018) shall be \$3.94/kW-month. The Dynamic De-List Bid Threshold shall be recalculated no less often than once every three years. When the Dynamic De-List Bid Threshold is recalculated, the Internal Market Monitor will review the results of the recalculation with stakeholders and the new Dynamic De-List Bid Threshold shall be filed with the Commission under Section 205 of the Federal Power Act prior to the Existing Capacity Qualification Deadline for the associated Forward Capacity Auction.

III.13.1.2.3.1.1. Static De-List Bids.

An Existing Generating Capacity Resource, or a portion thereof, seeking to specify a price below which it would not accept a Capacity Supply Obligation at prices at or above the Dynamic De-List Bid Threshold during a single Capacity Commitment Period may submit a Static De-List Bid in the associated Forward Capacity Auction. A Static De-List Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits de-list and export bids totaling

the resource's full summer Qualified Capacity. Each Static De-List Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, and must be in the form of a curve (up to five price-quantity pairs) associated with a specific Existing Generating Capacity Resource. The curve may in no case increase the quantity offered as the price decreases. All Static De-List Bids are subject to a reliability review as described in Section III.13.2.5.2.5. Static De-List Bids are subject to review by the Internal Market Monitor pursuant to Section III.13.1.2.3.2 and must include the additional documentation described in that section. With the submission of a Static De-List Bid, the Existing Generating Capacity Resource must notify the ISO if the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period (except for necessary audits or tests). Static De-List Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b).

III.13.1.2.3.1.2. Permanent De-List Bids.

An Existing Generating Capacity Resource seeking to specify a price below which it would not accept a Capacity Supply Obligation permanently beginning at the start of a particular Capacity Commitment Period may submit a Permanent De-List Bid in the associated Forward Capacity Auction. A Permanent De-List Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits a Permanent De-List Bid for the resource's full summer Qualified Capacity. Each Permanent De-List Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, and must be in the form of a curve (up to five price-quantity pairs) associated with a specific Existing Generating Capacity Resource. The curve may in no case increase the quantity offered as the price decreases. All Permanent De-List Bids are subject to a reliability review as described in Section III.13.2.5.2.5. Permanent De-List Bids above the Dynamic De-List Bid Threshold are subject to review by the Internal Market Monitor pursuant to Section III.13.1.2.3.2 and must include the additional documentation described in that section. With the submission of a Permanent De-List Bid, the Existing Generating Capacity Resource must notify the ISO if the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period and thereafter. Permanent De-List Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b). A resource whose Permanent De-List Bid clears in the Forward Capacity Auction is precluded from subsequent participation in the Forward Capacity Market unless it qualifies as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2.

III.13.1.2.3.1.3. Export Bids.

An Existing Generating Capacity Resource within the New England Control Area other than an Intermittent Power Resource, an Intermittent Settlement Only Resource or a Renewable Technology Resource seeking to export all or part of its capacity during a Capacity Commitment Period may submit an Export Bid in the associated Forward Capacity Auction. An Export Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits de-list and export bids totaling the resource's full summer Qualified Capacity. All Export Bids are subject to a reliability review as described in Section III.13.2.5.2.5. Export Bids above the Dynamic De-List Bid Threshold are subject to review by the Internal Market Monitor pursuant to Section III.13.1.2.3.2 and must include the additional information described in that Section. Each Export Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later than the Existing Capacity Qualification Deadline, and must be in the form of a curve (up to five price-quantity pairs) associated with a specific Existing Generating Capacity Resource. The curve may in no case increase the quantity offered as the price decreases. Each price-quantity pair must be less than the Forward Capacity Auction Starting Price. The Existing Capacity Qualification Package for each Export Bid must also specify the interface over which the capacity will be exported. Export Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b).

III.13.1.2.3.1.4. Administrative Export De-List Bids.

An Existing Generating Capacity Resource other than an Intermittent Power Resource, an Intermittent Settlement Only Resource or a Renewable Technology Resource subject to a multiyear contract to sell capacity outside of the New England Control Area during the Capacity Commitment Period that either: (i) cleared as an Export Bid in a previous Forward Capacity Auction for a Capacity Commitment Period within the duration of the contract; or (ii) entered into a contract prior to April 30, 2007 to sell capacity outside of the New England Control Area during the Capacity Commitment Period, may submit an Administrative Export De-List Bid in the associated Forward Capacity Auction. An Administrative Export De-List Bid may not result in a resource's Capacity Supply Obligation being less than its Economic Minimum Limit except where the resource submits de-list and export bids totaling the resource's full summer Qualified Capacity. Unless reviewed as an Export Bid in a previous Forward Capacity Auction, an Administrative Export De-List Bid is subject to a reliability review prior to clearing in a Forward Capacity Auction, as described in Section III.13.2.5.2.5, and is subject to review by the Internal Market Monitor in the first Forward Capacity Auction in which it participates, pursuant to Section III.13.1.7. Both the reliability review and the review by the Internal Market Monitor shall be conducted once and shall remain valid for the multiyear contract period. Each Administrative Export De-List Bid must be detailed in an Existing Capacity Qualification Package submitted to the ISO no later

than the Existing Capacity Qualification Deadline, must be associated with a specific Existing Generating Capacity Resource, and must indicate the quantity of capacity subject to the bid. The Existing Capacity Qualification Package for each Administrative Export De-List Bid must also specify the interface over which the capacity will be exported, and must include documentation demonstrating a contractual obligation to sell capacity outside of the New England Control Area during the whole Capacity Commitment Period. Administrative Export De-List Bids, if accepted, shall be entered into the Forward Capacity Auction pursuant to Section III.13.2.3.2(b).

III.13.1.2.3.1.5. Non-Price Retirement Request

III.13.1.2.3.1.5.1. Description of Non-Price Retirement Request.

A Non-Price Retirement Request is a binding request to retire all or part of a Generating Capacity Resource. Non-Price Retirement Requests will be approved subject to review for reliability impacts under Section III.13.2.5.2.5. Even if not approved, a resource that has submitted a Non-Price Retirement Request may retire in whole or in part, as applicable, pursuant to Section III.13.2.5.2.5.3(a)(iii). Once submitted, a Non-Price Retirement Request may not be withdrawn. A Non-Price Retirement Request supersedes any prior de-list bid for the same Capacity Commitment Period.

III.13.1.2.3.1.5.2. Timing Requirements.

The request must be submitted to the ISO between the Existing Capacity Qualification Deadline and 120 days prior to the date of the relevant Forward Capacity Auction. In the case of a resource that has a Permanent De-List Bid rejected by the Internal Market Monitor, a Non-Price Retirement Request may be submitted within 14 days after the resource receives notice of the rejection or 120 days prior to the date of the relevant Forward Capacity Auction, whichever is later.

III.13.1.2.3.1.5.3. Reliability Review of Non-Price Retirement Requests.

The ISO will review a Non-Price Retirement Request pursuant to Section III.13.2.5.2.5 to determine if the resource is needed for reliability. If the Non-Price Retirement Request is rejected for reliability reasons and the resource elects not to proceed with retirement as provided in Section III.13.2.5.2.5.3(a)(iii), and the resource remains in operation to meet the reliability need, the resource will be compensated pursuant to Section III.13.2.5.2.5.1(c). Upon resolution of the reliability issue, the Non-Price Retirement Request will be approved and the resource, or portion thereof, as applicable, will retire pursuant to Section III.13.1.2.3.1.5.4.

III.13.1.2.3.1.5.4. Obligation to Retire.

A Generating Capacity Resource, or portion thereof, with an approved Non-Price Retirement Request will be retired as described in Section III.13.2.5.2.5.3(a) unless, in the case of a Generating Capacity Resource that had its Non-Price Retirement Request rejected for reliability reasons, the Commission directs that the obligation to retire be removed or the retirement date extended as part of an Incremental Cost of Reliability Service filing made pursuant to Section III.13.2.5.2.5.2.

III.13.1.2.3.1.6. Static De-List Bids and Permanent De-List Bids for Existing Generating Capacity Resources at Stations having Common Costs.

Where Existing Generating Capacity Resources at a Station having Common Costs elect to submit Static De-List Bids or Permanent De-List Bids, the provisions of this Section III.13.1.2.3.1.6 shall apply.

III.13.1.2.3.1.6.1. Submission of Cost Data.

In addition to the information required elsewhere in this Section III.13.1.2.3, Static De-List Bids or Permanent De-List Bids submitted by an Existing Generating Capacity Resource that is associated with a Station having Common Costs and seeking to delist must include detailed cost data to allow the ISO to determine the Asset-Specific Going Forward Costs for each asset associated with the Station and the Station Going Forward Common Costs.

III.13.1.2.3.1.6.2. [Reserved.]

III.13.1.2.3.1.6.3. Internal Market Monitor Review.

The Internal Market Monitor will review each Static De-List Bid and Permanent De-List Bid from an Existing Generating Capacity Resource that is associated with a Station having Common Costs pursuant to the following methodology:

- (i) Calculate the average Asset-Specific Going Forward Costs of each asset at the Station.
- (ii) Order the assets from highest average Asset-Specific Going Forward Costs to lowest average Asset-Specific Going Forward Costs; this is the preferred de-list order.
- (iii) Calculate and assign to each asset a station cost that is equal to the average cost of the assets remaining at the Station, including Station Going Forward Common Costs, assuming the successive de-listing of each individual asset in preferred de-list order.

(iv) Calculate a set of composite costs that is equal to the maximum of the cost associated with each asset as calculated in (i) and (iii) above.

The Internal Market Monitor will adjust the set of composite costs to ensure a monotonically non-increasing set of bids as follows: any asset with a composite cost that is greater than the composite cost of the asset with the lowest composite cost and that has average Asset-Specific Going Forward Costs that are less than its composite costs will have its composite cost set equal to that of the asset with the lowest composite cost. The bids of the asset with the lowest composite cost and of any assets whose composite costs are so adjusted will be considered a single non-rationable bid for use in the Forward Capacity Auction.

The Internal Market Monitor will compare a de-list bid developed using the adjusted composite costs to the de-list bid submitted by the Existing Generating Capacity Resource that is associated with a Station having Common Costs. If the Internal Market Monitor determines that the submitted de-list bid is less than or equal to the bid developed using the adjusted composite costs, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b). If the Internal Market Monitor determines that the submitted de-list bid is greater than the bid developed using the adjusted composite costs or is not consistent with the submitted supporting cost data, then the Internal Market Monitor will reject the bid as described in Section III.13.1.2.3.2.1.1.

III.13.1.2.3.2. Review by Internal Market Monitor of Bids from Existing Generating Capacity Resources.

For purposes of this Section III.13.1.2.3.2, a Static De-List Bid, Permanent De-List Bid, or Export Bid shall be associated with a pivotal supplier if, using the best available estimates of FCA Qualified Capacity available at that time: (1) at the Forward Capacity Auction Starting Price, the total amount of FCA Qualified Capacity of all Existing Capacity Resources in the New England Control Area minus the Installed Capacity Requirement (net of HQICCs) is less than or equal to the greater of:

- (a) the amount of FCA Qualified Capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource submitting the bid multiplied by 1.1; and
- (b) the amount of FCA Qualified Capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource submitting the bid plus 200 MW;

or (2) where the bid is associated with a resource in an import-constrained Capacity Zone, if at the Forward Capacity Auction Starting Price, the total amount of FCA Qualified Capacity of all Existing

Capacity Resources in the import-constrained Capacity Zone minus the Local Sourcing Requirement for the import-constrained Capacity Zone is less than or equal to the greater of:

- (a) the amount of FCA Qualified Capacity from all Existing Capacity Resources in the import-constrained Capacity Zone controlled by the Lead Market Participant for the resource submitting the bid multiplied by 1.1; and
- (b) the amount of FCA Qualified Capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource submitting the bid plus 100 MW.

In making this determination, the total amount of FCA Qualified Capacity of all Existing Capacity Resources will be reduced by an amount equal to the total of all pending Non-Price Retirement Requests and Permanent De-List Bids other than those submitted by the Lead Market Participant for the resource being evaluated, and the amount of capacity from all of the Existing Capacity Resources controlled by the Lead Market Participant for the resource will include any capacity subject to a pending Non-Price Retirement Request or Permanent De-List Bid. The determination whether a Lead Market Participant is pivotal will be included in the qualification determination notification described in Section III.13.1.2.4. If the applicable Installed Capacity Requirement (net of HQICCs) and Local Sourcing Requirement are not finalized at the time that the Internal Market Monitor must make this determination, then the Internal Market Monitor shall use the best available estimates of those values available at that time, and shall publish those estimated values to the ISO website no later than the date that the qualification determination notifications are issued.

III.13.1.2.3.2.1. Static De-List Bids, Export Bids Above the Dynamic De-List Bid Threshold, and Permanent De-List Bids Above the Dynamic De-List Bid Threshold.

The Internal Market Monitor shall review each Static De-List Bid, each Export Bid above the Dynamic De-List Bid Threshold, and each Permanent De-List Bid above the Dynamic De-List Bid Threshold to determine whether the bid is consistent with: (1) the Existing Generating Capacity Resource's net going forward costs (as determined pursuant to Section III.13.1.2.3.2.1.2); (2) reasonable expectations about the resource's Capacity Performance Payments (as determined pursuant to Section III.13.1.2.3.2.1.3); (3) reasonable risk premium assumptions (as determined pursuant to Section III.13.1.2.3.2.1.4); and (4) the resource's reasonable opportunity costs (as determined pursuant to Section III.13.1.2.3.2.1.5). Sufficient documentation and information about each of these bid components must be included in the Existing Capacity Qualification Package to allow the Internal Market Monitor to make such determinations. The entire de-list submittal shall be accompanied by an affidavit executed by a corporate officer attesting to the accuracy of the reported costs, the reasonableness of the estimates and adjustments of costs that would otherwise be avoided if the resource were not required to meet the obligations of a listed resource,

and the reasonableness of the expectations and assumptions regarding Capacity Performance Payments and risk premiums, and shall be subject to audit upon request by the ISO.

III.13.1.2.3.2.1.1. Internal Market Monitor Review of De-List Bids.

The Internal Market Monitor may seek additional information from the Lead Market Participant (including information about the other existing or potential new resources controlled by the Lead Market Participant) after the qualification deadline to address any questions or concerns regarding the data submitted, as appropriate. The Internal Market Monitor shall review all relevant information (including data, studies, and assumptions) to determine whether the bid is consistent with the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs. In making this determination, the Internal Market Monitor shall consider, among other things, industry standards, market conditions (including published indices and projections), resource-specific characteristics and conditions, portfolio size, and consistency of assumptions across that portfolio.

III.13.1.2.3.2.1.1.1. Review of Permanent De-List Bids and Export Bids.

(a) In the case of a Permanent De-List Bid or an Export Bid from a resource associated with a Lead Market Participant that is found to be not pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b).

(b) In the case of a Permanent De-List Bid or an Export Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines that the bid is consistent with the Existing Generating Capacity Resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b).

(c) In the case of a Permanent De-List Bid or an Export Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines, after due consideration and consultation with the Lead Market Participant, as appropriate, that the bid is not consistent with the resource's net going forward costs, reasonable expectations about the resource's

Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, reasonable expectations about the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid will be rejected. Where a de-list bid is rejected pursuant to this Section III.13.1.2.3.2.1.1(c), both the qualification determination notification described in Section III.13.1.2.4 and the informational filing made to the Commission as described in Section III.13.8.1(a) shall include an explanation of the reasons that the de-list bid was rejected based on the Internal Market Monitor review and the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor. The Lead Market Participant for such a resource may elect to have the ISO-determined bid entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b) by so indicating in a filing with the Commission in response to the informational filing described in Section III.13.8.1(a). Such a filing, and notification to the ISO of any such election, shall be made in accordance with the terms of Section III.13.8.1(b) and shall not limit the other rights provided under that section. A Lead Market Participant making such an election shall be prohibited from challenging pursuant to Section III.13.8.1(b) the Internal Market Monitor's determinations regarding the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs. If no such election is made, the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c) or as otherwise directed by the Commission. In no case shall rejection of a de-list bid by the Internal Market Monitor restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.

III.13.1.2.3.2.1.1.2. Review of Static De-List Bids.

- (a) In the case of a Static De-List Bid from a resource associated with a Lead Market Participant that is found to be not pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b); provided however, that no later than 7 days after the issuance by the ISO of the qualification determination notification described in Section III.13.1.2.4, the Lead Market Participant may elect to: (i) withdraw the Static De-List Bid entirely, in which case the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c); or (ii) submit revised prices for the Static De-List Bid for the resource at prices equal to or less than the highest price indicated in the initial Static De-List Bid as approved by the Internal Market Monitor and greater than the Dynamic De-List Bid Threshold.

Where revised prices are submitted, the Static De-List Bid must nonetheless comply with the requirements of Section III.13.1.2.3.1.1. In no case shall withdrawal of a Static De-List Bid pursuant to this subsection restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.

- (b) In the case of a Static De-List Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines that the bid is consistent with the Existing Generating Capacity Resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid shall be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(b); provided however, that no later than 7 days after the issuance by the ISO of the qualification determination notification described in Section III.13.1.2.4, the Lead Market Participant may elect to: (i) withdraw the Static De-List Bid entirely, in which case the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c); or (ii) submit revised prices for the Static De-List Bid for the resource at prices equal to or less than the highest price indicated in the initial Static De-List Bid as approved by the Internal Market Monitor and greater than the Dynamic De-List Bid Threshold. Where revised prices are submitted, the Static De-List Bid must nonetheless comply with the requirements of Section III.13.1.2.3.1.1. In no case shall withdrawal of a Static De-List Bid pursuant to this subsection restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.
- (c) In the case of a Static De-List Bid from a resource associated with a Lead Market Participant that is found to be pivotal by the Internal Market Monitor pursuant to the determination described in Section III.13.1.2.3.2, if the Internal Market Monitor determines, after due consideration and consultation with the Lead Market Participant, as appropriate, that the bid is not consistent with the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs, then the bid will be rejected. Where a de-list bid is rejected pursuant to this Section III.13.1.2.3.2.1.1.2(b), both the qualification determination notification described in Section III.13.1.2.4 and the informational filing made to the Commission as described in Section III.13.8.1(a) shall include an explanation of the reasons that the de-list bid was rejected based on the Internal Market Monitor review and the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments,

reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor. In such a case, no later than 7 days after the issuance by the ISO of the qualification determination notification described in Section III.13.1.2.4, the Lead Market Participant may elect to submit revised prices for the Static De-List Bid for the resource at prices equal to or less than the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor and greater than the Dynamic De-List Bid Threshold. Where revised prices are submitted, the Static De-List Bid must nonetheless comply with the requirements of Section III.13.1.2.3.1.1. A Lead Market Participant making such an election shall be prohibited from challenging pursuant to Section III.13.8.1(b) the Internal Market Monitor's determinations regarding the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs. If no such election is made, the Existing Generating Capacity Resource will be entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c) or as otherwise directed by the Commission. If no such election is made, and the Existing Generating Capacity Resource is entered into the Forward Capacity Auction as described in Section III.13.2.3.2(c), then nothing in this subsection shall restrict the ability of the resource to dynamically de-list at prices below the Dynamic De-List Bid Threshold.

III.13.1.2.3.2.1.2. Net Going Forward Costs.

The Lead Market Participant for an Existing Generating Capacity Resource that submits a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold that is to be reviewed by the Internal Market Monitor shall report net going forward costs using ISO spreadsheets and forms provided, and may supplement this information with other evidence as deemed necessary. A Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold shall be considered consistent with the Existing Generating Capacity Resource's net going forward costs based on a review of the data submitted in the following formula. To the extent possible, all costs and operational data used in this calculation shall be the cumulative actual data for the Existing Generating Capacity Resource from the most recent full Capacity Commitment Period available.

$$\frac{[GFC - (IMR - PER)] \times InfIndex}{(CQ_{Summer, kw}) \times (12, months)}$$

Where:

GFC = annual going forward costs, in dollars. These are costs that might otherwise be avoided or not incurred if the resource were not subject to the obligations of a listed capacity resource during the Capacity Commitment Period (i.e., maintaining a constant condition of being ready to respond to commitment and dispatch orders). Costs that are not avoidable in a single Capacity Commitment Period and costs associated with the production of energy are not to be included. Service of debt is not a going forward cost. Staffing, maintenance, capital expenses, and other normal expenses that would be avoided only in the absence of a Capacity Supply Obligation may be included. Staffing, maintenance, capital expenses, and other normal expenses that would be avoided only if the resource were not participating in the energy and ancillary services markets may not be included, except in the case of a resource that has indicated in the submission of a Static De-List Bid or Permanent De-List Bid that the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period (and thereafter, in the case of a Permanent De-List Bid). These costs shall be reported to the ISO using the spreadsheet provided on the ISO website by any Existing Generating Capacity Resource submitting a Static De-List, Permanent De-List Bid, or Export Bid, shall be accompanied by a signed affidavit, and shall be subject to audit upon request by the ISO. To the extent that the Capacity Commitment Period data used to calculate these data do not reflect known and measurable costs that would or are likely to be incurred in the relevant Capacity Commitment Period, the Internal Market Monitor shall also consider adjustments submitted, provided the costs are based on known and measurable conditions and supported by appropriate documentation to reflect those costs.

$CQ_{\text{Summer}}kW$ = capacity seeking to de-list in kW. In no case shall this value exceed the resource's summer Qualified Capacity.

IMR = annual infra-marginal rents, in dollars. In the case of a resource that has indicated in the submission of a Static De-List Bid or Permanent De-List Bid that the resource will not be participating in

the energy and ancillary services markets during the Capacity Commitment Period (and thereafter, in the case of a Permanent De-List Bid), this value shall be calculated by subtracting all submitted cost data representing the cumulative actual cost of production (total expenses related to the production of energy, e.g. fuel, actual consumables such as chemicals and water, and, if quantified, incremental labor and maintenance) from the Existing Generating Capacity Resource's total ISO market revenues. In the case of a resource that has not indicated in the submission of a Static De-List Bid or Permanent De-List Bid that the resource will not be participating in the energy and ancillary services markets during the Capacity Commitment Period, this value shall be \$0.00. As soon as practicable, the resource's total ISO market revenues used in this calculation shall be calculated by the ISO and available to the Lead Market Participant upon request.

PER = resource-specific annual peak energy rents, in dollars. As soon as practicable, this value shall be calculated by the ISO and available to the Lead Market Participant upon request.

At the option of the Lead Market Participant, the cumulative production costs for each of the most recent three Capacity Commitment Periods may be submitted and the annual infra-marginal rents calculated for each year. The Lead Market Participant may then specify two of the three years to be averaged and subsequently used as the IMR value. Upon exercising such option, the PER value used shall be an average of the PER values for the two years selected

InfIndex = inflation index. $\text{infIndex} = (1 + i)^4$

Where: "i" is the most recent reported 4- Year expected inflation number published by the Federal Reserve Bank of Cleveland at the beginning of the qualification period. The specific value to be used shall be specified by the ISO and available to the Lead Market Participant.

III.13.1.2.3.2.1.3. Expected Capacity Performance Payments.

The Lead Market Participant for an Existing Generating Capacity Resource that submits a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold that is to be reviewed by the Internal Market Monitor shall also provide documentation separately detailing the expected Capacity Performance Payments for the resource. This documentation must include expectations regarding the applicable Capacity Balancing Ratio, the number of hours of reserve deficiency, and the resource's performance during reserve deficiencies.

III.13.1.2.3.2.1.4. Risk Premium.

The Lead Market Participant for an Existing Generating Capacity Resource that submits a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold that is to be reviewed by the Internal Market Monitor shall also provide documentation separately detailing any risk premium included in the bid. This documentation should address all components of physical and financial risk reflected in the bid, including, for example, catastrophic events, a higher than expected amount of reserve deficiencies, and performing scheduled maintenance during reserve deficiencies. Any risk that can be quantified and analytically supported and that is not already reflected in the formula for net going forward costs described in Section III.13.1.2.3.2.1.2 may be included in this risk premium component. In support of the resource's risk premium, the Lead Market Participant may also submit an affidavit from a corporate officer attesting that the risk premium submitted is the minimum necessary to ensure that the overall level of risk associated with the resource's participation in the Forward Capacity Market is consistent with the participant's corporate risk management practices.

III.13.1.2.3.2.1.5. Opportunity Costs.

To the extent that an Existing Generating Capacity Resource submitting a Static De-List Bid, Export Bid above the Dynamic De-List Bid Threshold, or Permanent De-List Bid above the Dynamic De-List Bid Threshold has additional opportunity costs that are not reflected in the net going forward costs, expected Capacity Performance Payments, or risk premium components of the bid, the Lead Market Participant must include in the Existing Capacity Qualification Package evidence supporting such costs. Opportunity costs associated with major repairs necessary to restore decreases in capacity as described in Section III.13.1.2.2.4, capital projects required to operate the plant as a capacity resource or other uses of the resource shall be considered, provided such costs are substantiated by evidence of a repair plan, documented business plan and fundamental market analysis, or other independent and transparent trading index or indices as applicable. Substantiation of opportunity costs relying on sales in reconfiguration auctions or risk aversion premiums shall not be considered sufficient justification.

III.13.1.2.3.2.2. [Reserved.]

III.13.1.2.3.2.3. Administrative Export De-List Bids.

The Internal Market Monitor shall review each Administrative Export De-List Bid associated with a multi-year contract entered into prior to April 30, 2007 in the first Forward Capacity Auction in which it clears. An Administrative Export De-List Bid shall be rejected if the Internal Market Monitor determines

that the bid may be an attempt to manipulate the Forward Capacity Auction, and the matter will be referred to the Commission in accordance with the protocols set forth in Appendix A to the Commission’s Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)).

III.13.1.2.3.2.4. Static De-List Bids for Reductions in Ratings Due to Ambient Air Conditions.

A Lead Market Participant may submit a Static De-List Bid for up to the megawatt amount that the Lead Market Participant expects will not be physically available due to the difference between the summer Qualified Capacity at 90 degrees and the expected rating of the resource at 100 degrees. The ISO shall verify during the qualification process that the rating is accurate. Such Static De-List Bids may be entered into the Forward Capacity Market at prices up to and including the Forward Capacity Auction Starting Price, subject to validation of the physical limit. Static De-List Bids for reductions in ratings due to ambient air conditions shall not be subject to the review described in Section III.13.1.2.3.2 and need not include documentation for that purpose.

III.13.1.2.3.2.5. Incremental Capital Expenditure Recovery Schedule.

Except as described below, the Internal Market Monitor shall review all de-list bids using the following cost recovery schedule for incremental capital expenditures, which assumes an annual pre-tax weighted average cost of capital of 10 percent.

Age of Existing Resource (years)	Remaining Life (years)	Annual Rate of Capital Cost Recovery
1 to 5	30	0.106
6 to 10	25	0.110
11 to 15	20	0.117
16 to 20	15	0.131
21 to 25	10	0.163
25 plus	5	0.264

A Market Participant may request that a different pre-tax weighted average cost of capital be used to determine the resource’s annual rate of capital cost recovery by submitting the request, along with supporting documentation, in the Existing Capacity Qualification Package. The Internal Market Monitor shall review the request and supporting documentation and may, at its sole discretion, replace the annual

rate of capital cost recovery from the table above with a resource-specific value based on an adjusted pre-tax weighted average cost of capital. If the Internal Market Monitor uses an adjusted pre-tax weighted average cost of capital for the resource, then the resource's annual rate of capital cost recovery will be determined according to the following formula:

$$\frac{\text{Cost Of Capital}}{(1 - (1 + \text{CostOfCapital})^{-\text{RemainingLife}})}$$

Where:

Cost Of Capital = the adjusted pre-tax weighted average cost of capital.

Remaining Life = the remaining life of the existing resource, based on the age of the resource, as indicated in the table above.

III.13.1.2.4. Qualification Determination Notification for Existing Capacity.

No later than 127 days before the Forward Capacity Auction, the ISO shall send notification to the Lead Market Participant that submitted each Static De-List Bid, Permanent De-List Bid, Export Bid, and Administrative Export De-List Bid including a determination whether the Lead Market Participant is pivotal as described in Section III.13.1.2.3.2 and indicating whether the bid has been accepted for participation in the Forward Capacity Auction. Where a Static De-List Bid, Permanent De-List Bid, Export Bid, or Administrative Export De-List Bid is not accepted for participation in the Forward Capacity Auction as a result of the Internal Market Monitor's review pursuant to Section III.13.1.2.3.2, the notification shall include an explanation of the reasons the Existing Capacity Qualification Package was not accepted and shall include the resource's net going forward costs and opportunity costs as determined by the Internal Market Monitor. The qualification determination shall not include the results of the reliability review subject to Section III.13.2.5.2.5.

III.13.1.2.5. Optional Existing Capacity Qualification Package for New Generating Capacity Resources Previously Counted as Capacity.

A resource seeking to participate in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2 (resources previously counted as capacity resources) may elect to submit an Existing Capacity Qualification Package in addition to the New Capacity Show of Interest Form and New Capacity Qualification Package that it is required to submit pursuant to Section III.13.1.1.2. The bids contained in an Existing Capacity Qualification Package submitted pursuant to this Section III.13.1.2.5 must clearly indicate which New Generating Capacity Resource the Existing Capacity

Qualification Package is associated with, and if accepted in accordance with Section III.13.1.2.3, would only be entered into the Forward Capacity Auction where: (i) the new resource is not accepted for participation in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.2; or (ii) no offer from that New Generating Capacity Resource clears in the Forward Capacity Auction, as described in Section III.13.2.3.2(e). An Existing Capacity Qualification Package submitted pursuant to this Section III.13.1.2.5 must conform in all other respects to the requirements of this Section III.13.1.2.

III.13.1.3. Import Capacity.

The qualification requirements for import capacity shall depend on whether the import capacity is an Existing Import Capacity Resource or a New Import Capacity Resource. Both Existing Import Capacity Resources and New Import Capacity Resources clearing in the Forward Capacity Auction must be backed by one or more External Resources or by an external Control Area throughout the relevant Capacity Commitment Period. An external Demand Resource may not be an Existing Import Capacity Resource or a New Import Capacity Resource. External nodes shall be established and mapped to Capacity Zones pursuant to the provisions in Attachment K to Section II of the Transmission, Markets and Services Tariff.

An Elective Transmission Upgrade with an Interconnection Request for Capacity Network Import Interconnection Service under Schedule 25 of Section II of the Transmission, Markets and Services Tariff shall be included in the FCM (1) after it has established a contractual association with an Import Capacity Resource and that Import Capacity Resource has met the Forward Capacity Market qualification requirements or (2) after it has met the requirements of an Elective Transmission Upgrade with Long Lead Time Facility treatment pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff. An external node for such an Elective Transmission Upgrade will be modeled for participation in the Forward Capacity Market after the Import Capacity Resource meets the requirements to participate in the FCA. The Qualified Capacity of an Import Capacity Resource associated with an Elective Transmission Upgrade shall not exceed the Capacity Network Import Interconnection Service Interconnection Request. In order for an Elective Transmission Upgrade to maintain its Capacity Network Import Interconnection Service, an associated Import Capacity Resource must meet the Forward Capacity Market qualification requirements and offer into each Forward Capacity Auction. Otherwise, the Capacity Network Import Interconnection Service will revert to Network Import Interconnection Service for the portion of the Capacity Network Import Interconnection Service for which no Import Capacity Resource is offered into the Forward Capacity Auction and the Elective Transmission Upgrade's Interconnection Agreement will be revised. The provisions in Sections III.13.1.3.5.4, permitting a Capacity Commitment

Period Election, and in Section III.13.1.3.5.8, permitting a rationing election, shall apply to a New Import Capacity Resource associated with an Elective Transmission Upgrade seeking to reestablish Capacity Network Import Interconnection Service if the threshold to be treated as a new resource in Section III.13.1.1.4 is met. If the threshold to be treated as a new increment in Section III.13.1.1.3 is met, only the increment will be eligible for the provisions in Sections III.13.1.3.5.4, permitting a Capacity Commitment Period Election, and in Section III.13.1.3.5.8, permitting a rationing election.

III.13.1.3.1. Definition of Existing Import Capacity Resource.

Capacity associated with a multi-year contract entered into before the Existing Capacity Qualification Deadline to provide capacity in the New England Control Area from outside of the New England Control Area for a period including the whole Capacity Commitment Period, or capacity from an External Resource that is owned or directly controlled by the Lead Market Participant and which is committed for at least two whole consecutive Capacity Commitment Periods by the Lead Market Participant in the New Capacity Qualification Package, shall participate in the Forward Capacity Auction as an Existing Import Capacity Resource, except that if that Existing Import Capacity Resource has not cleared in a previous Forward Capacity Auction, then the import capacity shall participate in the Forward Capacity Auction as a New Import Capacity Resource.

III.13.1.3.2. Qualified Capacity for Existing Import Capacity Resources.

The summer Qualified Capacity and winter Qualified Capacity of an Existing Import Capacity Resource shall be based on the data provided to the ISO during the qualification process, subject to ISO review and verification.

The qualified capacity for the Existing Import Capacity Resources associated with the VJO and NYPA contracts listed in Section III.13.1.3.3(c) as of the Capacity Commitment Period beginning June 1, 2014 shall be equal to the lesser of the stated amount in Section III.13.1.3.3(c) or the median amount of the energy delivered from the Existing Import Capacity Resource during the New England system coincident peak over the previous five Capacity Commitment Periods at the time of qualification.

III.13.1.3.3.A Qualification Process for Existing Import Capacity Resources that are not associated with an Elective Transmission Upgrade with Capacity Network Import Interconnection Service.

Existing Import Capacity Resources shall be subject to the same qualification process as Existing Generating Capacity Resources, as described in Section III.13.1.2.3, except as follows:

(a) The Qualified Capacity shall be the lesser of the multi-year contract values as documented in the new resource qualification determination notification and the capacity clearing in the Forward Capacity Auction to which the new resource qualification determination notification applied.

(b) The rationing election described in Section III.13.1.2.3.1 shall not apply.

(c) The Existing Import Capacity Resources associated with contracts listed in the table below may qualify to receive the treatment described in Section III.13.2.7.3 for the duration of the contracts as listed. For each Forward Capacity Auction after the first Forward Capacity Auction, in order for an Existing Import Capacity Resource associated with a contract listed below to qualify for the treatment described in Section III.13.2.7.3, no later than 10 Business Days prior to the Existing Capacity Qualification Deadline, the Market Participant submitting the Existing Import Capacity Resource must also submit to the ISO documentation verifying that the contract will remain in effect throughout the Capacity Commitment Period and that it has not been amended. For the first Forward Capacity Auction, Existing Import Capacity Resources associated with contracts listed in the table below are qualified to receive the treatment described in Section III.13.2.7.3.

Contract Description	MW	Contract End Date
NYPA: NY – NE: CMEEC	13.2	8/31/2025
NYPA: NY – NE: MMWEC	53.3	8/31/2025
NYPA: NY – NE: Pascoag	2.3	8/31/2025
NYPA: NY– NE: VELCO	15.3	8/31/2025
	84.1	
VJO: Highgate – NE	Up to 225	10/31/2016
VJO: Highgate – NE (extension) (beginning 11/01/2016)	Up to 6	October 2020
VJO: Phase I/II – NE	Up to 110	10/31/2016

(d) In addition to the review described in Section III.13.1.2.3.2, the Internal Market Monitor shall review each bid from Existing Import Capacity Resources. A bid from an Existing Import Capacity Resource shall be rejected if the Internal Market Monitor determines that the bid may be an attempt to manipulate the Forward Capacity Auction, and the matter will be referred to the Commission in

accordance with the protocols set forth in Appendix A to the Commission's Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)).

III.13.1.3.3.B. Qualification Process for Existing Import Capacity Resources that are associated with an Elective Transmission Upgrade with Capacity Import Interconnection Service.

Existing Import Capacity Resources associated with an Elective Transmission Upgrade with Capacity Import Interconnection Service pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff shall be subject to the same qualification process as Existing Generating Capacity Resources as described in Section III.13.1.2.3, except the Qualified Capacity shall be the lesser of the multi-year contract values as documented in the new resource qualification determination notification and the capacity clearing in the Forward Capacity Auction to which the new resource qualification determination notification applied.

III.13.1.3.4. Definition of New Import Capacity Resource.

Capacity not associated with a multi-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside the New England Control Area for the whole Capacity Commitment Period, but that meets the requirements of Section III.13.1.3.5.1, shall participate in the Forward Capacity Auction as a New Import Capacity Resource. For capacity associated with a multi-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside the New England Control Area for a period including the whole Capacity Commitment Period, or capacity from an External Resource that is owned or directly controlled by the Lead Market Participant and which is committed for at least two whole consecutive Capacity Commitment Periods by the Lead Market Participant in the New Capacity Qualification Package, if the import capacity has not cleared in a previous Forward Capacity Auction, then the import capacity shall participate in the Forward Capacity Auction as a New Import Capacity Resource.

III.13.1.3.5. Qualification Process for New Import Capacity Resources.

The qualification process for a New Import Capacity Resource, whether backed by a new External Resource, by one or more existing External Resources, or by an external Control Area, shall be the same as the qualification process for a New Generating Capacity Resource, as described in Section III.13.1.1.2, except as follows:

III.13.1.3.5.1. Documentation of Import.

For each New Import Capacity Resource, the Project Sponsor submitting the import capacity must also submit: (i) documentation of a one-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside of the New England Control Area for the entire Capacity Commitment Period, including documentation of the MW value of the contract; (ii) documentation of a multi-year contract entered into before the New Capacity Qualification Deadline to provide capacity in the New England Control Area from outside of the New England Control Area for the contract period including the entire Capacity Commitment Period, including documentation of the MW value of the contract; (iii) proof of ownership or direct control over one or more External Resources that will be used to back the New Import Capacity Resource during the Capacity Commitment Period, including information to establish the summer and winter ratings of the resource(s) backing the import; or (iv) documentation for system-backed import capacity that the import capacity will be supported by the Control Area and that the energy associated with that system-backed import capacity will be afforded the same curtailment priority as that Control Area's native load. For each New Import Capacity Resource, the Project Sponsor must specify the interface over which the capacity will be imported. The Project Sponsor must indicate whether the import is associated with any investment in transmission that increases New England's import capability or is associated with an Elective Transmission Upgrade with an Interconnection Request for Capacity Network Import Interconnection Service pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff that has not yet achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff. The Project Sponsor must submit a contract confirming its association with the Elective Transmission Upgrade Interconnection Customer and the ISO will confirm that relationship. If the import will be backed by a single new External Resource, the Project Sponsor submitting the import capacity must also submit a general description of the project's equipment configuration, including a description of the resource type (such as those listed in the table in Section III.A.21.1 or some other type).

III.13.1.3.5.2. Import Backed by Existing External Resources.

If the New Import Capacity Resource will be backed by one or more External Resources existing at the time of the Forward Capacity Auction and the capacity will be imported over an interface that has achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall not apply, and the Project Sponsor shall instead submit a description of how the Capacity Supply Obligation, if an offer from the New Import Capacity Resource clears in the Forward Capacity Auction, will be met.

If the New Import Capacity Resource will be backed by one or more External Resources existing at the time of the Forward Capacity Auction and the capacity will be imported over an interface that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall apply in addition to the requirement that the Project Sponsor submit a description of how the Capacity Supply Obligation, if an offer from the New Import Capacity Resource clears in the Forward Capacity Auction, will be met.

The description must indicate specifically which External Resources will back the New Import Capacity Resource during the Capacity Commitment Period, and if those External Resources are not owned or controlled directly by the Project Sponsor, the description must include a commitment that the External Resources will have sufficient capacity that is not obligated outside the New England Control Area to fully satisfy the New Import Capacity Resource's potential Capacity Supply Obligation during the Capacity Commitment Period and demonstrate how that commitment will be met.

III.13.1.3.5.3. Imports Backed by an External Control Area.

If the New Import Capacity Resource will be backed by an external Control Area and the capacity will be imported over an interface that has achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall not apply, and the Project Sponsor shall instead submit system load and capacity projections for the external Control Area showing sufficient excess capacity during the Capacity Commitment Period to back the New Import Capacity Resource.

If the New Import Capacity Resource will be backed by an external Control Area and the capacity will be imported over an Elective Transmission Upgrade and the capacity will be imported over an interface that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff, the provisions regarding site control (Section III.13.1.1.2.2.1) and critical path schedule (Section III.13.1.1.2.2.2) shall apply in addition to the requirement that the Project Sponsor submit system load and capacity projections for the external Control Area showing sufficient excess capacity during the Capacity Commitment Period to back the New Import Capacity Resource for the length of the multi-year contract.

III.13.1.3.5.3.1. Imports Crossing Intervening Control Areas.

The preceding rules define requirements associated with the import of capacity from a Control Area, or resources located in a Control Area, directly adjacent to the New England Control Area. Imports of capacity from a Control Area or resources located in a Control Area where such import crosses an intervening Control Area or Control Areas shall comply with the following additional requirements: (1) For imports crossing a single intervening Control Area, the Project Sponsor entering the import contract shall demonstrate, as detailed in the ISO New England Manuals, that the remote Control Area will afford the energy export to the adjacent intervening Control Area the same curtailment priority as its native load, that the adjacent intervening Control Area has procedures in place to explicitly recognize the linkage between the import and re-export of energy in support of the import contract, and that the energy export to the ISO will not be curtailed (except pro-rata with a curtailment of native load) so long as the linked import is flowing. (2) For imports crossing more than one intervening Control Area, in addition to the requirements above, the Project Sponsor entering the import contract shall demonstrate, as detailed in the ISO New England Manuals, by the New Capacity Qualification Deadline, that explicit market and operating procedures exist among the intervening Control Areas to ensure that the energy required to be delivered to the New England Control Area will be guaranteed the same curtailment priority as the intervening native loads, and that none of the intervening Control Areas will curtail the transaction except in conjunction with a curtailment of native load. (3) The Project Sponsor entering the import contract shall demonstrate that capacity it supplies to the New England Control Area will not be recalled or curtailed to satisfy the load of the external Control Area, or that the external Control Area in which it is located will afford New England Control Area load the same curtailment priority that it affords its own Control Area native load.

III.13.1.3.5.4. Capacity Commitment Period Election.

The provisions regarding Capacity Commitment Period election (Section III.13.1.1.2.2.4) shall only apply to a New Import Capacity Resource associated with an Elective Transmission Upgrade with a Capacity Network Import Interconnection Service Interconnection Request. All other New Import Capacity Resources clearing in the Forward Capacity Auction shall have a Capacity Supply Obligation and shall receive payments only for the one-year Capacity Commitment Period associated with that Forward Capacity Auction.

III.13.1.3.5.5. Initial Interconnection Analysis.

The provisions regarding initial interconnection analysis (Section III.13.1.1.2.3) shall not apply unless the capacity will be imported over an Elective Transmission Upgrade pursuing Capacity Network Import Interconnection Service pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff.

III.13.1.3.5.6. Review by Internal Market Monitor of Offers from New Import Capacity Resources.

For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), the request and cost information described in Section III.13.1.1.2.2.3 and Section III.A.21.2 must be submitted to the ISO no later than November 7, 2014. In addition to the review described in Section III.13.1.1.2.2.3 and Section III.A.21, the Internal Market Monitor shall review each offer from New Import Capacity Resources. An offer from a New Import Capacity Resource shall be rejected if the Internal Market Monitor determines that the bid may be an attempt to manipulate the Forward Capacity Auction, and the matter will be referred to the Commission in accordance with the protocols set forth in Appendix A to the Commission's Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)).

III.13.1.3.5.7. Qualification Determination Notification for New Import Capacity Resources.

For New Import Capacity Resources, the qualification determination notification described in Section III.13.1.1.2.8 shall be modified to reflect the differences in the qualification process described in this Section III.13.1.3.5. For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), the ISO shall, no later than December 12, 2014, send to Project Sponsors or Market Participants, as applicable, a determination regarding whether the New Import Capacity Resource is associated with a pivotal supplier as described in Section III.A.21.2 and the resource's New Resource Offer Floor Price as determined pursuant to Section III.A.21.2. For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), a New Import Capacity Resource may be withdrawn (and hence not included in the Forward Capacity Auction) no later than January 16, 2015 by providing written notification of such withdrawal to the ISO. Any such withdrawal shall be irrevocable.

III.13.1.3.5.8. Rationing Election.

New Import Capacity Resources are subject to rationing except New Import Capacity Resource associated with an Elective Transmission Upgrade with a Capacity Network Import Interconnection

Service Interconnection Request, which are eligible for the rationing election described in Section III.13.1.1.2.2.3(b).

III.13.1.4. Demand Resources.

III.13.1.4.1. Demand Resources.

To participate in a Forward Capacity Auction as a Demand Resource, a resource must meet the requirements of this Section III.13.1.4.1. No resource shall be permitted to participate in a Forward Capacity Auction as a Demand Response Capacity Resource prior to the Forward Capacity Auction for the 2017-2018 Capacity Commitment Period. A Demand Response Capacity Resource with an early Commercial Operation Date shall be considered a Real-Time Demand Response Resource for any Capacity Commitment Period commencing prior to June 1, 2017. No resource shall be permitted to participate in a Forward Capacity Auction as a Real-Time Demand Response Resource beginning with the Forward Capacity Auction for the 2017-2018 Capacity Commitment Period. The amount of capacity offered by a Demand Resource shall be a minimum of 100 kW aggregated in a Dispatch Zone. A Demand Resource may continue to offer capacity into Forward Capacity Auctions and reconfiguration auctions for Capacity Commitment Periods in an amount less than or equal to its remaining Measure Life. Demand Resources must comply with all applicable federal, state, and local regulatory, siting, and tariff requirements, including interconnection tariff requirements related to siting, interconnection, and operation of the Demand Resource. Demand Resources are not permitted to submit import or export bids or Administrative Export De-list Bids.

A Demand Resource shall no longer be eligible to participate in the Forward Capacity Market if its Permanent De-list Bid is accepted. For purposes of this Section III.13.1.4, references to the Lead Market Participant for a resource shall include the Enrolling Participant for a Demand Resource.

III.13.1.4.1.1. Existing Demand Resources.

Demand Resources that previously have been in service and registered with the ISO, and which are not otherwise New Demand Resources, shall be Existing Demand Resources. Existing Demand Resources shall include and are limited to Demand Resources that have been in service and registered with the ISO to fulfill a Capacity Supply Obligation created by clearing in a past Forward Capacity Auction before the Existing Capacity Qualification Deadline of the applicable Forward Capacity Auction. Except as specified in Section III.13.1.4.1, Existing Demand Resources shall be subject to the same qualification process as Existing Generating Capacity Resources, as described in Section III.13.1.2.3. Existing Demand

Resources shall be subject to Section III.13.1.2.2.5.2. An Existing Demand Resource may submit a Non-Price Retirement Request pursuant to the provisions of Section III.13.1.2.3.1.5, provided, however, that Non-Price Retirement Requests shall not be used as a mechanism to inappropriately qualify assets associated with Existing Demand Resources as New Demand Resources. Existing Demand Resources may de-list consistent with Sections III.13.1.2.3.1.1 and III.13.1.2.3.1.2. Existing Demand Response Capacity Resources shall be subject to Section III.13.7.1.1.5.

III.13.1.4.1.2. New Demand Resources.

A New Demand Resource is a Demand Resource that has not been in service prior to the applicable Existing Capacity Qualification Deadline of the Forward Capacity Auction, or Distributed Generation that has operated only to address an electric power outage due to failure of the electrical supply, on-site disaster, local equipment failure, or public service emergencies such as flood, fire, or natural disaster, or excessive deviations from standard voltage from the electrical supplier to the premises during the 12-month period prior to the applicable Existing Capacity Qualification Deadline of the Forward Capacity Auction, and is not an Existing Demand Resource. A Demand Resource that has previously been defined as an Existing Demand Resource shall be considered a New Demand Resource if it meets one of the conditions listed in Section III.13.1.1.1.2.

III.13.1.4.1.2.1. Qualified Capacity of New Demand Resources.

For Forward Capacity Auctions a New Demand Resource shall have a summer Qualified Capacity and winter Qualified Capacity based on the resource's Demand Reduction Values as submitted and reviewed pursuant to this Section III.13.1.4.

The documentation, analysis, studies and methodologies used to support the estimates described in this Section III.13.1.4.1.2.1 must be submitted as part of the Measurement and Verification Plan, which shall be reviewed by the ISO to ensure consistency with the measurement and verification requirements pursuant to Section III.13.1.4.3 and the ISO New England Manuals.

III.13.1.4.1.2.2. Initial Analysis for Certain New Demand Resources

For each New Demand Resource that is a Demand Response Capacity Resource, Real-Time Demand Response Resource or a Real-Time Emergency Generation Resource, the ISO shall perform an analysis based on the information provided in the New Demand Resource Show of Interest Form to determine the amount of capacity that the resource could provide by the start of the associated Capacity Commitment Period. This analysis shall be performed consistent with the criteria and conditions described in ISO New

England Planning Procedures. Where, as a result of this analysis, the ISO determines that because of overlapping interconnection impacts, such a New Demand Resource that is otherwise accepted for participation in the Forward Capacity Auction in accordance with the other provisions and requirements of this Section III.13.1 cannot deliver any of the capacity that it would otherwise be able to provide (in the absence of the other relevant Existing Capacity Resources), then that New Demand Resource will not be accepted for participation in the Forward Capacity Auction.

III.13.1.4.1.3. Special Provisions for Real-Time Emergency Generation Resources.

All Real-Time Emergency Generation Resources shall be treated in the same manner as Existing Demand Resources in the Forward Capacity Auction as described in Section III.13.2. Real-Time Emergency Generation Resources may: (i) submit Static De-list Bids pursuant to Section III.13.1.2.3.1.1, (ii) submit Dynamic De-list Bids pursuant to Section III.13.2.3.2(d), or (iii) submit Permanent De-list Bids pursuant to Section III.13.1.2.3.1.2. Real-Time Emergency Generation Resources may not submit an Export Bid pursuant to Section III.13.1.2.3.1.3 or an Administrative Export De-list Bid pursuant to Section III.13.1.2.3.1.4. Real-Time Emergency Generation Resources may not import capacity pursuant to Section III.13.1.3. A Real-Time Emergency Generation Resource may not participate in a reconfiguration auction. Such resources may participate in a Capacity Supply Obligation Bilateral as either a Capacity Transferring Resource or a Capacity Acquiring Resource, provided, however, that where a Real-Time Emergency Generation Resource participates in a Capacity Supply Obligation Bilateral as a Capacity Acquiring Resource, the Capacity Transferring Resource must also be a Real-Time Emergency Generation Resource. Such resources may not be Supplemental Capacity Resources. Real-Time Emergency Generation Resources that are New Demand Resources as defined in Section III.13.1.4.1.2 shall be subject to the qualification and financial assurance requirements applicable to New Demand Resources.

III.13.1.4.2. Show of Interest Form for New Demand Resources.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Demand Resource, the Project Sponsor must submit to the ISO a New Demand Resource Show of Interest Form as described in this Section III.13.1.4.2 during the New Capacity Show of Interest Submission Window, as described in Section III.13.1.10. The ISO may waive the submission of any information not required for evaluation of a project. The New Demand Resource Show of Interest Form is available on the ISO website.

(a) A completed New Demand Resource Show of Interest Form shall include, but is not limited to, the following information: project name; Load Zone within which the Demand Resource project will be located; the Dispatch Zone within which a Demand Response Capacity Resource, Real-Time Demand Response Resource, or Real-Time Emergency Generation Resource will be located; estimated summer and winter Demand Reduction Values (MW) per measure and/or per customer facility (measured at the customer meter and not including losses) expected to be achieved five weeks prior to the first and second annual Forward Capacity Auctions after the Forward Capacity Auction in which the Demand Resource Project Sponsor's capacity award would be made, if applicable, and on the Commercial Operation date; estimated total summer and winter Demand Reduction Value of the Demand Resource project; supporting documentation (e.g., engineering estimates or documentation of verified savings from comparable projects) to substantiate the reasonableness of the estimated Demand Reduction Values; Demand Resource type (On-Peak Demand Resource, Seasonal Peak Demand Resource, Demand Response Capacity Resource, Real-Time Demand Response Resource or Real-Time Emergency Generation Resource); brief Demand Resource project description including measure type (i.e., Energy Efficiency, Load Management, and/or Distributed Generation); types of facilities at which the measures will be implemented; customer classes and end-uses served; expected Commercial Operation date – i.e., the date by which the Project Sponsor expects to reach Commercial Operation (Commercial Operation for a Demand Resource shall mean the demonstration to the ISO by the Project Sponsor that the Demand Resource described in the Project Sponsor's New Demand Resource Qualification Package has achieved its full Demand Reduction Value); ISO Market Participant status and ISO customer identification (if applicable); status under Schedules 22 or 23 of the Transmission, Markets and Services Tariff (if applicable); project/technical and credit/financial contacts; and for individual Distributed Generation projects and Demand Resource projects from a single facility with a Demand Reduction Value equal to or greater than 5 MW, the Pnode and service address at which the end-use facility is located; capability and experience of the Project Sponsor.

III.13.1.4.2.1. Qualification Package for Existing Demand Resources.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as an Existing Demand Resource, the Project Sponsor must submit an Existing Capacity Qualification Package no later than the Existing Capacity Qualification Deadline. The Existing Capacity Qualification Package for an Existing Demand Resource shall conform to the requirements of Section III.13.1.4.1. All Existing Demand Resources must provide a Measurement and Verification Plan which complies with the ISO's measurement and verification requirements pursuant to Section III.13.1.4.3 and the ISO New England Manuals.

III.13.1.4.2.2. Qualification Package for New Demand Resources.

For each resource that a Project Sponsor seeks to offer in the Forward Capacity Auction as a New Demand Resource, the Project Sponsor must submit a New Demand Resource Qualification Package no later than the New Capacity Qualification Deadline. The New Demand Resource Qualification Package shall conform to the requirements of this Section III.13.1.4.2.2. The ISO may waive the submission of any information not required for evaluation of a project.

III.13.1.4.2.2.1. [Reserved.]

III.13.1.4.2.2.2. Source of Funding.

The Project Sponsor must provide source of funding which includes, but is not limited to, the following information: The source(s) of public benefits funding or private financing, or a funding plan supplemented by information on how previous projects were funded; A completed ISO credit application.

III.13.1.4.2.2.3. Measurement and Verification Plan.

For all Demand Resources other than Demand Response Capacity Resources and Real-Time Emergency Generation Resources, the Project Sponsor must provide a Measurement and Verification Plan which complies with the ISO's measurement and verification requirements pursuant to Section III.13.1.4.3, Section III.8A and III.8B and the ISO New England Manuals.

III.13.1.4.2.2.4. Customer Acquisition Plan.

A Project Sponsor with more than a single customer must provide a description of its plan to acquire customers that includes, but is not limited to, the following information: a description of proposed customer market; the estimated size of target market and supporting documentation; a marketing plan with supporting documentation describing the manner in which customers will be recruited; and evidence supporting the viability of the marketing plan.

III.13.1.4.2.2.4.1. Individual Distributed Generation Projects and Demand Resource Projects From a Single Facility With A Demand Reduction Value Greater Than or Equal to 5 MW.

For individual Distributed Generation projects and Demand Resource projects from a single facility with a Demand Reduction Value greater than or equal to 5 MW the critical path schedule requirements and the

monitoring and milestones are the same as those required for New Generating Capacity Resources as set forth in Section III.13.1.1.2.2.2.

III.13.1.4.2.2.4.2. Demand Resource Projects Involving Multiple Facilities and Demand Resource Projects From a Single Facility With A Demand Reduction Value Less Than 5 MW.

A critical path schedule for Demand Resource projects installed at multiple facilities and Demand Resource projects from a single facility with a Demand Reduction Value of less than 5 MW shall be comprised of a delivery schedule of the share of total offered Demand Reduction Value achieved as of target dates which are: (i) The cumulative percentage of total Demand Reduction Value achieved on target date 1 occurring five weeks prior to the first annual Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource Project Sponsor's capacity award was made; (ii) The cumulative percentage of total Demand Reduction Value achieved on target date 2 occurring five weeks prior to the second annual Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource Project Sponsor's capacity award was made; and (iii) target date 3 which is the expected Commercial Operation date, which must be on or before the first day of the relevant Capacity Commitment Period and by which date 100% of total Demand Reduction Value must be complete

III.13.1.4.2.2.4.3. Additional Requirement For Demand Resource Project Sponsor Proposing Total Demand Reduction Value of 30 Percent or Less by the Second Target Date.

If a Demand Resource Project Sponsor proposes in its New Demand Resource Qualification Package a cumulative Percent of Total Demand Reduction Value Complete that is 30 percent or less by the second critical path schedule target date, then a pipeline analysis must be submitted to the ISO five weeks prior to the second annual Forward Capacity Auction after the Forward Capacity Auction in which the award was made. A pipeline analysis demonstrates the Demand Resource Project Sponsor's ability to fulfill its obligation to deliver capacity that cleared in a Forward Capacity Auction by the relevant Capacity Commitment Period. Such an analysis must list the customers that have made a commitment to participate in the Demand Resource Project Sponsor's program to deliver capacity to meet the Demand Resource Project Sponsor's Forward Capacity Auction obligations, and must include each customer's projected summer and winter Demand Reduction Values, and expected measure installation date; provided, however, that a Demand Resource Project Sponsor targeting customer facilities with under 10 kW of Demand Reduction Value per facility shall have the option of using a targeting and marketing plan based on past performance in that market to determine the Project Sponsor's ability to fulfill its obligation

by the relevant Capacity Commitment Period. To the extent that the Demand Resource Project Sponsor is unable to demonstrate through its pipeline analysis that it has sufficient customers to meet its Capacity Supply Obligation by the beginning of the relevant Capacity Commitment Period, the Demand Resource Project Sponsor shall be subject to the ISO's critical path schedule monitoring procedures, as specified in Section III.13.3 of Market Rule 1.

III.13.1.4.2.2.5. Capacity Commitment Period Election.

In the New Demand Resource Qualification Package, the Project Sponsor must specify whether, if its New Demand Resource offer clears in the Forward Capacity Auction, the associated Capacity Supply Obligation and Capacity Clearing Price (indexed for inflation) shall continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, for up to six additional and consecutive Capacity Commitment Periods, in whole Capacity Commitment Period increments only. If no such election is made in the New Demand Resource Qualification Package, the Capacity Supply Obligation and Capacity Clearing Price associated with the New Demand Resource offer shall apply only for the Capacity Commitment Period associated with the Forward Capacity Auction in which the New Demand Resource offer clears. If the Project Sponsor elects to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, then the Project Sponsor may not change the Demand Resource type as long as that Capacity Supply Obligation and Capacity Clearing Price continue to apply. If an offer from a New Demand Resource clears in the Forward Capacity Auction, the capacity associated with the resulting Capacity Supply Obligation may not be subject to any type of de-list or export bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply pursuant to this Section III.13.1.4.2.2.5.

III.13.1.4.2.2.6. Rationing Election.

The Project Sponsor for a New Demand Resource must indicate in the New Demand Resource Qualification Package if an offer from the New Demand Resource may be rationed. A Project Sponsor may specify a single MW quantity to which offers may be rationed. Without such indication, offers will only be accepted or rejected in whole. This rationing election shall apply for the entire Forward Capacity Auction.

III.13.1.4.2.3. Consistency of the New Demand Resource Qualification Package and New Demand Resource Show of Interest Form.

The ISO shall review the Project Sponsor's New Demand Resource Qualification Package for consistency with its New Demand Resource Show of Interest Form. The New Demand Resource Qualification Package may not contain material changes relative to the New Demand Resource Show of Interest Form. A material change may include, but is not limited to the following: (i) a change in the designation of the Demand Resource type; (ii) a change in the Project Sponsor, subject to review by the ISO of the capability and experience of the new Project Sponsor; (iii) a change in the Load Zone within which the project is located, and a change in the Dispatch Zone within which the Demand Response Capacity Resource, Real-Time Demand Response Resource or Real-Time Emergency Generation Resource is located; (iv) a change in the total summer or winter Demand Reduction Value of the project by more than 30 percent; (v) a change in the general type of measure being implemented (e.g., Energy Efficiency, Load Management, Distributed Generation); (vi) a change in the treatment as an Existing Demand Resource for the first Forward Capacity Auction; or (viii) a misrepresentation of the interconnection status of a Distributed Generation project.

III.13.1.4.2.4. Offers From New Demand Resources.

All New Demand Resources that might submit offers in the Forward Capacity Auction at prices below the relevant Offer Review Trigger Price must include in the New Demand Resource Qualification Package the lowest price at which the resource requests to offer capacity in the Forward Capacity Auction and supporting documentation justifying that price as competitive in light of the resource's costs (as described in Section III.A.21). This price is subject to review by the Internal Market Monitor pursuant to Section III.A.21.2 and must include the additional documentation described in that section.

III.13.1.4.2.5. Notification of Qualification for Demand Resources.

III.13.1.4.2.5.1. Evaluation of Demand Resource Qualification Materials.

The ISO shall review the information submitted by Existing Demand Resources and New Demand Resources and shall determine whether the information submitted complies with the requirements set forth in this Section III.13.1.4 and whether, based on the information provided, the Demand Resource is accepted for participation in the Forward Capacity Auction. In making these determinations, the ISO may consider, but is not limited to consideration of, the following:

- (a) whether the information submitted by Existing Demand Resources and New Demand Resources is accurate and contains all of the elements required by this Section III.13.1.4;

- (b) whether the critical path schedule submitted by New Demand Resources includes all necessary elements and is sufficiently developed;
- (c) whether the milestones in the critical path schedule submitted by New Demand Resources are reasonable and likely to be met;
- (d) whether, in the case of a resource previously counted as a capacity resource, the requirements for treatment as a New Demand Resource are satisfied; and
- (e) whether the Measurement and Verification Plan complies with the ISO's measurement and verification requirements pursuant to Section III.13.1.4.3 and the ISO New England Manuals.

III.13.1.4.2.5.2. Notification of Qualification for Existing Demand Resources.

For each Existing Demand Resource, the ISO will notify the Resource's Lead Market Participant no later than 15 Business Days before the Existing Capacity Qualification Deadline of: (i) Demand Resource type; and (ii) summer and winter Demand Reduction Values and estimates of summer and winter Qualified Capacity as defined in Section III.13.1.4.3 and the Load Zone in which the Capacity Resource is located, and the Dispatch Zone within which a Demand Response Capacity Resource, Real-Time Demand Response Resource, or Real-Time Emergency Generation Resource is located. If the Lead Market Participant believes that an ISO-determined summer Qualified Capacity or winter Qualified Capacity for an Existing Demand Resource does not accurately reflect the determination described in Section III.13.1.4.3, then the Lead Market Participant must notify the ISO within 5 Business Days of receipt of the Qualified Capacity notification. If an Existing Demand Resource is not submitting a change in its Demand Resource type, a Permanent De-List Bid or Static De-List Bid for the Forward Capacity Auction, then no further submissions or actions for that resource are necessary, and the resource shall participate in the Forward Capacity Auction as described in Section III.13.2.3.2(c) with Qualified Capacity as indicated in the ISO's notification, and may not elect to have the Capacity Supply Obligation and Capacity Clearing Price apply after the Capacity Commitment Period associated with the Forward Capacity Auction. If a Market Participant believes that the Demand Reduction Value or Qualified Capacity for an Existing Demand Resource is inaccurate or wishes to change its Demand Resource type, the Market Participant must notify the ISO within 5 Business Days of receipt of the Qualified Capacity notification and submit an Updated Measurement and Verification Plan to reflect the change in its Demand Resource type, if applicable. Updated Measurement and Verification Plans must be received by the ISO no later than 5

Business Days after receipt of the Qualified Capacity notification. Designation of the Demand Resource type may not be changed during the Capacity Commitment Period.

III.13.1.4.2.5.3. Notification of Qualification for New Demand Resources.

No later than 127 days prior to the relevant Forward Capacity Auction, the ISO shall send notification to Project Sponsors for each New Demand Resource indicating whether the New Demand Resource has been accepted for participation in the Forward Capacity Auction.

III.13.1.4.2.5.3.1. Notification of Acceptance to Qualify of a New Demand Resource.

For a New Demand Resource accepted for participation in the Forward Capacity Auction, the notification will specify the Demand Resource's summer and winter Demand Reduction Value and summer and winter Qualified Capacity. Designation of the Demand Resource type may not be changed during the Capacity Commitment Period.

III.13.1.4.2.5.3.2. Notification of Failure to Qualify of a New Demand Resource.

For a New Demand Resource not accepted for participation in the Forward Capacity Auction, the notification will provide an explanation as to why the resource did not meet the requirements set forth in this Section III.13.1.4 and was not accepted.

III.13.1.4.3. Measurement and Verification Applicable to All Demand Resources.

To demonstrate the Demand Reduction Value of a Demand Resource project, as defined in Section III.13.1.4.1, all Demand Resources participating in the Forward Capacity Auction, Capacity Supply Obligation Bilaterals or reconfiguration auctions shall submit to the ISO the Demand Resource project Measurement and Verification Documents in accordance with this Section III.13.1.4.3, Sections III.8A and III.8B and the ISO New England Manuals. Demand Response Capacity Resources and Real-Time Emergency Generation Resources participating in the Forward Capacity Auction, Capacity Supply Obligation Bilaterals or reconfiguration auctions must estimate Demand Reduction Values pursuant to the requirements of Sections III.8A, Section III.8B, Section III.13.6.1.5.4, and Section III.E1 and Section III.E2. To the extent that a Demand Response Capacity Resource consists, in whole or in part, of assets capable of delivering Net Supply, the estimated Demand Reduction Value of a Demand Response Capacity Resource may include an estimate of Net Supply. The ISO shall review such Measurement and Verification Documents to determine whether they are consistent with the measurement and verification requirements set forth in this Section III.13.1.4.3, Section III.8A, Section III.8B, and the ISO New England Manuals.

III.13.1.4.3.1. Measurement and Verification Documents Applicable to On-Peak Demand Resources, and Seasonal Peak Demand Resources.

Measurement and Verification Documents for On-Peak Demand Resources, and Seasonal Peak Demand Resources must demonstrate both availability and performance of Demand Resource projects in reducing demand coincident with Demand Resource On-Peak Hours, or Demand Resource Seasonal Peak Hours such that the reported monthly Demand Reduction Value shall achieve at least a ten percent relative precision and an eighty percent confidence interval as described and applied in the ISO New England Manual on Measurement and Verification of Demand Reduction Value from Demand Resources. The Measurement and Verification Documents shall serve as the basis for the claimed Demand Reduction Value of a Demand Resource project. The Measurement and Verification Documents shall document the measurement and verification performed to verify the achieved Demand Reduction Value of the Demand Resource project. The Measurement and Verification Documents shall contain a projection of the Demand Resource project's Demand Reduction Value for each month of the Capacity Commitment Period and over the expected Measure Life of the Demand Resource project. A Demand Resource's Measurement and Verification Documents must describe the methodology used to calculate electrical energy load reduction or output during Demand Resource On-Peak Hours, or Demand Resource Seasonal Peak Hours. The Measurement and Verification Documents shall include a Measurement and Verification Plan submitted in the Forward Capacity Auction Qualification, as described in Section III.13.1.4.3 and a monthly Measurement and Verification Summary Report during the Capacity Commitment Period. The monthly Measurement and Verification Summary Reports shall reference the measurement and verification protocols and performance data documented in the Measurement and Verification Plan or the Measurement and Verification Reference Report(s). Such monthly Measurement and Verification Summary Reports will document the Demand Resource Project Sponsor's total Demand Reduction Value from eligible pre-existing measures and new measures, and the Project Sponsor's total Demand Reduction Value from both eligible pre-existing measures and new measures, for all measures it had in operation as of the end of the previous month. The monthly Measurement and Verification Summary Reports shall be based on Measurement and Verification Documents determined in accordance with Market Rule 1 and the ISO New England Manuals, and shall be the basis for monthly settlement with Demand Resource Project Sponsors. All Measurement and Verification Documents shall conform to the ISO's specifications with respect to content, format and delivery methodology, and shall be submitted in accordance with the timelines and deadlines set forth in Market Rule 1 and the ISO New England Manuals.

III.13.1.4.3.1.1. Optional Measurement and Verification Reference Reports.

At the option of the Demand Resource Project Sponsor, the Measurement and Verification Documents may also include one or more Measurement and Verification Reference Report(s) submitted during the Capacity Commitment Period subject to the schedule in the Measurement and Verification Plan and consistent with the schedule and reporting standards set forth in the ISO New England Manuals. Measurement and Verification Reference Reports shall update the prospective Demand Reduction Value of the Demand Resource project based on measurement and verification studies performed during the Capacity Commitment Period.

III.13.1.4.3.1.2. Updated Measurement and Verification Documents.

At the option of the Demand Resource Project Sponsor, an Updated Measurement and Verification Plan may be submitted during a subsequent Forward Capacity Auction qualification process prior to the beginning of the Capacity Commitment Period of the Demand Resource project. The Updated Measurement and Verification Plan may include updated Demand Resource project specifications, measurement and verification protocols, and performance data. However, the Updated Measurement and Verification Plan shall not modify for the duration of the Capacity Commitment Period the total Demand Reduction Value and the Demand Resource type from the applicable Forward Capacity Auction in which the Demand Resource Project Sponsor's offer cleared. Additionally, the Updated Measurement and Verification Plan shall provide measurement and verification consistent with the requirements specified in the ISO New England Manuals, and shall be comparable to the quality of the original Measurement and Verification Plan accepted during the Forward Capacity Auction qualification process in which the Demand Resource project cleared the Forward Capacity Auction.

III.13.1.4.3.1.3. Annual Certification of Accuracy of Measurement and Verification Documents.

Demand Resource Project Sponsors for On-Peak Demand Resources, or Seasonal Peak Demand Resources and Real-Time Demand Response Resources shall submit no less frequently than once per year, a statement certifying that the Demand Resource projects for which the Project Sponsor is requesting compensation continue to perform in accordance with the submitted Measurement and Verification Documents reviewed by the ISO. One such statement must be received by the ISO no later than 10 Business Days before the Existing Capacity Qualification Deadline.

III.13.1.4.3.1.4. Record Requirement of Retail Customers Served.

For Demand Resource projects targeting customer facilities with greater than or equal to 10 kW of Demand Reduction Value per facility, Demand Resource Project Sponsors shall maintain records of retail customers served including, at a minimum, the retail customer's address, the customer's utility distribution company, utility distribution company account identifier, measures installed, and corresponding monthly Demand Reduction Values. For Demand Resource projects targeting customer facilities with under 10 kW of Demand Reduction Value per facility, the Demand Resource Project Sponsor shall maintain records as described above for customer facilities with greater than or equal to 10 kW of Demand Reduction Value per facility, or shall maintain records of aggregated Demand Reduction Value and measures installed by Load Zone and meter domain. Demand Resource Project Sponsors shall maintain such records until the end of the Measure Life, or until the Demand Resource is permanently delisted from the Forward Capacity Market, and shall submit such records to the ISO upon request in a readable electronic format.

III.13.1.4.3.2. Measurement and Verification Documentation of Demand Reduction Values Applicable to All Demand Resources.

The Demand Resource Project Sponsor shall designate the specific methodology used to establish Demand Reduction Values, including the specification of Demand Resource On-Peak Hours for On-Peak Demand Resources, Demand Resource Seasonal Peak Hours for Seasonal Peak Demand Resources, or Real-Time Demand Response Event Hours for Real-Time Demand Response Resources, in its Measurement and Verification Plan pursuant to Section III.13.1.4.3. For Demand Response Capacity Resources and Real-Time Emergency Generation Resources, the Demand Resource Project Sponsor shall provide an estimate of Demand Reduction Values consistent with the baseline calculation methodology in Section III.8A and Section III.8B. To the extent that a Demand Response Capacity Resource consists, in whole or in part, of assets capable of delivering Net Supply, the estimated Demand Reduction Value of a Demand Response Capacity Resource may include an estimate of Net Supply. Distributed Generation, Demand Response Capacity Resource, Real-Time Demand Response, and Real-Time Emergency Generation Resource projects must include individual metering or a metering protocol consistent with the measurement and verification requirements set forth in Market Rule 1 and the ISO New England Manuals to monitor and verify the Demand Reduction Values of the Demand Resource project.

For Capacity Commitment Periods commencing on or after June 1, 2017, all Demand Response Assets must be metered at the Retail Delivery Point.

For Capacity Commitment Periods commencing on or after June 1, 2017, if the Real-Time Emergency Generation Asset cannot operate synchronized to the grid, and there is no Demand Response Asset at the same facility, the Real-Time Emergency Generation Asset can be metered at the Retail Delivery Point or at the Real-Time Emergency Generation Asset. If the Real-Time Emergency Generation Asset is capable of operating synchronized to the grid or there is a Demand Response Asset at the same facility then both the Retail Delivery Point and the Real-Time Emergency Generation Asset must be metered. For Capacity Commitment Periods commencing on or after June 1, 2017, Market Participants with Real-Time Emergency Generation Assets must utilize a remote terminal unit for communicating telemetry and receiving Dispatch Instructions, and the metering equipment used to measure the performance of a Real-Time Emergency Generation Asset must meet the requirements of Section E2.2.1(a), (b), and (c), must be tested pursuant to Section E2.2.3, and are subject to auditing pursuant to Section E2.2.4.

For Capacity Commitment Periods commencing on or after June 1, 2017, if a Real-Time Emergency Generation Asset is metered at the generator, the associated Real-Time Emergency Generation Resource's Demand Reduction Value shall be calculated using the Real-Time Emergency Generation Asset's Average Hourly Output. If a Real-Time Emergency Generation Asset is only metered at the Retail Delivery Point, the associated Real-Time Emergency Generation Resource's Demand Reduction Value shall be calculated using the Real-Time Emergency Generation Asset's Average Hourly Load Reduction.

For Capacity Commitment Periods commencing before June 1, 2017, the output of the generators comprising a Real-Time Emergency Generation Asset must be directly metered and reported to the ISO as a single set of interval meter data, provided that if there is no other Real-Time Emergency Generation Asset, Real-Time Demand Response Asset or other generator whose output can be controlled at the same facility, the Market Participant may instead meter the Real-Time Emergency Generation Asset at the retail delivery point. Meter data associated with the Real-Time Emergency Generation Asset shall be recorded and reported by the Market Participant to the ISO in Real-Time at an interval of five minutes.

For Capacity Commitment Periods commencing before June 1, 2017, the output of generators comprising a Real-Time Demand Response Asset located behind the retail delivery point must be directly metered and reported to the ISO in Real-Time as a single set of interval meter data at an interval of five-minutes.

III.13.1.4.3.2.1. No Performance Data to Determine Demand Reduction Values.

Should a new Demand Resource, other than a Demand Response Capacity Resource, enter service at a time such that there is no performance data for June, July, August, December or January upon which to

establish summer or winter seasonal Demand Reduction Values, and the Demand Resource has relieved itself of its Capacity Supply Obligation for those months through a Capacity Supply Obligation Bilateral or reconfiguration auction, then the summer or winter seasonal Demand Reduction Values will be the simple average of its Demand Reduction Values for those months with a Capacity Supply Obligation. For a new Demand Resource, other than a Demand Response Capacity Resource, that enters service outside of the summer DR Auditing Period or winter DR Auditing Period and the Demand Resource has relieved itself of its Capacity Supply Obligation for those months through a Capacity Supply Obligation Bilateral or reconfiguration auction, the Demand Resource Commercial Operation Audit results shall be used in the determination of the summer or winter seasonal Demand Reduction Value.

III.13.1.4.3.3. ISO Review of Measurement and Verification Documents.

The ISO shall review the Measurement and Verification Documents and complete such review and identify any necessary modifications in accordance with the Forward Capacity Auction qualification process as described in Section III.13.1 and pursuant to the ISO New England Manuals. In its review of the Measurement and Verification Documents, the ISO may consult with the Project Sponsor to seek clarification, to gather additional necessary information, or to address questions or concerns arising from the materials submitted. At the discretion of the ISO, the ISO may consider revisions or additions to the Measurement and Verification Documents resulting from such consultation; provided, however, that in no case shall the ISO consider revisions or additions to the Measurement and Verification Documents if the ISO believes that such consideration cannot be properly accomplished within the time periods established for the qualification process.

III.13.1.4.3.4. Measurement and Verification Costs.

Costs associated with measurement and verification of the Demand Resource project shall be borne by the Demand Resource Project Sponsor. Demand Resource Project Sponsors submitting application materials and Measurement and Verification Documents for review during the Forward Capacity Auction qualification process shall be subject to the Qualification Process Cost Reimbursement Deposit, as described in Section III.13.1.9.3.

III.13.1.4.4. Dispatch of Active Demand Resources During Event Hours.

III.13.1.4.4.1. Notification of Demand Resource Forecast Peak Hours.

The ISO shall issue notice to Market Participants concerning Demand Resource Forecast Peak Hours on the day before the relevant Operating Day. The notice issued pursuant to this section is for informational purposes only and shall not constitute a Dispatch Instruction.

III.13.1.4.4.2. Dispatch of Demand Resources During Real-Time Demand Resource Dispatch Hours.

The ISO shall issue Dispatch Instructions to Market Participants with Real-Time Demand Response Resources to curtail and restore loads during Real-Time Demand Resource Dispatch Hours. Dispatch Instructions shall apply to Real-Time Demand Response Resources. The amount of Demand Resources dispatched for each Real-Time Demand Resource Dispatch Hour will be the amount that the ISO determines is necessary to meet the reserve deficiency. The ISO may issue Dispatch Instructions that reduce or increase the amount dispatched in each hour.

III.13.1.4.4.3. Dispatch of Demand Resources During Real-Time Emergency Generation Event Hours.

The ISO shall issue Dispatch Instructions to Market Participants with Real-Time Emergency Generation Resources to curtail and restore loads during Real-Time Emergency Generation Event Hours. Dispatch Instructions shall apply to specific Real-Time Emergency Generation Resources. The amount of Real-Time Emergency Generation Resources dispatched for each Real-Time Emergency Generation Event Hour will be the amount the ISO determines is necessary to meet the reserve deficiency.

III.13.1.4.5. Selection of Active Demand Resources For Dispatch.

III.13.1.4.5.1. Management of Real-Time Demand Response Assets and Real-Time Demand Response Resources.

A Market Participant must manage its Real-Time Demand Response Assets that are registered as a component of a Real-Time Demand Response Resource as of the first of a month so that the Real-Time Demand Response Resource complies with Dispatch Instructions. If the operation or potential operation of Real-Time Demand Response Assets cause, or potentially cause, a reliability problem, the ISO may direct Market Participants to not dispatch such assets or to restore the loads of such assets that have already been dispatched. If the ISO directs a Market Participant to not dispatch a Real-Time Demand Response Asset or to restore the load of a dispatched Real-Time Demand Response Asset, an adjustment to the dispatch and/or settlement process will be made to reflect the exclusion of that asset from dispatch or the restoration of that asset. Market Participants with Real-Time Demand Response Assets shall report

to the ISO the load reduction and consumption, or generator output of each asset. Market Participants with Real-Time Demand Response Resources consisting of an aggregation of more than one Real-Time Demand Response Asset shall report the load reduction and consumption, or generator output of the resource, to the ISO as the sum of the load reduction, consumption, or generator output of the individual assets making up that resource. Real-Time Demand Response Resources shall be assigned a unique resource identification number. The load reduction and consumption, or generator output of a Real-Time Demand Response Resource is reported to the ISO as a single set of values. A Real-Time Demand Response Resource shall consist of one or more Real-Time Demand Response Assets that are located within the same Dispatch Zone.

III.13.1.4.5.2. Management of Real-Time Emergency Generation Assets and Real-Time Emergency Generation Resources.

A Market Participant must manage its Real-Time Emergency Generation Assets that are registered as a component of a Real-Time Emergency Generation Resource as of the first of a month so that the Real-Time Emergency Generation Resource complies with Dispatch Instructions. If the operation or potential operation of Real-Time Emergency Generation Assets causes, or potentially causes, a reliability problem, the ISO may direct Market Participants to not dispatch such assets or to discontinue the output of such assets that have already been dispatched. If the ISO directs a Market Participant to not dispatch a Real-Time Emergency Generation Asset or to discontinue the output of a dispatched Real-Time Emergency Generation Asset, an adjustment to the dispatch and/or settlement process will be made to reflect the exclusion of that asset from dispatch or the discontinued output of that asset. Market Participants with Real-Time Emergency Generation Assets shall report to the ISO the load reduction and consumption, or generator output of each asset. Market Participants with Real-Time Emergency Generation Resources consisting of an aggregation of more than one Real-Time Emergency Generation Asset shall report the generator output of the resource to the ISO as the sum of the generator outputs of the individual assets making up that resource. Real-Time Emergency Generation Resources shall be assigned a unique resource identification number. The generator output of a Real-Time Emergency Generation Resource is reported to the ISO as a single set of values. A Real-Time Emergency Generation Resource shall consist of one or more Real-Time Emergency Generation Assets that are located within the same Dispatch Zone.

III.13.1.4.5.3. [Reserved.]

III.13.1.4.6. Conversion of Active Demand Resources Defined at the Load Zone to Active Demand Resources Defined at Dispatch Zones.

III.13.1.4.6.1. Establishment of Dispatch Zones.

The ISO shall establish Dispatch Zones that reflect potential transmission constraints within a Load Zone that are expected to exist during each Capacity Commitment Period. Dispatch Zones shall be used to establish the geographic location and dispatch of Demand Response Capacity Resources, Real-Time Demand Response Resources and Real-Time Emergency Generation Resources. Dispatch Zones shall not change during a Capacity Commitment Period. For each Capacity Commitment Period, the ISO shall establish and publish Dispatch Zones by the beginning of the New Capacity Show of Interest Submission Window of the applicable Forward Capacity Auction. The ISO will review proposed Dispatch Zones with Market Participants prior to establishing and publishing final Dispatch Zones.

III.13.1.4.6.2. Disaggregation of Real-Time Demand Response Resources and Real-Time Emergency Generation Resources From Load Zones to Dispatch Zones.

III.13.1.4.6.2.1. Real-Time Demand Response Resource Disaggregation.

Market Participants with a Capacity Supply Obligation that is being fulfilled using a Real-Time Demand Response Resource in a Load Zone shall, prior to the start of the relevant Capacity Commitment Period, disaggregate that Real-Time Demand Response Resource into one or more Real-Time Demand Response Resources located within one or more Dispatch Zones within the original Load Zone. The sum of the Capacity Values of the disaggregated Real-Time Demand Response Resources located within one or more Dispatch Zones within the Load Zone must be equal to the initial Capacity Supply Obligation within the original Load Zone. If the sum of the Capacity Values of the disaggregated Real-Time Demand Response Resources located within one or more Dispatch Zones within a Load Zone is less than the initial Capacity Supply Obligation by the start of the relevant Capacity Commitment Period, and the Market Participant does not transfer the entire difference through a Capacity Supply Obligation Bilateral or an annual reconfiguration auction by the beginning of the relevant Capacity Commitment Period, then the Market Participant will be deemed to have failed to meet its Capacity Supply Obligation, in which case the ISO shall terminate the Market Participant's Capacity Supply Obligation associated with the resource in the amount of the difference (which shall then be entered into subsequent reconfiguration auctions), terminate the Market Participant's right to any payments associated with the terminated Capacity Supply Obligation, and retain any applicable financial assurance associated with the terminated Capacity Supply Obligation.

III.13.1.4.6.2.2. Real-Time Emergency Generation Resource Disaggregation.

Market Participants with a Capacity Supply Obligation that is being fulfilled using a Real-Time Emergency Generation Resource in a Load Zone shall, prior to the start of the relevant Capacity Commitment Period, disaggregate that Real-Time Emergency Generation Resource into one or more Real-Time Emergency Generation Resources located within one or more Dispatch Zones within the original Load Zone. The sum of the Capacity Values of the disaggregated Real-Time Emergency Generation Resources located within one or more Dispatch Zones within the Load Zone must be equal to the initial Capacity Supply Obligation within the original Load Zone. If the sum of the Capacity Values of the disaggregated Real-Time Emergency Generation Resources located within one or more Dispatch Zones within a Load Zone is less than the initial Capacity Supply Obligation by the start of the relevant Capacity Commitment Period, and the Market Participant does not transfer the entire difference through a Capacity Supply Obligation Bilateral or an annual reconfiguration auction by the beginning of the relevant Capacity Commitment Period, then the Market Participant will be deemed to have failed to meet its Capacity Supply Obligation in which case the ISO shall terminate the Market Participant's Capacity Supply Obligation associated with the resource in the amount of the difference (which shall then be entered into subsequent reconfiguration auctions), terminate the Market Participant's right to any payments associated with the terminated Capacity Supply Obligation, and retain any applicable financial assurance associated with the terminated Capacity Supply Obligation.

III.13.1.4.7. **[Reserved.]**

III.13.1.4.8. **[Reserved.]**

III.13.1.4.9. **Restrictions on Real-Time Demand Response Asset, Real-Time Emergency Generation Asset, On-Peak Demand Resource and Seasonal Peak Demand Resource Registration.**

A Market Participant may not register and, if previously registered, must retire in accordance with Section III.13.1.4.9.1, a Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or asset associated with an On-Peak Demand Resource or Seasonal Peak Demand Resource that is comprised of:

(a) the customers of Host Utilities that distributed more than 4 million MWh in the previous fiscal year if the relevant electric retail regulatory authority prohibits such customers' demand response to be bid into the ISO-administered markets or programs, or

(b) the customers of Host Utilities that distributed 4 million MWh or less in the previous fiscal year, unless the relevant electric retail regulatory authority permits such customers' demand response to be bid into the ISO-administered markets or programs.

III.13.1.4.9.1. Requirement for Real-Time Demand Response Asset, Real-Time Emergency Generation Asset, On-Peak Demand Resource and Seasonal Peak Demand Resource Retirement.

A Market Participant must retire a previously registered Real-Time Demand Response Asset, Real-Time Emergency Generation Asset or asset associated with an On-Peak Demand Resource or Seasonal Peak Demand Resource that is comprised of customers specified in subsections (a) or (b) of Section III.13.1.4.9 no later than 12 months from the date that the ISO receives notice that the relevant electric retail regulatory authority prohibits such customer's demand response to be bid into the ISO-administered markets or programs or May 31, 2013, whichever is later.

III.13.1.4.10. Providing Information On Demand Response Capacity, Real-Time Demand Response and Real-Time Emergency Generation Resources.

If requested by a Market Participant with a registered Load Asset, the ISO will provide the following information about end-use customers served by the Market Participant: (a) whether the end-use customer's facility is registered with the ISO as part of an asset and whether the asset is associated with a Demand Response Resource, Real-Time Demand Response Resource or Real-Time Emergency Generation Resource, and; (b) the load reduction capability of the asset, as specified in the ISO's asset registration system, to which the end-use customer's facility is registered.

III.13.1.4.11. Assignment of Demand Assets to a Demand Resource.

The following mapping provisions apply to Demand Resources other than Demand Response Capacity Resources, the mapping for which is addressed in Appendix E to Market Rule 1.

(a) When a demand asset can be mapped to more than one Demand Resource, any demand assets shall be mapped to a commercial Demand Resource whose demand reduction capability is less than the lower of (i) its commercial capacity, as reflected in the resource's highest audit value or (ii) its highest Capacity Supply Obligation acquired for the current Capacity Commitment Period or any future Capacity Commitment Period, before being mapped to a non-commercial Demand Resource or non-commercial increment of a Demand Resource.

(b) A demand asset cannot be unmapped from a Demand Resource if, following the unmapping, the sum of the audit values of the remaining demand assets that are mapped to the Demand Resource would be lower than the resource's highest Capacity Supply Obligation acquired for the current Capacity Commitment Period or any future Capacity Commitment Period.

III.13.1.5. Offers Composed of Separate Resources.

Separate resources seeking to participate together in a Forward Capacity Auction shall submit a composite offer form no later than 10 Business Days after the date on which the ISO provides qualification determination notifications, as described in Section III.13.1.1.2.8, Section III.13.1.2.4, and Section III.13.1.2.4.5.3. Offers composed of separate resources may not be modified or withdrawn after the deadline for submission of the composite offer form. Separate resources may together participate in a Forward Capacity Auction as a single resource if the following conditions are met:

(a) In all months of the summer period (June through September where the summer resource is not a Demand Resource, April through November where the summer resource is a Demand Resource) of the Capacity Commitment Period, only one resource may be used to supply the amount of capacity offered during the entire summer period. In all months of the winter period (October through May where the summer resource is not a Demand Resource, December through March where the summer resource is a Demand Resource) of the Capacity Commitment Period, multiple resources may be combined to supply the amount of capacity offered, provided that: (i) the resources together meet the amount of the offer in all months of the winter period; and (ii) to combine for a month, that month must be considered a winter month for both the summer resource and the resource combining with that summer resource in that month.

(b) Each resource that is part of an offer composed of separate resources must qualify in accordance with all of the provisions of this Section III.13.1.5 applicable to that resource type. An offer composed of separate resources participates in the Forward Capacity Auction in accordance with the resource type of the resource providing capacity in the summer period. A resource electing (pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5) to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which its New Capacity Offer clears shall not be eligible to participate in an offer composed of separate resources as the resource providing capacity in the summer period in the Forward Capacity Auction in which the resource is a New Generating Capacity Resource or New Demand Resource.

(c) The summer Qualified Capacity of an offer composed of separate resources shall be the summer Qualified Capacity of the single resource that will provide the Capacity Supply Obligation during the summer period. If the summer Qualified Capacity of an offer composed of separate resources is greater than the winter capacity for any month, then the provisions of Section III.13.1.2.2.5.2 shall apply, even where any of the resources comprising the offer composed of separate resources is an Intermittent Power Resource or Intermittent Settlement Only Resource. If the winter capacity of the offer composed of separate resources in any month is higher than the summer Qualified Capacity, then the capacity offered from the winter resources will be reduced pro-rata to equal the summer Qualified Capacity.

(d) If an offer is composed of separate resources, and is intended to meet the Local Sourcing Requirement in an import-constrained Capacity Zone, then each resource comprising the offer must be located in that import-constrained Capacity Zone.

(e) If an offer is composed of separate resources, and is intended to meet the capacity requirement in the Rest-of-Pool Capacity Zone, then each resource comprising the offer must be located in a Capacity Zone that is not export-constrained.

(f) If an offer is composed of separate resources, and is for capacity in an export-constrained Capacity Zone, then each resource comprising the offer must be located inside of the export-constrained Capacity Zone or be located in any non-export constrained Capacity Zone.

(g) A Real-Time Emergency Generation Resource may only participate in an offer composed of separate resources as a winter resource if the summer resource is also a Real-Time Emergency Generation Resource.

(h) A Renewable Technology Resource may only participate in an offer composed of separate resources if its FCA Qualified Capacity has not been prorated pursuant to Section III.13.1.1.2.10.

III.13.1.5.A. Notification of FCA Qualified Capacity.

No later than five Business Days after the deadline for submission of offers composed of separate resources, the ISO shall notify the Project Sponsor or Lead Market Participant for each New Generating Capacity Resource, New Import Capacity Resource, and New Demand Resource of the resource's final

FCA Qualified Capacity for the Forward Capacity Auction. Such notification will detail the resource's financial assurance requirements in accordance with Section III.13.1.9.

III.13.1.6. Self-Supplied FCA Resources.

Where a Project Sponsor elects to designate all or a portion of a New Generating Capacity Resource or an Existing Generating Capacity Resource as a Self-Supplied FCA Resource, the Project Sponsor must make such designation in writing to the ISO no later than the date by which the Project Sponsor is required to submit the FCM Deposit and, if the Project Sponsor is not also the associated load serving entity, the Project Sponsor must at that time provide written confirmation from the load serving entity regarding the Self-Supplied FCA Resource designation. A New Import Capacity Resource or Existing Import Capacity Resource may be designated as a Self-Supplied FCA Resource. All Self-Supplied FCA Resources shall be subject to the eligibility and locational requirements in this Section III.13.1.6. If designated as a Self-Supplied FCA Resource and otherwise accepted in the qualification process, the resource will clear in the Forward Capacity Auction as described in Section III.13.2.3.2(c) and, with the exception of demand programs for Self-Supplied FCA Resources, shall offset an equal amount of the load serving entity's Capacity Load Obligation in the Capacity Commitment Period. A load serving entity seeking to self-supply using a Demand Resource shall realize the benefit through the actual reduction in its annual system coincident peak load, shall not receive credit for a resource and, therefore, is not required to participate in the qualification process described in this Section III.13.1. All designations as a Self-Supplied FCA Resource in the Forward Capacity Auction qualification process are binding.

III.13.1.6.1. Self-Supplied FCA Resource Eligibility.

Where all or a portion of a resource is designated as a Self-Supplied FCA Resource, it shall also maintain its status as a New Generating Capacity Resource, Existing Generating Capacity Resource, New Import Capacity Resource or Existing Import Capacity Resource, and must satisfy the Forward Capacity Auction qualification process requirements set forth in the remainder of Section III.13.1 applicable to that resource type, in addition to the requirements of this Section III.13.1.6. Where an offer composed of separate resources is designated as a Self-Supplied FCA Resource, all of the requirements and deadlines specified in Section III.13.1.5 shall apply to that offer, in addition to the requirements of this Section III.13.1.6. The total quantity of capacity that an load serving entity designates as Self-Supplied FCA Resources may not exceed the load serving entity's projected share of the Installed Capacity Requirement during the Capacity Commitment Period which shall be calculated by determining the load serving entity's most recent percentage share of the Installed Capacity Requirement multiplied by the projected Installed Capacity Requirement for the commitment year. No resource may be designated as a Self-Supplied FCA

Resource for more MW than the lesser of that resource's summer Qualified Capacity and winter Qualified Capacity.

III.13.1.6.2. Locational Requirements for Self-Supplied FCA Resources.

In order to participate in the Forward Capacity Auction as a Self-Supplied FCA Resource for a load in an import-constrained Capacity Zone, the Self-Supplied FCA Resource must be located in the same Capacity Zone as the associated load, unless the Self-Supplied FCA Resource is a pool-planned unit or other unit with a special allocation of Capacity Transfer Rights. In order to participate in the Forward Capacity Auction as a Self-Supplied FCA Resource in an export-constrained Capacity Zone for a load outside that export-constrained Capacity Zone, the Self-Supplied FCA Resource must be a pool-planned unit or other unit with a special allocation of Capacity Transfer Rights.

III.13.1.7. Internal Market Monitor Review of Offers and Bids.

In addition to the other provisions of this Section III.13.1, the Internal Market Monitor shall have the authority to review in the qualification process each resource's summer and winter Seasonal Claimed Capability if it is significantly lower than historical values, and if the Internal Market Monitor determines that it may be an attempt to exercise physical withholding, the matter will be referred to the Commission in accordance with the protocols set forth in Appendix A to the Commission's Market Monitoring Policy Statement (111 FERC ¶ 61,267 (2005)). Where an entity submits: (i) an offer as a New Generating Capacity Resource, a New Import Capacity Resource or a New Demand Resource; and (ii) a Static De-List Bid, a Permanent De-List Bid, an Export Bid or an Administrative Export De-List Bid in the same Forward Capacity Auction, the Internal Market Monitor shall take appropriate steps to ensure that the resource bid to de-list or export in the Forward Capacity Auction is not inappropriately replaced by that new capacity in a subsequent reconfiguration auction or Capacity Supply Obligation Bilateral. In its review of any offer or bid pursuant to this Section III.13.1.7, the Internal Market Monitor may consult with the Project Sponsor or Market Participant, as appropriate, to seek clarification, or to address questions or concerns regarding the materials submitted.

III.13.1.8. Publication of Offer and Bid Information.

(a) Resource name, quantity, price, and Load Zone (or interface, as applicable) in which the resource is located about each Permanent De-list Bid will be posted no later than 15 days after the Forward Capacity Auction is conducted.

- (b) The quantity, price, and Load Zone (or interface, as applicable) in which the resource is located of each Static De-List Bid will be posted no later than 15 days after the Forward Capacity Auction is conducted.
- (c) Name of submitter, quantity, and interface of Export Bids and Administrative Export Bids shall be published no later than 15 days after the Forward Capacity Auction is conducted.
- (d) Name of submitter, quantity, and interface about offers from New Import Capacity Resources shall be published no later than 15 days after the Forward Capacity Auction is conducted.
- (e) If a Permanent De-List Bid above the Dynamic De-List Bid Threshold or a Static De-List Bid is approved by the Internal Market Monitor, resource name, quantity, price, and Load Zone (or interface, as applicable) in which the resource is located shall be published no later than 15 days after the Forward Capacity Auction is conducted.
- (f) The name of each Lead Market Participant submitting de-list bids, as well as the number and type of de-list bids submitted by each Lead Market Participant, shall be published no later than three Business Days after the ISO issues the qualification determination notifications described in Sections III.13.1.2.8, III.13.1.2.4, and III.13.1.3.5.7. Authorized Persons of Authorized Commissions will be provided confidential access to full information about posted Static De-list Bids and Permanent De-List Bids upon request pursuant to Section 3.3 of the ISO New England Information Policy.

III.13.1.9. Financial Assurance.

Except as noted in this Section III.13.1.9, all financial assurance requirements associated with Forward Capacity Auctions and annual reconfiguration auctions and other payments and charges resulting from the Forward Capacity Market shall be governed by the ISO New England Financial Assurance Policy.

III.13.1.9.1. Financial Assurance for New Generating Capacity Resources and New Demand Resources Participating in the Forward Capacity Auction.

In order to participate in any Forward Capacity Auction, New Generating Capacity Resources (including Conditional Qualified New Resources) and New Demand Resources shall be required to meet the financial assurance requirements as described in the ISO New England Financial Assurance Policy. Timely payment of the FCM Deposit by the Project Sponsor for a New Generating Capacity Resource or New Demand Resource accepted for participation in the Forward Capacity Auction constitutes a

commitment to offer the full FCA Qualified Capacity of that New Generating Capacity Resource or New Demand Resource in the Forward Capacity Auction at the Forward Capacity Auction Strting Price. If the FCM Deposit is not received within the timeframe specified in the ISO New England Financial Assurance Policy, the New Generating Capacity Resource or New Demand Resource shall not be permitted to participate in the Forward Capacity Auction. If capacity offered by the New Generating Capacity Resource or New Demand Resource clears in the Forward Capacity Auction, financial assurance required prior to the auction pursuant to FAP shall be applied toward the resource's financial assurance obligation, as described in the ISO New England Financial Assurance Policy. If no capacity offered by that New Generating Capacity Resource or New Demand Resource clears in the Forward Capacity Auction, the financial assurance required prior to the auction pursuant to FAP will be released pursuant to the terms of the ISO New England Financial Assurance Policy.

III.13.1.9.2. Financial Assurance for New Generating Capacity Resources and New Demand Resources Clearing in a Forward Capacity Auction.

Where a New Generating Capacity Resource's offer or a New Demand Resource's offer is accepted in a Forward Capacity Auction, that resource must provide financial assurance as described in the ISO New England Financial Assurance Policy.

III.13.1.9.2.1. Failure to Provide Financial Assurance or to Meet Milestone.

If a New Generating Capacity Resource or New Demand Resource: (i) fails to provide the required financial assurance as described in the ISO New England Financial Assurance Policy or (ii) has its Capacity Supply Obligation terminated by the ISO pursuant to Section III.13.3.4(c), it shall lose its Capacity Supply Obligation (which shall then be entered by the ISO into subsequent annual reconfiguration auctions) and its right to any payments associated with that Capacity Supply Obligation, and it shall forfeit any financial assurance provided with respect to that Capacity Supply Obligation.

III.13.1.9.2.2. Release of Financial Assurance.

Once a New Generating Capacity Resource or New Demand Resource achieves Commercial Operation and is tested for its capacity rating, its financial assurance obligation shall be released pursuant to the terms of the ISO New England Financial Assurance Policy and it shall have the same financial assurance requirements as an Existing Generating Capacity Resource, as governed by the ISO New England Financial Assurance Policy. If a New Generating Capacity Resource or New Demand Resource is only capable of delivering less than the amount of capacity that cleared in the Forward Capacity Auction, then

the portion of its financial assurance associated with the shortfall shall be forfeited. Any resulting shortfall in capacity shall then be entered by the ISO into subsequent annual reconfiguration auctions.

III.13.1.9.2.2.1. [Reserved.]

III.13.1.9.2.3. Forfeit of Financial Assurance.

Where any financial assurance is forfeited pursuant to the provisions of Section III.13, there shall be no further coverage for such forfeit under the ISO New England Billing Policy. Any financial assurance that is forfeited pursuant to Section III.13 shall be used to reduce charges incurred by load in the relevant Capacity Zone to replace that capacity.

III.13.1.9.2.4. Financial Assurance for New Import Capacity Resources.

A New Import Capacity Resource that is backed by a new External Resource or will be delivered over an Elective Transmission Upgrade with a Capacity Network Import Interconnection Service Interconnection Request pursuant to Schedule 25 of Section II of the Transmission, Markets and Services Tariff shall be subject to the same financial assurance requirements as a New Generating Capacity Resource, as described in Section III.13.1.9.1 and Section III.13.1.9.2. Once the new External Resource or the Elective Transmission Upgrade achieves Commercial Operation, the New Import Capacity Resource shall be subject to the same financial assurance requirements as an Existing Generating Capacity Resource, as described in Section III.13.1.9. A New Import Capacity Resource that is backed by one or more existing External Resources or by an external Control Area shall be subject to the same financial assurance requirements as an Existing Generating Capacity Resource, as governed by the ISO New England Financial Assurance Policy.

III.13.1.9.3. Qualification Process Cost Reimbursement Deposit.

For each New Capacity Show of Interest Form and New Demand Resource Show of Interest Form submitted for the purposes of qualifying for either a Forward Capacity Auction or reconfiguration auction, the Project Sponsor must submit to the ISO a refundable deposit in the amount shown in the table below (“Qualification Process Cost Reimbursement Deposit”). The Qualification Process Cost Reimbursement Deposit must be received in accordance with the ISO New England Billing Policy. Such deposit shall be used for costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owners, associated with the qualification process described in Section III.13.1 and with the critical path schedule monitoring described in Section III.13.3. An additional Qualification Process Cost Reimbursement Deposit is not required if: (i) the Project

Sponsor is actively seeking qualification for another Forward Capacity Auction or annual reconfiguration auction, or is having the project’s critical path schedule monitored pursuant to Section III.13.3; and (ii) the costs already incurred in the qualification process and critical path schedule monitoring do not equal or exceed 90 percent of the amount of the previously-submitted Qualification Process Cost Reimbursement Deposit(s). The ISO shall provide the Project Sponsor with an annual statement in writing of the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. In any case where resources are aggregated or disaggregated, the associated Qualification Process Cost Reimbursement Deposits will be adjusted as appropriate. After aggregation or disaggregation of resources, historical data regarding the costs already incurred in the qualification process of the original resources will no longer be provided. Coincident with the issuance of the annual statement, where incurred costs are equal to or greater than 90 percent of the Qualification Process Cost Reimbursement Deposit(s) previously submitted, the ISO will issue an invoice in the amount determined pursuant to the Qualification Process Cost Reimbursement Deposit table contained in Section III.13.1.9.3.1 plus any excess of costs incurred to date by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owners, associated with the qualification process described in Section III.13.1 and with the critical path schedule monitoring described in Section III.13.3. Any refunds that may result from aggregation of resources will be issued coincident with the annual statement. Payment on the invoice must be received in accordance with the ISO New England Billing Policy. If the Project Sponsor fails to pay the amount due by the stated due date, the ISO will consider the resources that were invoiced withdrawn by the Project Sponsor. Such a withdrawal shall be irrevocable, and payment on the invoice after the due date will not remedy the failure to pay or the withdrawal.

III.13.1.9.3.1. Partial Waiver Of Deposit.

A portion of the deposit shall be waived when there is an active Interconnection Request and an executed Interconnection Feasibility Study Agreement or Interconnection System Impact Study Agreement under Schedule 22, 23 or 25 of Section II of the Transmission, Markets and Services Tariff or where a resource modification does not require a revision to the Interconnection Agreement.

<p>New Generating Resources ≥ 20 MW or an Import Capacity Resource associated with an Elective Transmission</p>	<p>New Generating Resources < 20 MW and ≥ 2 MW</p>	<p>Imports and New Demand Resources (including Distributed Generation)</p>		<p>New Generating Resources < 2 MW</p>
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Upgrade that has not achieved Commercial Operation as defined in Schedule 25 of Section II of the Transmission, Markets and Services Tariff				
<i>Including Up-rates, Re-powering, Environmental Compliance & Intermittent Power Resources</i>	<i>Including Up-rates, Re-powering, Environmental Compliance & Intermittent Power Resources</i>			
\$25,000	\$7,500	\$1,000		\$500
<i>With Executed Interconnection Feasibility Study Agreement or System Impact Study Agreement</i>	<i>With Executed Interconnection Feasibility Study Agreement or System Impact Study Agreement</i>			
\$15,000	\$6500	n/a		n/a

III.13.1.9.3.2. Settlement of Costs.

III.13.1.9.3.2.1. Settlement Of Costs Associated With Resources Participating In A Forward Capacity Auction Or Reconfiguration Auction.

Upon the latter of: (i) the first day of the Capacity Commitment Period for which a resource offers into the Forward Capacity Market or (ii) the date on which the entire resource is accepted by the ISO for Commercial Operation, the ISO shall provide the Project Sponsor with a statement in writing of the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. If any portion of the Qualification Process Cost Reimbursement Deposit exceeds the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of the affected Transmission Owner(s) associated with the qualification process and critical path schedule monitoring, the ISO shall refund to the Project Sponsor the excess including interest calculated in accordance with 18 CFR § 35.19a(a)(2). If the costs incurred by the ISO and its consultants, including the

documented and reasonably-incurred costs of the affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring exceed the Qualification Process Cost Reimbursement Deposit, the Project Sponsor shall pay such excess, including interest calculated in accordance with 18 CFR § 35.19a(a)(2) – For Demand Resources, the ISO shall provide all of the above concurrently with the annual statement required under Section III.13.1.9.3.

III.13.1.9.3.2.2. Settlement Of Costs Associated With Resources That Withdraw From A Forward Capacity Auction Or Reconfiguration Auction.

Upon the withdrawal or failure to meet the requirements of the qualification process set forth in Section III.13.1, the ISO shall provide the Project Sponsor with a statement in writing of the costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. A Project Sponsor that withdraws or is deemed to have withdrawn its request for qualification shall pay to the ISO all costs prudently incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), associated with the qualification process and critical path schedule monitoring. The ISO shall refund to the Project Sponsor any portion of the Qualification Process Cost Reimbursement Deposit that exceeds the costs associated with the qualification process and critical path schedule monitoring incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), including interest calculated in accordance with 18 CFR § 35.19a(a)(2). The ISO shall charge the Project Sponsor the amount of such costs incurred by the ISO and its consultants, including the documented and reasonably-incurred costs of affected Transmission Owner(s), that exceeds the Qualification Process Cost Reimbursement Deposit, including interest calculated in accordance with 18 CFR § 35.19a(a)(2). For Demand Resources, the ISO shall provide all of the above concurrently with the annual statement required under Section III.13.1.9.3.

III.13.1.9.3.2.3. Crediting Of Reimbursements.

Cost reimbursements received (excluding amounts passed through to the ISO's consultants and to affected Transmission Owner(s)) by the ISO pursuant to this Section III.13.1.9.3.2 shall be credited against revenues received by the ISO pursuant to Section IV.A.6.1 of the Transmission, Markets and Services Tariff.

III.13.1.10. Forward Capacity Auction Qualification Schedule.

The table below provides the major dates and deadlines for each of the first eight Forward Capacity Auctions.

New Capacity Show of Interest Submission Window	Existing Capacity Qualification Deadline	New Capacity Qualification Deadline	First Day of Forward Capacity Auction for the Capacity Commitment Period	Capacity Commitment Period Begins
For all resources except Demand Resources, Nov. 1, 2006 through Jan. 2, 2007 For Demand Resources, Dec. 18, 2006 through Feb. 28, 2007	Apr. 30, 2007	June 15, 2007	Feb. 4, 2008	June 1, 2010
Sept. 18, 2007 through Nov. 14, 2007	Mar. 14, 2008	Apr. 29, 2008	Dec. 8, 2008	June 1, 2011
July 15, 2008 through Sep. 16, 2008	Feb. 3, 2009	Feb. 17, 2009	Oct. 5, 2009	June 1, 2012
May 15, 2009 through July 14, 2009	Dec. 1, 2009	Dec. 15, 2009	Aug. 2, 2010	June 1, 2013
Mar. 15, 2010 through May 14, 2010	Oct. 1, 2010	Oct. 15, 2010	June 6, 2011	June 1, 2014
Mar. 1, 2011 through Mar. 14, 2011	Aug. 1, 2011	Aug. 15, 2011	Apr. 2, 2012	June 1, 2015
Jan. 3, 2012 through Jan. 17, 2012	June 1, 2012	June 15, 2012	Feb. 4, 2013	June 1, 2016
Feb. 14, 2013 through Feb. 28, 2013	June 3, 2013	June 17, 2013	Feb. 3, 2014	June 1, 2017

Beginning with the timeline for the Capacity Commitment Period beginning on June 1, 2017 (the eighth Forward Capacity Auction), and for each Capacity Commitment Period thereafter, the deadlines will be consistent for each Capacity Commitment Period, as follows:

- (a) each Capacity Commitment Period shall begin in June;
- (b) the New Capacity Show of Interest Submission Window will be in February (after the Forward Capacity Auction for the prior Capacity Commitment Period), approximately four years and three months before the beginning of the Capacity Commitment Period;
- (c) the Existing Capacity Qualification Deadline will be in June just over four years before the beginning of the Capacity Commitment Period;
- (d) the New Capacity Qualification Deadline will be in June or July that is just under four years before the beginning of the Capacity Commitment Period; and
- (e) the Forward Capacity Auction for the Capacity Commitment Period will begin in February approximately three years and four months before the beginning of the Capacity Commitment Period.

The table below shows this generic timeline for the Capacity Commitment Period beginning in year “X”, where X is any year after 2015.

New Capacity Show of Interest Submission Window	Existing Capacity Qualification Deadline	New Capacity Qualification Deadline	First Day of Forward Capacity Auction for the Capacity Commitment Period	Capacity Commitment Period Begins
Feb. (X-4)	June (X-4)	June/July (X-4)	Feb. (X-3)	June X

III.13.1.11 Opt-Out for Resources Electing Multiple-Year Treatment.

Beginning in the qualification process for the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), any resource that had elected in a Forward Capacity

Auction prior to the ninth Forward Capacity Auction (pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5) to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which its New Capacity Offer cleared may, by submitting a written notification to the ISO no later than the Existing Capacity Qualification Deadline (or, in the case of the ninth Forward Capacity Auction, no later than September 19, 2014), opt-out of the remaining years of the resource's multiple-year election. A decision to so opt-out shall be irrevocable. A resource choosing to so opt-out will participate in subsequent Forward Capacity Auctions in the same manner as other Existing Capacity Resources.

III.13.2. Annual Forward Capacity Auction.

III.13.2.1. Timing of Annual Forward Capacity Auctions.

Except with respect to the first six Forward Capacity Auctions (as described in Section III.13.1.10), each Forward Capacity Auction will be conducted beginning on the first Monday in the February that is approximately three years and four months before the beginning of the associated Capacity Commitment Period (unless, no later than the immediately preceding December 1, an alternative date is announced by the ISO), or, where exigent circumstances prevent the start of the Forward Capacity Auction at that time, as soon as possible thereafter.

III.13.2.2. Amount of Capacity Cleared in Each Forward Capacity Auction.

The total amount of capacity cleared in each Forward Capacity Auction shall be determined using the System-Wide Capacity Demand Curve pursuant to Section III.13.2.3.3.

The System-Wide Capacity Demand Curve is defined as follows:

- (a) For quantities less than the Installed Capacity Requirement (net of HQICCs) at 0.200 LOLE, the price is max [1.6 multiplied by Net CONE, CONE];
- (b) For quantities equal to or greater than the Installed Capacity Requirement (net of HQICCs) at 0.200 LOLE, but less than 0.011 LOLE, the price will be determined by a straight line between the price at 0.200 LOLE (which shall be max [1.6 multiplied by Net CONE, CONE] and the price at 0.011 LOLE (which shall be zero);
- (c) For quantities equal to or greater than the Installed Capacity Requirement (net of HQICCs) at 0.011 LOLE, the price is zero.

III.13.2.3. Conduct of the Forward Capacity Auction.

The Forward Capacity Auction shall be a descending clock auction, which will determine, subject to the provisions of Section III.13.2.7, the Capacity Clearing Price for each Capacity Zone modeled in that Forward Capacity Auction pursuant to Section III.12.4, and the Capacity Clearing Price for certain offers from New Import Capacity Resources and Existing Import Capacity Resources pursuant to Section III.13.2.3.3(d). The Forward Capacity Auction shall determine the outcome of all offers and bids accepted

during the qualification process and submitted during the auction. Each Forward Capacity Auction shall be conducted as a series of rounds, which shall continue (for up to five consecutive Business Days, with up to eight rounds per day, absent extraordinary circumstances) until the Forward Capacity Auction is concluded for all modeled Capacity Zones in accordance with the provisions of Section III.13.2.3.3. Each round of the Forward Capacity Auction shall consist of the following steps, which shall be completed simultaneously for each Capacity Zone included in the round:

III.13.2.3.1. Step 1: Announcement of Start-of-Round Price and End-of-Round Price.

For each round, the auctioneer shall announce a single Start-of-Round Price (the highest price associated with a round of the Forward Capacity Auction) and a single (lower) End-of-Round Price (the lowest price associated with a round of the Forward Capacity Auction). In the first round, the Start-of-Round Price shall equal the Forward Capacity Auction Starting Price for all modeled Capacity Zones. In each round after the first round, the Start-of-Round Price shall equal the End-of-Round Price from the previous round.

III.13.2.3.2. Step 2: Compilation of Offers and Bids.

The auctioneer shall compile all of the offers and bids for that round, as follows:

(a) Offers from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources.

(i) The Project Sponsor for any New Generating Capacity Resource, New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource accepted in the qualification process for participation in the Forward Capacity Auction may submit an offer (a “New Capacity Offer”) indicating the quantity of capacity that the Project Sponsor would commit to provide from the resource (in the associated modeled Capacity Zone during the qualification process) during the Capacity Commitment Period at that round’s prices. A New Capacity Offer shall be defined by the submission of one to five prices, each strictly less than the Start-of-Round Price but greater than or equal to the End-of-Round Price, and an associated quantity in the associated modeled Capacity Zone. Each price shall be expressed in units of dollars per kilowatt-month to an accuracy of at most three digits to the right of the decimal point, and each quantity shall be expressed in units of MWs to an accuracy of at most three digits to the right of the decimal point. Such a New Capacity Offer shall imply a

supply curve indicating quantities offered at all of that round's prices, pursuant to the convention of Section III.13.2.3.2(a)(iii).

(ii) If the Project Sponsor of a New Generating Capacity Resource, a New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource elects to offer in a Forward Capacity Auction, the Project Sponsor must offer the resource's full FCA Qualified Capacity at the Forward Capacity Auction Starting Price in the first round of the auction. A New Capacity Offer for a resource may in no event be for greater capacity than the resource's full FCA Qualified Capacity at any price. A New Capacity Offer for a resource may not be for less capacity than the resource's Economic Minimum Limit at any price, except where the New Capacity Offer is for a capacity quantity of zero.

(iii) Let the Start-of-Round Price and End-of-Round Price for a given round be P_S and P_E , respectively. Let the m prices ($1 \leq m \leq 5$) submitted by a Project Sponsor for a modeled Capacity Zone be p_1, p_2, \dots, p_m , where $P_S > p_1 > p_2 > \dots > p_m \geq P_E$, and let the associated quantities submitted for a New Generating Capacity Resource, New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource be q_1, q_2, \dots, q_m . Then the Project Sponsor's supply curve, for all prices strictly less than P_S but greater than or equal to P_E , shall be taken to be:

$$S(p) = \begin{cases} q_0, & \text{if } p > p_1, \\ q_1, & \text{if } p_2 < p \leq p_1, \\ q_2, & \text{if } p_3 < p \leq p_2, \\ \dots & \dots, \\ q_m, & \text{if } p \leq p_m. \end{cases}$$

where, in the first round, q_0 is the resource's full FCA Qualified Capacity and, in subsequent rounds, q_0 is the resource's quantity offered at the lowest price of the previous round.

(iv) Except for Renewable Technology Resources, a New Generating Capacity Resource (except a Renewable Technology Resource), New Import Capacity Resource not associated with a pivotal supplier (as described in Section III.A.21.2), or New Demand Resource may not include any capacity in a New Capacity Offer during the Forward Capacity Auction at any price below the resource's New Resource Offer Floor Price. The amount of capacity included in each New

Capacity Offer at each price shall be included in the aggregate supply curves at that price as described in Section III.13.2.3.3.

(v) Except as described in Section III.A.21.2(a), capacity associated with a New Import Capacity Resource that is associated with a pivotal supplier (as described in Section III.A.21.2) shall be automatically included in the aggregate supply curves as described in Section III.13.2.3.3 at prices at or above the resource's New Resource Offer Floor Price and shall be removed from the aggregate supply curves at prices below the resource's New Resource Offer Floor Price.

(b) **Bids from Existing Capacity Resources Accepted in Qualification.** Static De-List Bids, Permanent De-List Bids, and Export Bids from Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources submitted and accepted in the qualification process (or as directed by the Commission) shall be automatically bid into the appropriate round(s) of the Forward Capacity Auction, such that each such resource's FCA Qualified Capacity will be included in the aggregate supply curves as described in Section III.13.2.3.3. until any Static De-List Bid, Permanent De-List Bid, or Export Bid clears in the Forward Capacity Auction, as described in Section III.13.2.5.2, and is removed from the aggregate supply curves. Administrative Export De-List Bids shall be automatically entered into the first round of the Forward Capacity Auction at the Forward Capacity Auction Starting Price. If the amount of capacity associated with Export Bids for an interface exceeds the transfer limit of that interface (minus any accepted Administrative De-List Bids over that interface), then the set of Export Bids associated with that interface equal to the interface's transfer limit (minus any accepted Administrative De-List Bids over that interface) having the highest bid prices shall be included in the auction as described above; capacity for which Export Bids are not included in the auction as a result of this provision shall be entered into the auction pursuant to Section III.13.2.3.2(c).

(c) **Existing Capacity Resources Not Having Accepted De-List or Export Bids and Self-Supplied FCA Resources.** Each Existing Generating Capacity Resource, Existing Import Capacity Resource, and Existing Demand Resource that did not submit a Static De-List Bid, a Permanent De-List Bid, an Export Bid, or an Administrative Export De-List Bid in its Existing Capacity Qualification Package, or an Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource that did not have any such bid accepted in the qualification process, and each existing Self-Supplied FCA Resource shall be automatically entered into each round of the Forward Capacity

Auction at its FCA Qualified Capacity, such that the resource's FCA Qualified Capacity will be included in the aggregate supply curves as described in Section III.13.2.3.3, except where such resource, if permitted, submits an appropriate Dynamic De-List Bid, as described in Section III.13.2.3.2(d). Each new Self-Supplied FCA Resource shall be automatically entered into each round of the Forward Capacity Auction at its designated self-supplied quantity at prices at or above the resource's New Resource Offer Floor Price, such that the resource's designated self-supply quantity will be included in the aggregate supply curves as described in Section III.13.2.3.3.

(d) **Dynamic De-List Bids.** In any round of the Forward Capacity Auction in which prices are below the Dynamic De-List Bid Threshold, any Existing Generating Capacity Resource, Existing Import Capacity Resource, or Existing Demand Resource (but not any Self-Supplied FCA Resources) may submit a Dynamic De-List Bid at prices below the Dynamic De-List Bid Threshold. Such a bid shall be defined by the submission of one to five prices, each less than the Dynamic De-List Bid Threshold (or the Start-of-Round Price, if lower than the Dynamic De-List Bid Threshold) but greater than or equal to the End-of-Round Price, and a single quantity associated with each price. Such a bid shall be expressed in the same form as specified in Section III.13.2.3.2(a)(i) and shall imply a curve indicating quantities at all of that round's relevant prices, pursuant to the convention of Section III.13.2.3.2(a)(iii). The curve may in no case increase the quantity offered as the price decreases. A dynamic De-List Bid may not offer less capacity than the resource's Economic Minimum Limit at any price, except where the amount of capacity offered is zero. All Dynamic De-List Bids are subject to a reliability review as described in Section III.13.2.5.2.5, and if not rejected for reliability reasons, shall be included in the round in the same manner as Static De-List Bids as described in Section III.13.2.3.2(b). Where a resource elected pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5 to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply after the Capacity Commitment Period associated with the Forward Capacity Auction in which the offer clears, the capacity associated with any resulting Capacity Supply Obligation may not be subject to a Dynamic De-List Bid in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply. Where a Lead Market Participant submits any combination of Dynamic De-List Bid, Static De-List Bid, Export Bid, and Administrative Export De-List Bid for a single resource, none of the prices in a set of price-quantity pairs associated with a bid may be the same as any price in any other set of price-quantity pairs associated with another bid for the same resource.

(e) **Repowering.** Offers and bids associated with a resource participating in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Section III.13.1.1.1.2 (resources previously counted as capacity resources) shall be addressed in the Forward Capacity Auction in accordance with the provisions of this Section III.13.2.3.2(e). The Project Sponsor shall offer such a New Generating Capacity Resource into the Forward Capacity Auction in the same manner and pursuant to the same rules as other New Generating Capacity Resources, as described in Section III.13.2.3.2(a). As long as any capacity is offered from the New Generating Capacity Resource, the amount of capacity offered is the amount that the auctioneer shall include in the aggregate supply curve at the relevant prices, and the quantity of capacity offered from the associated Existing Generating Capacity Resource shall not be included in the aggregate supply curve. If any portion of the New Generating Capacity Resource clears in the Forward Capacity Auction, the associated Existing Generating Capacity Resource shall be permanently de-listed as of the start of the associated Capacity Commitment Period. If at any price, no capacity is offered from the New Generating Capacity Resource, then the auctioneer shall include capacity from the associated Existing Generating Capacity Resource at that price, subject to any bids submitted and accepted in the qualification process for that Existing Generating Capacity Resource pursuant to Section III.13.1.2.5. Bids submitted and accepted in the qualification process for an Existing Generating Capacity Resource pursuant to Section III.13.1.2.5 shall only be entered into the Forward Capacity Auction after the associated New Generating Capacity Resource is fully withdrawn (that is, the Forward Capacity Auction reaches a price at which the resource's New Capacity Offer is zero capacity), and shall only then be subject to the reliability review described in Section III.13.2.5.2.5.

(f) **Conditional Qualified New Resources.** Offers associated with a resource participating in the Forward Capacity Auction as a Conditional Qualified New Resource pursuant to Section III.13.1.1.2.3(f) shall be addressed in the Forward Capacity Auction in accordance with the provisions of this Section III.13.2.3.2(f). The Project Sponsor shall offer such a Conditional Qualified New Resource into the Forward Capacity Auction in the same manner and pursuant to the same rules as other New Generating Capacity Resources, as described in Section III.13.2.3.2(a). An offer from at most one resource at a Conditional Qualified New Resource's location will be permitted to clear (receive a Capacity Supply Obligation for the associated Capacity Commitment Period) in the Forward Capacity Auction. As long as a positive quantity is offered at the End-of-Round Price in the final round of the Forward Capacity Auction by the resource having a higher queue priority at the Conditional Qualified New Resource's location, as described in Section III.13.1.1.2.3(f), then no capacity from the Conditional Qualified New Resource shall clear. If at any price greater than or equal to the End-of-Round Price in the final round of the Forward Capacity Auction, zero quantity is offered from the resource having higher queue priority at

the Conditional Qualified New Resource's location, as described in Section III.13.1.1.2.3(f), then the auctioneer shall consider capacity offered from the Conditional Qualified New Resource in the determination of clearing, including the application of Section III.13.2.7.

(g) **Mechanics.** Offers and bids that may be submitted during a round of the Forward Capacity Auction must be received between the starting time and ending time of the round, as announced by the auctioneer in advance. The ISO at its sole discretion may authorize a participant in the auction to complete or correct its submission after the ending time of a round, but only if the participant can demonstrate to the ISO's satisfaction that the participant was making reasonable efforts to complete a valid offer submission before the ending time of the round, and only if the ISO determines that allowing the completion or correction will not unreasonably disrupt the auction process. All decisions by the ISO concerning whether or not a participant may complete or correct a submission after the ending time of a round are final.

III.13.2.3.3. Step 3: Determination of the Outcome of Each Round.

The auctioneer shall use the offers and bids for the round as described in Section III.13.2.3.2 to determine the aggregate supply curves for the New England Control Area and for each modeled Capacity Zone included in the round. The aggregate supply curve for the New England Control Area (the "Total System Capacity") shall reflect at each price the sum of (the amount of capacity offered in all Capacity Zones modeled as import-constrained Capacity Zones at that price (excluding capacity offered from New Import Capacity Resources and Existing Import Capacity Resources)) plus (the amount of capacity offered in the Rest-of-Pool Capacity Zone at that price (excluding capacity offered from New Import Capacity Resources and Existing Import Capacity Resources)) plus (for each Capacity Zone modeled as an export-constrained Capacity Zone, the lesser of the amount of capacity offered in the Capacity Zone at that price (excluding capacity offered from New Import Capacity Resources and Existing Import Capacity Resources) or the Capacity Zone's Maximum Capacity Limit) plus (for each interface between the New England Control Area and an external Control Area, the lesser of that interface's approved capacity transfer limit (net of tie benefits) or the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources). In computing the Total System Capacity, capacity associated with any New Capacity Offer at any price greater than the Forward Capacity Auction Starting Price will not be included in the tally of total capacity at the Forward Capacity Auction Starting Price for that Capacity Zone. In no event shall the Capacity Clearing Price for a Capacity Zone be greater than the Forward Capacity Auction Starting Price for that Capacity Zone. On the basis of these aggregate supply

curves, the auctioneer shall determine the outcome of the round for each modeled Capacity Zone as follows:

(a) **Import-Constrained Capacity Zones.**

For a Capacity Zone modeled as an import-constrained Capacity Zone, if either of the following two conditions is met during the round:

- (1) the aggregate supply curve for the import-constrained Capacity Zone, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the Capacity Zone's Local Sourcing Requirement; or
- (2) the Total System Capacity, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the amount of capacity determined by the System-Wide Capacity Demand Curve;

then the Forward Capacity Auction for that Capacity Zone is concluded and such Capacity Zone will not be included in further rounds of the Forward Capacity Auction. The Capacity Clearing Price for that Capacity Zone shall be set at the highest price at which either of the two conditions above are satisfied, subject to the other provisions of this Section III.13.2. If neither of the two conditions above are met in the round, then the auctioneer shall publish the quantity of system-wide excess supply at the End-of-Round Price (the amount of capacity offered at the End-of-Round Price in all modeled Capacity Zones minus the amount of capacity determined by the System-Wide Capacity Demand Curve at the End-of-Round Price) and the quantity of capacity from Demand Resources by type at the End-of-Round Price, and that Capacity Zone will be included in the next round of the Forward Capacity Auction.

(b) **Rest-of-Pool Capacity Zone.** For the Rest-of-Pool Capacity Zone, if the Total System Capacity adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the amount of capacity determined by the System-Wide Capacity Demand Curve, then the Forward Capacity Auction for the Rest-of-Pool Capacity Zone is concluded and the Rest-of-Pool Capacity Zone will not be included in further rounds of the Forward Capacity Auction. The Capacity Clearing Price for the Rest-of-Pool Capacity Zone shall be set at the highest price at which the Total System Capacity is less

than or equal to the amount of capacity determined by the System-Wide Capacity Demand Curve, subject to the other provisions of this Section III.13.2. If the Total System Capacity exceeds the amount of capacity determined by the System-Wide Capacity Demand Curve at the End-of-Round Price, then the auctioneer shall publish the quantity of system-wide excess supply at the End-of-Round Price (the amount of capacity offered at the End-of-Round Price in all modeled Capacity Zones minus the amount of capacity determined by the System-Wide Capacity Demand Curve at the End-of-Round Price) and the quantity of capacity from Demand Resources by type at the End-of-Round Price, and the Rest-of-Pool Capacity Zone will be included in the next round of the Forward Capacity Auction.

(c) **Export-Constrained Capacity Zones.** For a Capacity Zone modeled as an export-constrained Capacity Zone, if both of the following two conditions are met during the round:

(i) the aggregate supply curve for the export-constrained Capacity Zone, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), is equal to or below the Capacity Zone's Maximum Capacity Limit; and

(ii) the Total System Capacity, adjusted as necessary in accordance with Section III.13.2.6 (Capacity Rationing Rule), equals or is less than the amount of capacity determined by the System-Wide Capacity Demand Curve;

then the Forward Capacity Auction for that Capacity Zone is concluded and such Capacity Zone will not be included in further rounds of the Forward Capacity Auction. The Capacity Clearing Price for that Capacity Zone shall be set at the highest price at which both of the conditions above are satisfied, subject to the other provisions of this Section III.13.2. If it is not the case that both of the two conditions above are satisfied in the round, then the auctioneer shall publish the quantity of system-wide excess supply at the End-of-Round Price (the amount of capacity offered at the End-of-Round Price in all modeled Capacity Zones minus the amount of capacity determined by the System-Wide Capacity Demand Curve) and the quantity of excess supply in the export-constrained Capacity Zone (the amount of capacity offered at the End-of-Round Price in the export-constrained Capacity Zone minus the Maximum Capacity Limit of the export-constrained Capacity Zone) and the quantity of capacity from Demand Resources by type at the End-of-Round Price, and that Capacity Zone will be included in the next round of the Forward Capacity Auction.

(d) **Treatment of Import Capacity.** Where the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over an interface between the New England Control Area and an external Control Area is less than or equal to that interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), then the capacity offers from those resources shall be treated as capacity offers in the modeled Capacity Zone associated with that interface. Where the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over an interface between the New England Control Area and an external Control Area is greater than that interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), then the following provisions shall apply (separately for each such interface):

(i) For purposes of determining which capacity offers from the New Import Capacity Resources and Existing Import Capacity Resources over the interface shall clear and at what price, the offers over the interface shall be treated in the descending-clock auction as if they comprised a separately-modeled export-constrained capacity zone, with an aggregate supply curve consisting of the offers from the New Import Capacity Resources and Existing Import Capacity Resources over the interface.

(ii) The amount of capacity offered over the interface that will be included in the aggregate supply curve of the modeled Capacity Zone associated with the interface shall be the lesser of the following two quantities: the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over the interface; and the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF).

(iii) The Forward Capacity Auction for New Import Capacity Resources and Existing Import Capacity Resources over the interface is concluded when the following two conditions are both satisfied: the amount of capacity offered from New Import Capacity Resource and Existing Import Capacity Resources over the interface is less than or equal to the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF); and the Forward Capacity Auction is concluded in the modeled Capacity Zone associated with the interface.

(e) **Treatment of Export Capacity.** Any Export Bid or any Administrative Export De-List Bid that is used to export capacity through an export interface connected to an import-constrained Capacity Zone

from another Capacity Zone, or through an export interface connected to the Rest-of-Pool Capacity Zone from an export-constrained Capacity Zone in the Forward Capacity Auction will be modeled in the Capacity Zone where the export interface that is identified in the Existing Capacity Qualification Package is located. The Export Bid or Administrative Export De-List Bid clears against the Capacity Clearing Price in the Capacity Zone where the Export Bid or Administrative Export De-List Bid is modeled.

(i) Then the MW quantity equal to the relevant Export Bid or Administrative Export De-List Bid from the resource associated with the Export Bid or Administrative Export De-List Bid will be de-listed in the Capacity Zone where the resource is located. If the export interface is connected to an import-constrained Capacity Zone, the MW quantity procured will be in addition to the Local Sourcing Requirement of the import-constrained Capacity Zone.

(ii) If the Export Bid or Administrative Export De-List Bid does not clear, then the resource associated with the Export Bid or Administrative Export De-List Bid will not be de-listed in the Capacity Zone where the resource is located.

(f) **Treatment of Real-Time Emergency Generation Resources.** In determining when the Forward Capacity Auction is concluded, no more than 600 MW of capacity from Real-Time Emergency Generation Resources shall be counted towards meeting the cleared amount of capacity determined by the System-Wide Capacity Demand Curve. If the sum of the Capacity Supply Obligations of Real-Time Emergency Generation Resources exceeds 600 MW, the Capacity Clearing Price, or in the case of Inadequate Supply or Insufficient Competition, the payment as described in Section III.13.2.8, (as adjusted pursuant to Section III.13.2.7.3(b)) paid to all Real-Time Emergency Generation Resources shall be adjusted by the ratio of 600 MW divided by the total of the final Capacity Supply Obligations of Real-Time Emergency Generation Resources. The acceptance of a Real-Time Emergency Generation Resource Static De-list Bid, Dynamic De-list Bid, or Permanent De-list Bid shall be based on the effective Capacity Clearing Price as described in Section III.13.2.7.

III.13.2.3.4. Determination of Final Capacity Zones.

(a) For all Forward Capacity Auctions up to and including the sixth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2015), after the Forward Capacity Auction is concluded for all modeled Capacity Zones, the final set of distinct Capacity Zones that will be used for all purposes associated with the relevant Capacity Commitment Period, including for the purposes of reconfiguration auctions and Capacity Supply Obligation Bilaterals, shall be those having distinct

Capacity Clearing Prices as a result of constraints between modeled Capacity Zones binding in the running of the Forward Capacity Auction. Where a modeled constraint does not bind in the Forward Capacity Auction, and as a result adjacent modeled Capacity Zones clear at the same Capacity Clearing Price, those modeled Capacity Zones shall be a single Capacity Zone used for all purposes of the relevant Capacity Commitment Period, including for the purposes of reconfiguration auctions and Capacity Supply Obligation Bilaterals.

(b) For all Forward Capacity Auctions beginning with the seventh Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2016) the final set of distinct Capacity Zones that will be used for all purposes associated with the relevant Capacity Commitment Period, including for the purposes of reconfiguration auctions and Capacity Supply Obligation Bilaterals, shall be those described in Section III.12.4.

III.13.2.4. Forward Capacity Auction Starting Price and the Cost of New Entry.

The Forward Capacity Auction Starting Price is max [1.6 multiplied by Net CONE, CONE]. References in this Section III.13 to the Forward Capacity Auction Starting Price shall mean the Forward Capacity Auction Starting Price for the Forward Capacity Auction associated with the relevant Capacity Commitment Period.

CONE for the Forward Capacity Auction for the Capacity Commitment Period beginning on June 1, 2018 is \$14.04/kW-month

Net CONE for the Forward Capacity Auction for the Capacity Commitment Period beginning on June 1, 2018 is \$11.08/kW-month

CONE and Net CONE shall be recalculated using updated data coincident with the recalculation of Offer Review Trigger Prices pursuant to Section III.A.21.1.2. Whenever these values are recalculated, the ISO will review the results of the recalculation with stakeholders and the new values will be filed with the Commission prior to the Forward Capacity Auction in which the new value is to apply

Between recalculations, CONE and Net CONE will be adjusted for each Forward Capacity Auction pursuant to Section III.A.21.1.2(e), except that the energy and ancillary services offset will be adjusted using publicly available data for Mass Hub On-Peak electricity futures through the commitment period of

the FCA and will not be adjusted based on natural gas prices. The adjusted CONE and Net CONE values will be published on the ISO's web site.

III.13.2.5. Treatment of Specific Offer and Bid Types in the Forward Capacity Auction.

III.13.2.5.1. Offers from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources.

A New Capacity Offer (other than one from a Conditional Qualified New Resource) clears (receives a Capacity Supply Obligation for the associated Capacity Commitment Period) in the Forward Capacity Auction if the Capacity Clearing Price is greater than or equal to the price specified in the offer, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6. An offer from a Conditional Qualified New Resource clears (receives a Capacity Supply Obligation for the associated Capacity Commitment Period) in the Forward Capacity Auction, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6, if all of the following conditions are met: (i) the Capacity Clearing Price is greater than or equal to the price specified in the offer; (ii) capacity from that resource is considered in the determination of clearing as described in Section III.13.2.3.2(f); and (iii) such offer minimizes the costs for the associated Capacity Commitment Period, subject to Section III.13.2.7.7(c).

The amount of capacity that receives a Capacity Supply Obligation through the Forward Capacity Auction shall not exceed the quantity of capacity offered from the New Generating Capacity Resource, New Import Capacity Resource, or New Demand Resource at the Capacity Clearing Price.

III.13.2.5.2. Bids and Offers from Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources.

III.13.2.5.2.1. Permanent De-List Bids.

Except as provided in Section III.13.2.5.2.5 and Section III.13.2.5.2.7, a Permanent De-List Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) if the Capacity Clearing Price is less than or equal to the price specified in the bid, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6.

III.13.2.5.2.2. Static De-List Bids and Export Bids.

Except as provided in Section III.13.2.5.2.5 and Section III.13.2.5.2.7, a Static De-List Bid or an Export Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) if the Capacity Clearing Price is less than or equal to the price specified in the bid, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6.

III.13.2.5.2.3. Dynamic De-List Bids.

A Dynamic De-List Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) if the Capacity Clearing Price is less than or equal to the price specified in the bid, except possibly as a result of the Capacity Rationing Rule described in Section III.13.2.6. If more Dynamic De-List Bids are submitted at a price than are needed to clear the market, such Dynamic De-List Bids shall be cleared pro-rata, but in no case less than a resource's Economic Minimum Limit.

III.13.2.5.2.4. Administrative Export De-List Bids.

An Administrative Export De-List Bid clears in the Forward Capacity Auction (does not receive a Capacity Supply Obligation for the associated Capacity Commitment Period) regardless of the Capacity Clearing Price and regardless of whether there is Inadequate Supply or Insufficient Competition in the Capacity Zone.

III.13.2.5.2.5. Bids Rejected for Reliability Reasons.

The ISO shall review each Non-Price Retirement Request, Permanent De-List Bid, Static De-List Bid, Export Bid, Administrative Export De-List Bid, and Dynamic De-List Bid entered into the Forward Capacity Auction to determine whether the capacity associated with that Non-Price Retirement Request or de-list bid is needed for reliability reasons during the Capacity Commitment Period associated with the Forward Capacity Auction. The capacity shall be deemed needed for reliability reasons if the absence of the capacity would result in the violation of any NERC or NPCC criteria, or ISO New England System Rules. Non-Price Retirement Requests and de-list bids shall only be rejected pursuant to this Section III.13.2.5.2.5 for the sole purpose of addressing a local reliability issue, and shall not be rejected solely on the basis that acceptance of the Non-Price Retirement Request or de-list bid may result in the procurement of less capacity than the Local Sourcing Requirement for Capacity Zones. Where a Non-Price Retirement Request would otherwise be accepted, or a Permanent De-List Bid, Static De-List Bid, Export Bid, Administrative Export De-List Bid, or Dynamic De-List Bid would otherwise clear in the Forward Capacity Auction, but the ISO has determined that some or all of the capacity associated with the Non-

Price Retirement Request or de-list bid is needed for reliability reasons, then the de-list bid having capacity needed for reliability will not clear in the Forward Capacity Auction and the Non-Price Retirement Request will not be approved as described in Section III.13.1.2.3.1.5.3, and the following provisions will apply:

(a) The Lead Market Participant shall be notified that its de-list bid did not clear for reliability reasons at the later of: (i) immediately after the end of the Forward Capacity Auction round in which the auction price reaches the price of the de-list bid; or (ii) as soon as practicable after the time at which the ISO has determined that the de-list bid must be rejected for reliability reasons. In no event, however, shall a Lead Market Participant be notified that a bid submitted pursuant to Section III.13.1.2.5 and accepted in the qualification process for an Existing Generating Capacity Resource did not clear for reliability reasons if the associated New Generating Capacity Resource remains in the Forward Capacity Auction. In such a case, the Lead Market Participant shall be notified that its bid did not clear for reliability reasons at the later of: (i) immediately after the end of the Forward Capacity Auction round in which the auction price reaches the price of the bid; (ii) immediately after the end of the Forward Capacity Auction round in which the associated New Generating Capacity Resource is fully withdrawn (that is, the Forward Capacity Auction reaches a price at which the resource's New Capacity Offer is zero capacity); or (iii) as soon as practicable after the time at which the ISO has determined that the bid must be rejected for reliability reasons.

(i) In the case of Non-Price Retirement Request, the Lead Market Participant will be notified whether or not the request has been rejected for reliability reasons within 90 days of the submission of the request.

(b) A resource that has a de-list bid rejected pursuant to this Section III.13.2.5.2.5 shall be compensated pursuant to the terms set out in Section III.13.2.5.2.5.1. An Existing Generating Capacity Resource or Existing Demand Resource that has a Non-Price Retirement Request rejected pursuant to this Section III.13.2.5.2.5 shall have the option to retire pursuant to Section III.2.5.2.5.3(a)(iii) or to continue operation and be compensated pursuant to Section III.13.2.5.2.5.1. A resource receiving payment under this Section III.13.2.5.2.5 and Section III.13.2.5.2.5.1 shall have Capacity Supply Obligations as described in Section III.13.6.1.

(c) The ISO shall review the results of each annual reconfiguration auction and determine whether the reliability need which prevented the de-listing of the resource has been met through the annual

reconfiguration auction. The ISO may also attempt to address the reliability concern through other reasonable means (including transmission enhancements).

(d) If the reliability need that prevented the de-listing of the resource is met through a reconfiguration auction or other means, the resource shall be de-listed, be relieved of its Capacity Supply Obligation and no longer be eligible to receive the compensation specified in Section III.13.2.5.2.5(b). The ISO shall enter bids at the Forward Capacity Auction Starting Price to replace the capacity on behalf of load in subsequent annual reconfiguration auctions associated with the Capacity Commitment Period (and subsequent Capacity Commitment Periods, in the case of a Permanent De-List Bid).

(e) If a Permanent De-List Bid that would otherwise clear in a Forward Capacity Auction or a Non-Price Retirement Request is rejected for reliability reasons, that resource, or portion thereof, as applicable, is no longer eligible to participate as an Existing Generating Capacity Resource in any reconfiguration auction, Forward Capacity Auction or Capacity Supply Obligation Bilateral for that and subsequent Capacity Commitment Periods. If the resource, or portion thereof, continues to be needed for reliability reasons, it shall be counted as capacity in the Forward Capacity Auction and shall be compensated as described in Section III.13.2.5.2.5.1 until such time as it is no longer needed for reliability reasons.

(f) [Reserved.]

(g) The ISO shall review with the Reliability Committee (i) the status of any prior rejected delist bids reported to the Commission in an FCA results filing pursuant to Section 13.8.2, and (ii) the status of any Non-Price Retirement Request that has been rejected for reliability reasons and has elected to continue to operate, prior to the New Capacity Qualification Deadline in accordance with Section 4.1(c) of Attachment K of the ISO OATT.

In instances where an identified reliability need results in the rejection of a Non-Price Retirement Request, or the rejection of a Permanent De-List Bid, Export Bid, Administrative Export De-List Bid, Static De-List Bid, or Dynamic De-List Bid while executing an FCA, the ISO shall (i) review each specific reliability need with the Reliability Committee in accordance with the timing provided for in the ISO New England Operating Documents and, (ii) update the current system Needs Assessments pursuant to Section 4.1(c) of Attachment K of the ISO OATT. For de-list bids, this review and update will follow ISO's filing of the FCA results with the Commission pursuant to Section 13.8.2. System needs associated with Non-Price Retirement Requests that are rejected for reliability reasons will be reviewed with the

Reliability Committee prior to the notification of the Lead Market Participant that has submitted the Non-Price Retirement Request consistent with Section 13.2.5.2.5(a)(i).

III.13.2.5.2.5.1. Compensation for Bids Rejected for Reliability Reasons.

(a)(i) In cases where a Static De-List Bid, Export Bid, Administrative Export De-List Bid, Dynamic De-List Bid, or partial Permanent De-List Bid would otherwise clear in the Forward Capacity Auction but the de-list bid has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource qualifies for payment under Section III.13.2.5.2.5.1(a)(ii), the resource will be paid by the ISO in the same manner as all other capacity resources, except that payment shall be made on the basis of its de-list bid as accepted for the Forward Capacity Auction for the relevant Capacity Commitment Period instead of the Forward Capacity Market Clearing Price. Under this Section, accepted Dynamic De-list Bids filed with the Commission as part of the FCA results filing are subject to review and approval by the Commission pursuant to the “just and reasonable” standard of Section 205 of the Federal Power Act.

(a)(ii) A resource will qualify for payment under Section III.13.2.5.2.5.1(a)(i) if the ISO has not notified the resource that it is no longer needed for reliability reasons by 12:00 a.m. on June 1 of the year preceding the commencement of the Capacity Commitment Period for which the de-list bid was rejected. Once qualified under this Section III.13.2.5.2.5.1(a)(ii), the resource will have a Capacity Supply Obligation for the 12-month Capacity Commitment Period for which the de-list bid was rejected.

(b)(i) In cases where a Permanent De-List Bid for the capacity of an entire resource would otherwise clear in the Forward Capacity Auction but the Permanent De-List Bid has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource qualifies for payment under Section III.13.2.5.2.5.1(b)(ii), the resource will be paid either (i) in the same manner as all other capacity resources, except that payment shall be made on the basis of its de-list bid as accepted for the Forward Capacity Auction for the relevant Capacity Commitment Period instead of the Forward Capacity Market Clearing Price or (ii) under the terms of a cost-of-service agreement pursuant to Section III, Appendix I. Resources must notify the ISO of their election within six months after the ISO files the results of the relevant Forward Capacity Auction with the Commission. A resource that has had a Permanent De-List Bid rejected for reliability reasons and does not notify the ISO of its election as described in this paragraph will be paid on the basis of the resource’s Permanent De-List Bid as accepted for the Forward Capacity Auction. Cost-of-service agreements must be filed with and approved by the Commission, and cost-of-service compensation may not commence until the Commission has approved the use of cost-of-service rates for the unit in question or has accepted the use of the cost-of-service rates subject to refund

while the rate is reviewed. In no event will payment under the cost-of-service agreement start prior to the start of the relevant Capacity Commitment Period for which the Permanent De-List Bid was submitted. Resources that elect payment based on the accepted Permanent De-List Bid may file with the Commission pursuant to Section 205 of the Federal Power Act to update its Permanent De-List Bid if the unit is retained for reliability for a period longer than the Capacity Commitment Period for which the Permanent De-List Bid was originally submitted.

(b)(ii) A resource will qualify for payment under Section III.13.2.5.2.5.1(b)(i) if the ISO has not notified the resource that it is no longer needed for reliability reasons by 12:00 a.m. on June 1 of the year preceding the commencement of the Capacity Commitment Period for which the Permanent De-List Bid was rejected. Once qualified under this Section III.13.2.5.2.5.1(b)(ii), the resource will have a Capacity Supply Obligation for the 12-month Capacity Commitment Period for which the Permanent De-List Bid was rejected. If a resource continues to be needed for reliability in Capacity Commitment Periods following the Capacity Commitment Period for which the Permanent De-List Bid was rejected, payment pursuant to Section III.13.2.5.2.5.1(b)(i) will continue and will terminate upon 120 day notice from the ISO to the resource that it is no longer needed for reliability.

(c)(i) In cases where a Non-Price Retirement Request for less than the entire resource has been submitted and the request has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource has not elected to retire pursuant to Section III.13.2.5.2.5.3(a)(iii), the resource will continue to be paid in the same manner as other listed capacity resources until such time as the resource is no longer needed for reliability. In cases where a Non-Price Retirement Request for the entire resource has been submitted and the request has been rejected for reliability reasons pursuant to Section III.13.2.5.2.5 and the resource has not elected to retire pursuant to Section III.13.2.5.2.5.3(a)(iii), the resource may elect to either (i) continue to be paid in the same manner as other listed capacity resources until such time as the resource is no longer needed for reliability, or (ii) the resource may elect to receive cost-of-service compensation pursuant to Section III, Appendix I. Resources must notify the ISO of their election within six months after the ISO files the results of the relevant Forward Capacity Auction with the Commission. A resource that has had a Non-Price Retirement Request rejected for reliability reasons and does not notify the ISO of its election as described in this paragraph will be paid in the same manner as other listed capacity resources. Cost-of-service agreements must be filed with and approved by the Commission, and cost-of-service compensation may not commence until the Commission has approved the use of cost-of-service rates for the unit in question or has accepted subject to refund while the rate is reviewed. In no

event will compensation under the cost-of-service agreement start prior to the start of the relevant Capacity Commitment Period for which the Non-Price Retirement Request was rejected.

(c)(ii) A resource will qualify for payment under Section III.13.2.5.2.5.1(c)(i) if the ISO has not notified the resource that it is no longer needed for reliability reasons by 12:00 a.m. on June 1 of the year preceding the commencement of the Capacity Commitment Period for which the Non-Price Retirement Request was rejected. Once qualified under this Section III.13.2.5.2.5.1(c)(ii), compensation will be provided for the 12-month Capacity Commitment Period for which the Non-Price Retirement Request was rejected. If a resource continues to be needed for reliability in Capacity Commitment Periods following the Capacity Commitment Period for which the Non-Price Retirement Request was rejected, payment pursuant to Section III.13.2.5.2.5.1 will continue and will terminate upon 120 day notice from the ISO to the resource that it is no longer needed for reliability.

(d) The difference between payments based on resource de-list bids or cost-of-service compensation as detailed in this Section III.13.2.5.2.5.1 and payments based on the market clearing price for the Forward Capacity Market under this Section III.13.2.5.2.5.1 shall be allocated to Regional Network Load within the affected Reliability Region.

(e) **Compensation for Existing Generating Capacity Resources at Stations with Common Costs that are Retained for Reliability.** If a Static De-List Bid or Permanent De-List Bid from an Existing Generating Capacity Resource that is associated with a Station having Common Costs is rejected for reliability reasons, the Existing Generating Capacity Resource will be paid as follows: (i) if one or more Existing Generating Capacity Resources at the Station assume a Capacity Supply Obligation through the normal clearing of the Forward Capacity Auction and one or more Existing Generating Capacity Resources are retained for reliability, then the Existing Generating Capacity Resources retained for reliability will be paid the sum of the Asset-Specific Going Forward Costs for the assets comprising that Existing Generating Capacity Resource; or (ii) if no Existing Generating Capacity Resources at the Station assumes a Capacity Supply Obligation through the normal clearing of the Forward Capacity Auction and one or more Existing Generating Capacity Resources are retained for reliability, then each Existing Generating Capacity Resource retained for reliability will be paid the sum of the Asset-Specific Going Forward Costs for the assets associated with that Existing Generating Capacity Resource plus a portion of the Station Going Forward Common Costs (such that the full amount of Station Going Forward Common Costs are allocated to the Existing Generating Capacity Resources retained for reliability).

III.13.2.5.2.5.2. Incremental Cost of Reliability Service From Non-Price Retirement Request Resources:

In cases where an Existing Generating Capacity Resource or Existing Demand Resource has had a Non-Price Retirement Request for the entire resource rejected for reliability reasons pursuant to Section III.13.2.5.2.5, does not elect to retire pursuant to Section III.13.2.5.2.5.3(a)(iii), and must make a capital improvement to the unit to remain in operation in order to continue to operate to meet the reliability need identified by the ISO, the resource may make application to the Commission pursuant to Section 205 of the Federal Power Act to receive just and reasonable compensation of the capital investment pursuant to the following:

(a) **Notice to State Utility Commissions, the ISO and Stakeholder Committees of Expectation that a Capital Expense will be Necessary to Meet the Reliability Need Identified by the ISO:** A resource seeking to avail itself of the recovery mechanism provided in this Section must notify the state utility commissions in the states where rate payers will fund the capital improvement, the ISO, and the Participants Committee of its intent to make the capital expenditure and the need for the expenditure. This notification must be made at least 120 days prior to the resource making the capital expenditure.

(b) **Required Showing Made to the Federal Energy Regulatory Commission:** In order to receive just and reasonable compensation for a capital expenditure under this Section, a resource must file an explanation of need with the Commission that explains why the capital expenditure is necessary in order to meet the reliability need identified by the ISO. This showing must demonstrate that the expenditure is reasonably determined to be the least-cost commercially reasonable option consistent with Good Utility Practice to meet the reliability need identified by the ISO. If the resource elects cost-of-service treatment pursuant to Section III.13.2.5.2.5.1(c), the Incremental Cost of Reliability Service filing described in this Section must be made separately from and may be made in advance of the resource's cost-of-service filing.

(c) **Allocation:** Costs of capital expenditures approved by the Commission under this provision shall be allocated to Regional Network Load within the affected Reliability Region.

III.13.2.5.2.5.3. Retirement of Resources

(a)(i) A resource, or portion thereof, that submits a Non-Price Retirement Request pursuant to Section III.13.1.2.3.1.5 will be retired coincident with the commencement of the Capacity Commitment Period for which the Non-Price Retirement Request is submitted if the request is approved, or if not approved the

resource nonetheless elects to retire pursuant to Section III.13.2.5.2.5.3(a)(iii). If the Non-Price Retirement Request is approved after the resource has a Capacity Supply Obligation for the Capacity Commitment Period for which the Non-Price Retirement Request was submitted, the resource, or portion thereof, will be retired coincident with the end of Capacity Supply Obligation under Section III.13.2.5.2.5.1(c)(ii). The interconnection rights, or relevant portion thereof, for the resource will terminate and the status of the resource, or portion thereof, will be converted to retired on the date of retirement, consistent with the provisions of Schedules 22 and 23 of the OATT.

(a)(ii) An Existing Generating Capacity Resource or Existing Demand Resource with an approved Non-Price Retirement Request may retire the resource, or portion thereof, earlier than the Capacity Commitment Period for which its Non-Price Retirement Request has been approved if it is able to transfer the relevant Capacity Supply Obligation of the resource to another resource through one or more approved Capacity Supply Obligation Bilateral transactions as described in Section III.13.5.1 or reconfiguration auctions as described in Section III.13.4.1. A resource, or portion thereof, electing to retire pursuant to this provision must notify the ISO in writing of its election to retire and the date of retirement. The interconnection rights, or relevant portion thereof, for the resource will terminate and the status of the resource, or portion thereof, will be converted to retired on the date of retirement, consistent with the provisions of Schedules 22 and 23 of the OATT.

(a)(iii) In cases where an Existing Generating Capacity Resource or Existing Demand Resource has submitted a Non-Price Retirement Request and the request is not approved because the resource is determined to be needed for reliability pursuant to Section III.13.2.5.2.5, the portion of the resource subject to the Non-Price Retirement Request may nonetheless retire as permitted by applicable law coincident with the commencement of the Capacity Commitment Period for which the Non-Price Retirement Request is submitted by notifying ISO no later than 15 days prior to commencement of the relevant Forward Capacity Auction. Such an election will be binding. A resource making an election pursuant to this Section III.13.2.5.2.5.3(a)(iii) will not be eligible for compensation pursuant to Sections III.13.2.5.2.5.1 or III.13.2.5.2.5.2. The interconnection rights, or relevant portion thereof, for the resource will terminate and the status of the resource, or portion thereof, will be converted to retired on the date of retirement, consistent with the provisions of Schedules 22 and 23 of the OATT.

(b)(i) A resource that has submitted a non-partial Permanent De-List Bid that has cleared in the Forward Capacity Auction may retire the resource as of the Capacity Commitment Period for which its Permanent De-List Bid has cleared or earlier as described in Section III.13.2.5.2.5.3(b)(ii) by notifying

the ISO in writing of its election to retire and the date of retirement. The date specified for retirement is subject to the limit for resource inactivity set out in Section III.13.2.5.2.5.3(d). The interconnection rights for the resource will terminate and the status of the resource will be converted to retired on the date of retirement.

(b)(ii) A resource with a cleared non-partial Permanent De-List Bid may retire the resource earlier than the Capacity Commitment Period for which its Permanent De-List Bid has cleared if it is able to transfer the entire Capacity Supply Obligation of the resource to another resource through one or more approved Capacity Supply Obligation Bilateral transactions as described in Section III.13.5.1 or reconfiguration auctions as described in Section III.13.4. A resource electing to retire pursuant to this provision must notify ISO in writing of its election to retire and the date of retirement. The interconnection rights for the resource will terminate and the status of the resource will be converted to retired on the date on retirement.

(c) A resource that has never been counted as a capacity resource may retire the asset by notifying the ISO in writing of its election to retire and the date of retirement. The date specified for retirement is subject to the limit for resource inactivity set out in Section III.13.2.5.2.5.3(d). The interconnection rights for the resource will terminate and the status of the resource will be converted to retired on the date of retirement.

(d) A resource that does not operate commercially for a period of three calendar years will be deemed by the ISO to be retired. The interconnection rights for the unit will terminate and the status of the unit will be converted to retired on the date of retirement. Where a generator has submitted an application to repower under Schedule 22 or 23 of the OATT, the current interconnection space will be maintained beyond the three years unless the application under Schedule 22 or 23 is withdrawn voluntarily or by the operation of those provisions. Where an application is withdrawn under Schedule 22 or 23, the three year period will be calculated from the last day of commercial operation of the resource.

III.13.2.5.2.6. [Reserved.]

III.13.2.5.2.7. Treatment of De-List and Export Bids When the Capacity Clearing Price is Set Administratively.

Where the Capacity Clearing Price is set pursuant to Section III.13.2.7.9 (Capacity Carry Forward Rule), or where payments are set pursuant to Section III.13.2.8 (Inadequate Supply and Insufficient

Competition), and as a result a Permanent De-List Bid, Static De-List Bid, or Export Bid clears that would not otherwise have cleared, then the de-listed or exported capacity will not be replaced in the current Forward Capacity Auction (that is, the amount of capacity procured in the Forward Capacity Auction shall be the Local Sourcing Requirement, as appropriate, minus the amount of the de-listed or exported capacity that results from the application of administratively determined prices) and shall be included in subsequent annual reconfiguration auctions (that is, the amount of capacity procured in subsequent annual reconfiguration auctions shall be increased by the amount of the de-listed or exported capacity).

III.13.2.6. Capacity Rationing Rule.

Except for Dynamic De-List Bids, Export Bids, and offers from New Import Capacity Resources that are subject to rationing pursuant to Section III.13.1.3.5.8 and Existing Import Capacity Resources that are subject to rationing pursuant to Section III.13.1.3.3.A, offers and bids in the Forward Capacity Auction must clear or not clear in whole, unless the offer or bid specifically indicates that it may be rationed. A resource may elect to be rationed to either its Economic Minimum Limit or a level above its Economic Minimum Limit. These levels are submitted pursuant to Section III.13.1.1.2.2.3. Offers from New Import Capacity Resources and Existing Import Capacity Resources will not be rationed where such rationing would violate any applicable physical minimum flow requirements on the associated interface. Export Bids may elect to be rationed generally, but regardless of such election will always be subject to potential rationing where the associated external interface binds. If more Dynamic De-List Bids are submitted at a price than are needed to clear the market, the bids shall be cleared pro-rata, subject to honoring the Economic Minimum Limit of the resources. Where an offer or bid may be rationed, such rationing may not result in procuring an amount of capacity that is below the associated resource's Economic Minimum Limit.

III.13.2.7. Determination of Capacity Clearing Prices.

The Capacity Clearing Price in each Capacity Zone shall be the price established by the descending clock Forward Capacity Auction as described in Section III.13.2.3, subject to the other provisions of this Section III.13.2.

III.13.2.7.1. Import-Constrained Capacity Zone Capacity Clearing Price Floor.

The Capacity Clearing Price in an import-constrained Capacity Zone shall not be lower than the Capacity Clearing Price in the Rest-of-Pool Capacity Zone. If after the Forward Capacity Auction is conducted, the Capacity Clearing Price in an import-constrained Capacity Zone is less than the Capacity Clearing Price

in the Rest-of-Pool Capacity Zone, all resources clearing in the import-constrained Capacity Zone shall be paid based on the Capacity Clearing Price in the Rest-of-Pool Capacity Zone during the associated Capacity Commitment Period.

III.13.2.7.2. Export-Constrained Capacity Zone Capacity Clearing Price Ceiling.

The Capacity Clearing Price in an export-constrained Capacity Zone shall not be higher than the Capacity Clearing Price in the Rest-of-Pool Capacity Zone. If after the Forward Capacity Auction is conducted, the Capacity Clearing Price in an export-constrained Capacity Zone is higher than the Capacity Clearing Price in the Rest-of-Pool Capacity Zone, all resources clearing in the export-constrained Capacity Zone shall be paid based on the Capacity Clearing Price in the Rest-of-Pool Capacity Zone during the associated Capacity Commitment Period.

III.13.2.7.3. Capacity Clearing Price Floor.

In the Forward Capacity Auctions for the Capacity Commitment Periods beginning on June 1, 2013, June 1, 2014, June 1, 2015, and June 1, 2016 only, the following additional provisions regarding the Capacity Clearing Price shall apply in all Capacity Zones (and in the application of Section III.13.2.3.3(d)(iii)):

(a) [Reserved.]

(b) The Capacity Clearing Price shall not fall below 0.6 times CONE (or in the case of the Forward Capacity Auction for the Capacity Commitment Period beginning June 1, 2016 below \$3.15). Where the Capacity Clearing Price reaches 0.6 times CONE (or in the case of the Forward Capacity Auction for the Capacity Commitment Period beginning June 1, 2016 reaches \$3.15), offers shall be prorated such that no more than the Installed Capacity Requirement (net of HQICCs) is procured in the Forward Capacity Auction, as follows:

(i) The total payment to all listed capacity resources during the associated Capacity Commitment Period shall be equal to 0.6 times CONE (or in the case of the Forward Capacity Auction for the Capacity Commitment Period beginning June 1, 2016 shall be equal to \$3.15) times the Installed Capacity Requirement (net of HQICCs) applicable in the Forward Capacity Auction.

(ii) Payments to individual listed resources shall be prorated based on the total number of MWs of capacity clearing in the Forward Capacity Auction (receiving a Capacity Supply Obligation for the associated Capacity Commitment Period).

(iii) Suppliers may instead prorate their bid MWs of participation in the Forward Capacity Market by partially de-listing one or more resources. Regardless of any such proration, the full amount of capacity that cleared in the Forward Capacity Auction will be ineligible for treatment as new capacity in subsequent Forward Capacity Auctions (except as provided under Section III.13.1.1.1.2).

(iv) Any proration shall be subject to reliability review. Where proration is rejected for reliability reasons, the resource's payment shall not be prorated as described in subsection (ii) above, and the difference between its actual payment based on the Capacity Clearing Price and what its payment would have been had prorationing not been rejected for reliability reasons shall be allocated to Regional Network Load within the affected Reliability Region. In this case, the total payment described in subsection (i) above will increase accordingly.

(v) Any election to prorate bid MWs associated with a New Capacity Offer that clears in the Forward Capacity Auction shall also apply in subsequent Forward Capacity Auctions for Capacity Commitment Periods for which the Project Sponsor elected to have the Capacity Supply Obligation and Capacity Clearing Price continue to apply pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5.

III.13.2.7.3A Treatment of Imports.

At the Capacity Clearing Price, if the amount of capacity offered from New Import Capacity Resources and Existing Import Capacity Resources over an interface between an external Control Area and the New England Control Area is greater than that interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF):

(a) the full amount of capacity offered at that price from Existing Import Capacity Resources associated with contracts listed in Section III.13.1.3.3(c) shall clear, unless that amount of capacity is greater than the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), in which case the capacity offered at that price from Existing Import Capacity Resources associated with contracts listed in Section

III.13.1.3.3(c) shall be rationed such that the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF) is not exceeded; and

(b) if there is space remaining over the interface after the allocation described in subsection (a) above, then the capacity offered at that price from New Import Capacity Resources and Existing Import Capacity Resources other than Existing Import Capacity Resources associated with the contracts listed in Section III.13.1.3.3(c) will be rationed such that the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF) is not exceeded. If the capacity offered at that price by any single New Import Capacity Resource or Existing Import Capacity Resource that is not associated with the contracts listed in Section III.13.1.3.3(c) is greater than the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF), then the capacity offered by that resource that is above the interface's approved capacity transfer limit (net of tie benefits, or net of HQICC in the case of the Phase I/II HVDC-TF) shall not be included in the rationing.

III.13.2.7.4. Effect of Capacity Rationing Rule on Capacity Clearing Price.

Where the requirement that offers and bids clear or not clear in whole (Section III.13.2.6) prohibits the descending clock auction in its normal progression from clearing a Capacity Zone at the precise amount of capacity required, then the auctioneer shall analyze the aggregate supply curve to determine cleared capacity offers and Capacity Clearing Prices that result in procuring at least the amount of capacity required while seeking to maximize social surplus for the associated Capacity Commitment Period. In an import-constrained Capacity Zone, the clearing algorithm will not consider blocks of capacity not needed to meet the import-constrained Capacity Zone's Local Sourcing Requirement when price separation occurs between the import-constrained Capacity Zone and the Rest-of-Pool Capacity Zone. The clearing algorithm may result in offers below the Capacity Clearing Price not clearing, and in de-list bids below the Capacity Clearing Price clearing.

III.13.2.7.5. Effect of Decremental Repowerings on the Capacity Clearing Price.

Where the effect of accounting for certain repowering offers and bids (as described in Section III.13.2.3.2(e)) results in the auction not clearing at the lowest price for the required quantity of capacity, then the auctioneer will conduct additional auction rounds of the Forward Capacity Auction as necessary to minimize capacity costs.

III.13.2.7.6. Minimum Capacity Award.

Each offer (excluding offers from Conditional Qualified New Resources that do not satisfy the conditions specified in Sections III.13.2.5.1(i)-(iii)) clearing in the Forward Capacity Auction shall be awarded a Capacity Supply Obligation at least as great as the amount of capacity offered at the End-of-Round Price in the final round of the Forward Capacity Auction. For Intermittent Power Resources and Intermittent Settlement Only Resources, the Capacity Supply Obligation for months in the winter period (as described in Section III.13.1.5) shall be adjusted based on its winter Qualified Capacity as determined pursuant to Section III.13.1.1.2.2.6 and Section III.13.1.2.2.2.

III.13.2.7.7. Tie-Breaking Rules.

Where the provisions in this Section III.13.2 for clearing the Forward Capacity Auction (system-wide or in a single Capacity Zone) result in a tie – that is, where two or more resources offer sufficient capacity at prices that would clear the auction at the same minimum costs – the auctioneer shall apply the following rules (in sequence, as necessary) to determine clearing:

- (a) [Reserved.]
- (b) If multiple projects may be rationed, they will be rationed proportionately.
- (c) Where clearing either the offer associated with a resource with a higher queue priority at a Conditional Qualified New Resource’s location or the offer associated with the Conditional Qualified New Resource would result in equal costs, the offer associated with the resource with the higher queue priority shall clear.
- (d) The offer associated with the Project Sponsor having the lower market share in the capacity auction (including Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources) shall be cleared.

III.13.2.7.8. [Reserved.]

III.13.2.7.9 Capacity Carry Forward Rule.

III.13.2.7.9.1. Trigger.

The capacity carry forward rule shall be triggered in an import-constrained Capacity Zone if all of the following conditions are met:

- (a) the sum of the amount of New Capacity Required plus the amount of Permanent De-List Bids clearing in the Forward Capacity Auction in the Capacity Zone is less than or equal to zero;
- (b) there is not Inadequate Supply in the Forward Capacity Auction in the Capacity Zone; and
- (c) at the Capacity Clearing Price, the sum of the amount of New Capacity Required plus the amount of Permanent De-List Bids clearing in the Forward Capacity Auction plus the amount of capacity carried forward due to rationing is greater than zero. The amount of capacity carried forward due to rationing shall equal the amount of capacity above the Local Sourcing Requirement procured in that Capacity Zone in the previous Forward Capacity Auction as a result of the Capacity Rationing Rule.

III.13.2.7.9.2. Pricing.

If the capacity carry forward rule is triggered, then the Capacity Clearing Price for the Capacity Zone shall be the lesser of: (1) \$0.01 below the price at which the last New Generating Capacity Resource, New Import Capacity Resource, or New Demand Resource in the Capacity Zone to withdraw withdrew from the Forward Capacity Auction; or (2) the applicable Net CONE value; provided, however, that if in the Capacity Zone there is Insufficient Competition and no capacity offered from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources has been withdrawn from the Forward Capacity Auction, then the Capacity Clearing Price shall equal the applicable Net CONE value.

III.13.2.8. Inadequate Supply and Insufficient Competition.

In the case of either Inadequate Supply or Insufficient Competition, as defined in this Section III.13.2.8, the Forward Capacity Auction shall still be used to the extent possible; that is, the remedy for Inadequate Supply or Insufficient Competition shall be limited to import-constrained Capacity Zones having Inadequate Supply or Insufficient Competition.

III.13.2.8.1. Inadequate Supply.

III.13.2.8.1.1. Inadequate Supply in an Import-Constrained Capacity Zone.

An import-constrained Capacity Zone will be considered to have Inadequate Supply if at the Forward Capacity Auction Starting Price the amount of capacity offered in the import-constrained Capacity Zone through New Capacity Offers is less than the amount of New Capacity Required in that Capacity Zone. In an import-constrained Capacity Zone, “New Capacity Required” shall mean the Capacity Zone’s Local Sourcing Requirement, minus the total amount of capacity of Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources in the Capacity Zone (that is not permanently de-listed for the Capacity Commitment Period), minus capacity otherwise obligated in the Capacity Zone for the Capacity Commitment Period.

(a) Where an import-constrained Capacity Zone has Inadequate Supply, Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) in that Capacity Zone, other than such resources, or portions thereof, that have no Capacity Supply Obligation or are designated as Self-Supplied FCA Resources for the Capacity Commitment Period, shall be paid the max [applicable Net CONE value, Capacity Clearing Price for the Rest-of-Pool Capacity Zone] during the associated Capacity Commitment Period, and New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources in the Forward Capacity Auction in that Capacity Zone shall be paid the Forward Capacity Auction Starting Price during the associated Capacity Commitment Period (and subsequent Capacity Commitment Periods, as elected pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5).

(b) In an import-constrained Capacity Zone having Inadequate Supply, the difference between the amount of capacity offered in the Capacity Zone through New Capacity Offers and the amount of New Capacity Required in that Capacity Zone shall be included in subsequent annual reconfiguration auctions.

(c) Inadequate Supply in one or more import-constrained Capacity Zones shall not affect Capacity Zones having adequate supply.

(d) Any availability penalty assessed during the associated Capacity Commitment Period pursuant to Section III.13.7.2.7.1.2 on a resource in an import-constrained Capacity Zone having Inadequate Supply will be assessed at a rate equal to \$7.025/kW-month.

III.13.2.8.1.2. [Reserved.]

III.13.2.8.2. Insufficient Competition.

The Forward Capacity Auction shall be considered to have Insufficient Competition in an import-constrained Capacity Zone if there is not Inadequate Supply and the following two conditions are both satisfied:

- (a) at the Forward Capacity Auction Starting Price, the amount of capacity offered from Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (that is not permanently de-listed for the Capacity Commitment Period), minus capacity otherwise obligated for the Capacity Commitment Period, is less than the Local Sourcing Requirement; and
- (b) at the Forward Capacity Auction Starting Price:
 - (i) less than 300 MW of capacity is offered from New Generating Capacity Resources and New Demand Resources (the ISO shall revisit the appropriateness of the 300 MW threshold in the case of an import-constrained Capacity Zone having a Local Sourcing Requirement of less than 5000 MW);
 - (ii) the amount of capacity offered from New Generating Capacity Resources and New Demand Resources is less than twice the amount of New Capacity Required; or
 - (iii) any Market Participant's total capacity from New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources is pivotal. For purposes of this Section III.13.2.8.2, a Market Participant shall be considered pivotal if, at the Forward Capacity Auction Starting Price, some capacity from that Market Participant's potential New Generating Capacity Resources, New Import Capacity Resources, or New Demand Resources is required to satisfy the Local Sourcing Requirement.

If the Forward Capacity Auction has Insufficient Competition, New Generating Capacity Resources, New Import Capacity Resources, and New Demand Resources shall be paid the Capacity Clearing Price during the associated Capacity Commitment Period, and Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) shall be paid the lower of: (1) the Capacity Clearing Price; or (2) max [applicable Net CONE value, the Capacity Clearing Price for the Rest-of-Pool Capacity Zone] during the associated Capacity Commitment

Period. Notwithstanding the foregoing, Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) that cleared in the seventh Forward Capacity Auction in the NEMA Capacity Zone shall be paid \$6.661/kW-month and Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources (other than those still subject to a multi-year Capacity Commitment Period election as described in Sections III.13.1.1.2.2.4 and III.13.1.4.2.2.5) that cleared in the eighth Forward Capacity Auction in all Capacity Zones but the NEMA Capacity Zone shall be paid \$7.025/kW-month. Any availability penalty assessed during the associated Capacity Commitment Period pursuant to Section III.13.7.2.7.1.2 on a resource in an import-constrained Capacity Zone having Insufficient Competition will be assessed the payment rate for Existing Generating Capacity Resources, Existing Import Capacity Resources, and Existing Demand Resources resources under this Section III.13.2.8.2.

III.13.2.9. **[Reserved.]**

III.13.3. Critical Path Schedule Monitoring.

III.13.3.1. Resources Subject to Critical Path Schedule Monitoring.

III.13.3.1.1. New Resources Clearing in the Forward Capacity Auction.

For each new resource required to submit a critical path schedule in the qualification process, including a New Generating Capacity Resource (pursuant to Section III.13.1.1.2.2), a New Import Capacity Resource backed by a new External Resource (pursuant to Section III.13.1.3.5), or a New Demand Resource (pursuant to Section III.13.1.4), if capacity from that resource clears in the Forward Capacity Auction, then the ISO shall monitor that resource's compliance with its critical path schedule in accordance with the provisions of this Section III.13.3 from the time that the Forward Capacity Auction is conducted until the resource achieves Commercial Operation, loses its Capacity Supply Obligation pursuant to Section III.13.3.4(c), or withdraws from critical path schedule monitoring pursuant to Section III.13.3.6.

III.13.3.1.2. New Resources Not Offering or Not Clearing in the Forward Capacity Auction.

If no capacity from a new resource that was required to submit a critical path schedule in the qualification process clears in the Forward Capacity Auction, or if such a resource does not submit an offer in the Forward Capacity Auction, then the ISO shall not monitor that resource's compliance with its critical path schedule after the Forward Capacity Auction unless, within 5 Business Days after the Forward Capacity Auction is completed, the Project Sponsor for that resource requests in writing that the ISO continue to monitor that resource's compliance with its critical path schedule. A New Generating Capacity Resource may not, however, request that the ISO continue to monitor that resource's compliance with its critical path schedule pursuant to this Section III.13.3.1.2 if that resource participated but did not clear in the Forward Capacity Auction either as: (i) a Conditional Qualified New Resource, or (ii) a New Generating Capacity Resource with a higher priority in the queue and overlapping interconnection impacts with a Conditional Qualified New Resource.

III.13.3.2. Quarterly Critical Path Schedule Reports.

For each new resource that is being monitored for compliance with its critical path schedule, the Project Sponsor for that resource must provide a written critical path schedule report to the ISO no later than five Business Days after the end of each calendar quarter. If the Project Sponsor does not provide a written critical path schedule report to the ISO by the fifth Business Day after the end of the calendar quarter,

then the ISO shall issue a notice thereof to the Project Sponsor. If the Project Sponsor fails to provide the critical path schedule report within five Business Days of issuance of that notice, then the resource will be subject to termination pursuant to Section III.13.3.4(c). Each critical path schedule report shall include the following:

III.13.3.2.1. Updated Critical Path Schedule.

The critical path schedule report must include a complete updated version of the critical path schedule as described in Section III.13.1.1.2.2.2, dated contemporaneously with the submission of the critical path schedule report. The updated critical path schedule should clearly indicate if the Project Sponsor is proposing to change any of the milestones or dates from the previously submitted version of the critical path schedule, and must include an explanation of any such proposed changes. In the critical path schedule report, the Project Sponsor should also explain in detail any proposed changes to the project design and the potential impact of such changes on the amount of capacity the resource will be able to provide.

III.13.3.2.2. Documentation of Milestones Achieved.

(a) For all new resources except for Demand Resource projects installed at multiple facilities and Demand Resource projects from a single facility with a Demand Reduction Value of less than 5 MW (discussed in Section III.13.3.2.2(b)), for each critical path schedule milestone achieved since the submission of the previous critical path schedule report, the Project Sponsor must include in the critical path schedule report documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule, as follows:

(i) **Major Permits.** For each major permit described in the critical path schedule, the Project Sponsor shall provide documentation showing that the permit was applied for and obtained as described in the critical path schedule. For permit applications, this documentation could include a dated copy of the permit application or cover letter requesting the permit. For approved permits, this documentation could include a dated copy of the approved permit or letter granting the permit from the permitting authority.

(ii) **Project Financing Closing.** The Project Sponsor shall provide documentation showing that the sources of financing identified in the critical path schedule have committed to provide the amount of financing described in the critical path schedule. This documentation could include copies of commitment letters from the sources of financing.

(iii) **Major Equipment Orders.** For each major component described in the critical path schedule, the Project Sponsor shall provide documentation showing that the equipment was ordered as described in the critical path schedule. This documentation should include a copy of a dated confirmation of the order from the manufacturer or supplier. This documentation should confirm scheduled delivery dates consistent with milestone Section III.13.3.2.2(a)(vi).

(iv) **Substantial Site Construction.** The Project Sponsor shall provide documentation showing that the amount of money expended on construction activities occurring on the project site has exceeded 20 percent of the construction financing costs.

(v) **Major Equipment Delivery.** For each major component described in the critical path schedule, the Project Sponsor shall provide documentation showing that the equipment was delivered to the project site and received as preliminarily acceptable as described in the critical path schedule. This documentation should include a copy of a dated confirmation of delivery to the project site.

(vi) **Major Equipment Testing.** For each major component described in the critical path schedule, the Project Sponsor shall provide documentation showing that the component was tested, including major systems testing as appropriate for the specific technology as described in the critical path schedule, and that the test results demonstrate the equipment's suitability to allow, in conjunction with other major component, subsequent Commercial Operation of the project in accordance with the amount of capacity obligated from the resource in the Capacity Commitment Period in accordance with Good Utility Practice. This documentation could include a dated copy of the satisfactory test results.

(vii) **Commissioning.** The Project Sponsor shall provide documentation showing that the resource has demonstrated a level of performance equal to or greater than the amount of capacity obligated from the resource in the Capacity Commitment Period. This documentation should include a copy of a dated letter of confirmation from the applicable manufacturer, contractor, or installer.

(viii) **Commercial Operation.** The Project Sponsor is not required to provide documentation of Commercial Operation to the ISO as part of the ISO's critical path schedule monitoring. The

ISO shall confirm that the resource has achieved Commercial Operation as described in the critical path schedule through the resource's compliance with the other relevant requirements of the Transmission, Markets and Services Tariff and the ISO New England System Rules.

(ix) **Transmission Upgrades.** If during the qualification process it was determined that, because of overlapping interconnection impacts, transmission upgrades are needed for the new resource to complete its interconnection, then the Project Sponsor shall provide documentation showing that the transmission upgrades have been completed.

(b) For Demand Resource projects installed at multiple facilities and Demand Resource projects from a single facility with a Demand Reduction Value of less than 5 MW, for each critical path schedule milestone achieved since the submission of the previous critical path schedule report, the Project Sponsor must include in the critical path schedule report documentation demonstrating that the milestone has been achieved by the date indicated and as otherwise described in the critical path schedule, as follows:

(i) **Substantial Project Completion.** The Project Sponsor shall provide documentation showing the total offered Demand Reduction Value achieved as of target dates which are: (a) the cumulative percentage of total Demand Reduction Value achieved on target date 1 occurring five weeks prior to the first Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource supplier's capacity award was made; (b) the cumulative percentage of total Demand Reduction Value achieved on target date 2 occurring five weeks prior to the second Forward Capacity Auction after the Forward Capacity Auction in which the Demand Resource supplier's capacity award was made; and (c) target date 3 which is the date the resource is expected to achieve commercial operation, which must be on or before the first day of the relevant Capacity Commitment Period and by which date 100 percent of the total Demand Reduction Value must be complete.

(ii) **Pipeline Analysis.** If the Project Sponsor proposes in its New Demand Resource Qualification Package a cumulative Percent of Total Demand Reduction Value Complete that is 30 percent or less by the second critical path schedule target date, then the Project Sponsor shall provide a pipeline analysis to the ISO as specified in Section III.13.1.4.2.2.4.3 of Market Rule 1.

(iii) **Additional Requirements.** For each customer and each prospective customer the Project Sponsor shall provide: name, location, MW amount, and description of stage of

negotiation. If the customer's asset has been registered with the ISO, then the Project Sponsor shall also provide the asset identification number.

III.13.3.2.3. Additional Relevant Information.

The Project Sponsor must include in the critical path schedule report any other information regarding the status or progress of the project or any of the project milestones that might be relevant to the ISO's evaluation of the feasibility of the project being built in accordance with the critical path schedule or the feasibility that the project will meet the requirement that the project achieve Commercial Operation no later than the start of the relevant Capacity Commitment Period.

III.13.3.2.4. Additional Information for Resources Previously Counted As Capacity.

For each resource participating in the Forward Capacity Auction as a New Generating Capacity Resource pursuant to Sections III.13.1.1.1.2, III.13.1.1.1.3, or III.13.1.1.1.4 or New Demand Resource pursuant to Section III.13.1.4.1.2 and clearing in that auction, the Project Sponsor must provide information in the critical path schedule report demonstrating: (a) the shedding of the resource's Capacity Supply Obligation in accordance with the provisions of Section III.13.1.1.2.2.5(c); and (b) that the relevant cost threshold (described in Sections III.13.1.1.1.2, III.13.1.1.1.3, and III.13.1.1.1.4) is being met.

III.13.3.3. Failure to Meet Critical Path Schedule.

If the ISO determines that any critical path schedule milestone date has been missed, or if the Project Sponsor proposes a change to any milestone date in a quarterly critical path schedule report (as described in Section III.13.3.2.1), then the ISO shall consult with the Project Sponsor to determine the impact of the missed milestone or proposed revision, and shall determine a revised date for the milestone and for any other milestones affected by the change including Commercial Operation of the project. If a milestone date is revised for any reason, the ISO may require the Project Sponsor to submit a written report to the ISO on the fifth Business Day of each month until the revised milestone is achieved detailing the progress toward meeting the revised milestone. If the Project Sponsor does not provide a written critical path schedule report to the ISO on the fifth Business Day of a month, then the ISO shall issue a notice thereof to the Project Sponsor. If the Project Sponsor fails to provide the critical path schedule report within five Business Days of issuance of that notice, then the resource will be subject to termination pursuant to Section III.13.3.4(c). Such a monthly reporting requirement, if imposed, shall be in addition to the quarterly critical path schedule reports described in Section III.13.3.2.

III.13.3.4. Covering Capacity Supply Obligation where Resource will Not Achieve Commercial Operation by the Start of the Capacity Commitment Period.

Except as described in Section III.13.3.7, if as a result of milestone date revisions, the Commercial Operation milestone date is after the start of any Capacity Commitment Period in which the resource has a Capacity Supply Obligation (except in the circumstances described in Section III.13.7.1.1.3(h) and Section III.13.7.1.1.3(i)), then the Project Sponsor must take actions to cover the entire Capacity Supply Obligation for the portion of the Capacity Commitment Period for which the project will not have achieved Commercial Operation, as follows:

(a) The Project Sponsor may cover its Capacity Supply Obligation through reconfiguration auctions as described in Section III.13.4 or one or more Capacity Supply Obligation Bilaterals, which must be submitted to the ISO as described in Section III.13.5.

(b) If, by the time demand bids are due for the third annual reconfiguration auction for the Capacity Commitment Period in which the resource has a Capacity Supply Obligation, the Project Sponsor has not covered its full Capacity Supply Obligation for the portion of the Capacity Commitment Period for which the project will not have achieved Commercial Operation, then the ISO shall submit a demand bid in that annual reconfiguration auction on the Project Sponsor's behalf for a quantity equal to the largest monthly Capacity Supply Obligation for the Capacity Commitment Period that has not been covered, at the Forward Capacity Auction Starting Price (or, for any demand bid submitted by the ISO in the third annual reconfiguration auction associated with the seventh Capacity Commitment Period, at \$12.11/kW-month), with all payments, charges, rights, obligations, and other results associated with such demand bid applying to the Project Sponsor as if the Project Sponsor itself had submitted the demand bid.

(c) If the Project Sponsor fails to comply with the requirements of Sections III.13.3.2 or III.13.3.3, or if the Capacity Supply Obligation is not covered as described in Sections III.13.3.4(a) and III.13.3.4(b), or if the Project Sponsor covers the Capacity Supply Obligation for two Capacity Commitment Periods, then the ISO, after consultation with the Project Sponsor, shall have the right, through a filing with the Commission, to terminate the resource's Capacity Supply Obligation for any future Capacity Commitment Periods and the resource's right to any payments associated with that Capacity Supply Obligation in the Capacity Commitment Period, and to adjust the resource's qualified capacity for participation in the Forward Capacity Market. Upon Commission ruling, the Project Sponsor shall forfeit any financial assurance provided with respect to that Capacity Supply Obligation. If in these circumstances, however, the ISO does not take steps to terminate the resource's Capacity Supply

Obligation and instead permits the Project Sponsor to continue to cover its Capacity Supply Obligation, such continuation shall be subject to the ISO's right to revoke that permission and to file with the Commission to terminate the resource's Capacity Supply Obligation, and subject to continued reporting by the Project Sponsor as described in this Section III.13.3.

III.13.3.5. Termination of Interconnection Agreement.

If the ISO files with the Commission to terminate a resource's Capacity Supply Obligation as described in Section III.13.3.4(c), the ISO shall have the right to terminate the Interconnection Agreement with that resource through a filing with the Commission and upon Commission ruling. If the Project Sponsor continues to cover all of its Capacity Supply Obligations while challenging such termination before the Commission, it shall retain its Queue Position.

III.13.3.6. Withdrawal from Critical Path Schedule Monitoring.

A Project Sponsor may withdraw its resource from critical path schedule monitoring by the ISO at any time by submitting a written request to the ISO. The ISO also may deem a resource withdrawn from critical path schedule monitoring if the Project Sponsor does not adhere to the requirements of this Section III.13.3. Any resource withdrawn from critical path schedule monitoring shall be subject to the provisions of Section III.13.3.4.

III.13.3.7 Request to Defer Capacity Supply Obligation

A resource that has not yet achieved Commercial Operation and that is subject to critical path schedule monitoring by the ISO pursuant to this Section III.13.3 may seek to defer the applicability of its entire Capacity Supply Obligation by one year pursuant to the provisions of this Section III.13.3.7.

A Project Sponsor seeking such a deferral must notify the ISO in writing no later than the first Business Day in September of the year prior to the third annual reconfiguration auction for the Capacity Commitment Period in which the resource has a Capacity Supply Obligation. If, after consultation with the Project Sponsor, the ISO determines that the absence of the capacity in the first Capacity Commitment Period in which the resource has a Capacity Supply Obligation, as well as in the subsequent Capacity Commitment Period, would result in the violation of any NERC or NPCC (or their successors) criteria or of the ISO New England System Rules, not solely that it may result in the procurement of less capacity than the Installed Capacity Requirement (net of HQICCs) or the Local Sourcing Requirement for the Capacity Zone, then the ISO will review the specific reliability need with and seek feedback from the

Reliability Committee and provide the Project Sponsor with a written determination to that effect within 30 days of the Project Sponsor's notification to the ISO.

If the ISO provides such a written determination, then the Project Sponsor may file with the Commission, no later than the first Business Day in November of the year prior to the third annual reconfiguration auction, a request to defer the applicability of its Capacity Supply Obligation by one year. Any such filing must include the ISO's written determination, and must also demonstrate that the deferral is critical to the resource's ability to achieve Commercial Operation and that the reasons for the deferral are beyond the control of the Project Sponsor.

If the Commission approves the request, all of the rights, obligations, payments, and charges associated with the Capacity Supply Obligation described in Section III.13.6 and Section III.13.7 shall only apply beginning one year after the start of the Capacity Commitment Period in which the resource has a Capacity Supply Obligation. Notwithstanding any other provision of this Section III.13, if the resource achieves commercial operation prior to the deferred date, it will not be eligible to receive revenue in the Forward Capacity Market until the deferred date. Beginning on the deferred date, all of the rights, obligations, payments, and charges associated with the Capacity Supply Obligation shall apply, and the Capacity Supply Obligation and Capacity Clearing Price (indexed using the Handy-Whitman Index of Public Utility Construction Costs in effect as of December 31 of the year preceding the Capacity Commitment Period) associated with the Forward Capacity Auction in which the resource cleared as a new resource shall apply for the full duration of the Capacity Supply Obligation (including multi-year elections made pursuant to Section III.13.1.1.2.2.4 or Section III.13.1.4.2.2.5). Neither the Project Sponsor, nor the ISO on the Project Sponsor's behalf, will take actions to cover the resource's Capacity Supply Obligation for the deferral period as described in Section III.13.3.4, but the other requirements of III.13.3, including all reporting requirements and the ISO's right to seek termination, shall continue to apply during the deferral period. Upon Commission approval of the deferral, the resource may not participate in any reconfiguration auctions or Capacity Supply Obligation Bilaterals for any portion of the deferral period. Beginning at 8:00 a.m. (Eastern Time) 30 days after Commission approval of the request, the Project Sponsor shall be required to provide an additional amount of financial assurance as described in Section VII.B.2.c of the ISO New England Financial Assurance Policy.

Notwithstanding any other provision of this Section III.13, if any of the resource's Capacity Supply Obligation in the deferral period was shed in a reconfiguration auction or Capacity Supply Obligation Bilateral prior to Commission approval of the deferral request, then the resource's settlements shall be

adjusted by the ISO to ensure that the resource does not receive any payments associated with that transaction in excess of the charges associated with that transaction; the resource will be responsible for any charges in excess of payments.

III.13.8. Reporting and Price Finality

III.13.8.1. Filing of Certain Determinations Made By the ISO Prior to the Forward Capacity Auction and Challenges Thereto

(a) For each Forward Capacity Auction, no later than 90 days prior to the first day of the auction, the ISO shall make an informational filing with the Commission detailing the following determinations made by the ISO with respect to that Forward Capacity Auction, and providing supporting documentation for each such determination, provided, however, that the determinations in subsections (vi), (vii), and (viii) below shall be filed confidentially with the Commission in the informational filing, except determinations on which new resources have been rejected due to overlapping interconnection impacts (the determinations in subsections (vi), (vii), and (viii) shall be published by the ISO no later than 15 days after the Forward Capacity Auction):

- (i) which Capacity Zones shall be modeled in the Forward Capacity Auction;
- (ii) the transmission interface limits as determined pursuant to Section III.12.5;
- (iii) which existing and proposed transmission lines the ISO determines will be in service by the start of the Capacity Commitment Period associated with the Forward Capacity Auction;
- (iv) the expected amount of installed capacity in each modeled Capacity Zone during the Capacity Commitment Period associated with the Forward Capacity Auction, and the Local Sourcing Requirement for each modeled import-constrained Capacity Zone and the Maximum Capacity Limit for each modeled export-constrained Capacity Zone;
- (v) the multipliers applied in determining the Capacity Value of a Demand Resource, as described in Section III.13.7.1.5.1;
- (vi) which new resources are accepted and rejected in the qualification process to participate in the Forward Capacity Auction;
- (vii) the Internal Market Monitor's determinations regarding each requested offer price from a new resource submitted pursuant to Section III.13.1.1.2.2.3 or Section III.13.1.4.2, including information regarding each of the elements considered in the Internal Market Monitor's

determination of expected net revenues (other than revenues from ISO-administered markets) and whether that element was included or excluded in the determination of whether the offer is consistent with the resource's long run average costs net of expected net revenues other than capacity revenues;

(viii) the Internal Market Monitor's determinations regarding offers or bids submitted during the qualification process made according to the provisions of this Section III.13, including an explanation of the reasons for rejecting any de-list bids from resources associated with pivotal Lead Market Participants as described in Section III.13.1.2.3.2 based on the Internal Market Monitor review and the resource's net going forward costs, reasonable expectations about the resource's Capacity Performance Payments, reasonable risk premium assumptions, and reasonable opportunity costs as determined by the Internal Market Monitor. The filing shall identify to the extent possible the components of the bid which were accepted as justified, and shall also identify to the extent possible the components of the bid which were not justified and which resulted in rejection of the bid;

(ix) which existing resources are qualified to participate in the Forward Capacity Auction (this information will include resource type, capacity zone, and qualified MW); and

(x) aggregate MW from new resources qualified to participate in the Forward Capacity Auction and aggregate de-list bid amounts.

(b) Any comments or challenges to the determinations contained in the informational filing described in Section III.13.8.1(a) or in the qualification determination notifications described in Sections III.13.1.1.2.8, III.13.1.2.4, and III.13.1.3.5.7, and any election made pursuant to Section III.13.1.2.3.2.1.1.1, must be filed with the Commission no later than 15 days after the ISO's submission of the informational filing. If the Commission does not issue an order within 75 days after the ISO's submission of the informational filing that directs otherwise, the determinations contained in the informational filing and elections made pursuant to Section III.13.1.2.3.2.1.1 shall be used in conducting the Forward Capacity Auction, and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c). If within 75 days after the ISO's submission of the informational filing, the Commission does issue an order modifying one or more of the ISO's determinations, then the Forward Capacity Auction shall be conducted no earlier than 15 days following that order using the determinations as modified by the

Commission (unless the Commission directs otherwise), and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c).

(c) For the ninth Forward Capacity Auction (for the Capacity Commitment Period beginning June 1, 2018), the ISO shall make an informational filing with the Commission no later than December 16, 2014 detailing its determination of the New Resource Offer Floor Price for each New Import Capacity Resource making a request and cost information submittal as described in Section III.13.1.3.5.6 and providing supporting documentation for each such determination. These determinations shall be filed confidentially with the Commission in the informational filing. Any comments or challenges to the determinations contained in the informational filing described in this Section III.13.8.1(c) must be filed with the Commission no later than December 23, 2014. If the Commission does not issue an order by January 15, 2015 that directs otherwise, the determinations contained in the informational filing shall be used in conducting the ninth Forward Capacity Auction, and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c). If by January 15, 2015, the Commission does issue an order modifying one or more of the ISO's determinations, then the Forward Capacity Auction shall be conducted using the determinations as modified by the Commission (unless the Commission directs otherwise), and challenges to Capacity Clearing Prices resulting from the Forward Capacity Auction shall be reviewed in accordance with the provisions of Section III.13.8.2(c).

III.13.8.2. Filing of Forward Capacity Auction Results and Challenges Thereto.

(a) As soon as practicable after the Forward Capacity Auction is complete, the ISO shall file the results of that Forward Capacity Auction with the Commission pursuant to Section 205 of the Federal Power Act, including the final set of Capacity Zones resulting from the auction, the Capacity Clearing Price in each of those Capacity Zones (and the Capacity Clearing Price associated with certain imports pursuant to Section III.13.2.3.3(d), if applicable), and a list of which resources received Capacity Supply Obligations in each Capacity Zone and the amount of those Capacity Supply Obligations. Upon completion of the fourth and future auctions, such list of resources that receive Capacity Supply Obligation shall also specify which resources cleared as Conditional Qualified New Resources. Upon completion of the fourth and future auctions, the filing shall also list each Long Lead Time Facility, as defined in Schedule 22 or Schedule 25 of Section II of the Transmission, Markets and Services Tariff, that secured a Queue Position to participate as a New Generating Capacity Resource in the Forward Capacity Auction and each resource with lower queue priority that was selected in the Forward Capacity

Auction subject to a Long Lead Time Facility with the higher queue priority. The filing shall also enumerate bids rejected for reliability reasons pursuant to Section III.13.2.5.2.5, and the reasons for those rejections.

(b) The filing of Forward Capacity Auction results made pursuant to this Section III.13.8.2 shall also include documentation regarding the competitiveness of the Forward Capacity Auction, which may include a certification from the auctioneer and the ISO that: (i) all entities offering and bidding in the Forward Capacity Auction were properly qualified in accordance with the provisions of Section III.13.1; and (ii) the Forward Capacity Auction was conducted in accordance with the provisions of Section III.13.

(c) Any objection to the Forward Capacity Auction results must be filed with the Commission within 45 days after the ISO's filing of the Forward Capacity Auction results. The filing of a timely objection with the Commission will be the exclusive means of challenging the Forward Capacity Auction results.

(d) Any change to the Transmission, Markets and Services Tariff affecting the Forward Capacity Market or the Forward Capacity Auction that is filed after the results of a Forward Capacity Auction have been accepted or approved by the Commission shall not affect those Forward Capacity Auction results.

III.13.8.3. **[Reserved.]**

III.13.8.4. **[Reserved.]**

SECTION IV.A
RECOVERY OF ISO ADMINISTRATIVE EXPENSES

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IV.A.1 Definitions:

Whenever used in this Section IV.A, in either the singular or plural number, capitalized terms shall have the meanings specified in Section I.

IV.A.2 Purpose of Section IV.A; Adjustments to Rates

IV.A.2.1 Purpose of Section IV.A

Section IV.A of the Tariff is the means by which the ISO collects the revenues necessary to carry out its administrative functions in each calendar year, and contains rates, charges, terms and conditions for the following Services, which together encompass the functions carried out by the ISO:

- (1) Scheduling, System Control and Dispatch Service (Schedule 1 hereto);
- (2) Energy Administration Service (Schedule 2 hereto); and
- (3) Reliability Administration Service (Schedule 3 hereto).

The rates and charges for each Service during a calendar year are based on the allocated portion of that year's Revenue Requirement. "Revenue Requirement" refers to the budgeted total expense for the year as adjusted by true-ups described herein.

IV.A.2.2 True-Ups

(1) Schedule 2 True-Up

- (i) Each year (Year X), in determining the ISO's Revenue Requirement for the subsequent year (Year X+1), the ISO will make a true-up of the Schedule 2 portion of the Revenue Requirement for the prior year (Year X-1). Any difference between the actual Year X-1 Schedule 2 revenues and amounts budgeted for Schedule 2 revenues in the Year X-1 Revenue Requirement will be reflected in the projected Schedule 2 rates for Year X+1 as stated in paragraph (ii) below.
- (ii) In implementing the true-up adjustment for revenue differences in the volumetric portion of Schedule 2, the differences will be added to (in the case of a revenue shortfall) or subtracted from (in the case of a revenue over-recovery) the ISO's total estimated budgeted amounts for

Schedule 2 for Year X+1. For revenue over-recoveries attributable to the TUs in Schedule 2, the ISO will treat them in the same manner as revenue adjustments for the volumetric portion of Schedule 2. For revenue shortfalls attributable to the TUs in Schedule 2, the ISO will allocate them according to the following method:

(a) 50% of the shortfall will be added to the ISO's projected Revenue Requirement for the Schedule 2 volumetric component (85% of the projected Schedule 2 Revenue Requirement prior to true-ups).

(b) An additional percentage of the shortfall will be added to the ISO's projected Revenue Requirement for the Schedule 2 volumetric component for each percentage decrease which was deemed to have occurred between the number of TUs used in the true-up and the number of TUs that the ISO had used in the original projection of the rates for that year.

(c) The maximum percentage of the shortfall to be added to the Schedule 2 volumetric component is 100%, which would result if the percentage difference between the actual and forecasted TUs were 50% or greater.

(d) Any remaining shortfall revenues after allocation of the shortfall to the Schedule 2 volumetric component will be added to the ISO's projected Revenue Requirement for the Schedule 2 TU component (15% of the projected Schedule 2 Revenue Requirements prior to true-ups).

(iii) True-Ups Collected in Future Rates. To the extent the ISO proposes to change its rate design for Section IV.A, the ISO will continue to implement the true-up procedures stated in this section to recover under- or over-collections of TUs for then-current and prior years. For example, when, on a going-forward basis effective January 1, 2012, the ISO eliminated the inclusion of an estimated true-up for the current year (Year X) in the Revenue Requirement for the subsequent year (Year X+1), the ISO was still required to include in the Revenue Requirement for 2013 the difference between the estimated 2011 true-up filed with the 2012 Revenue Requirement and the final 2011 true-up calculated based on historical data.

(2) General True-Up

Each year (Year X), in determining its Revenue Requirement for Year X+1, the ISO will include in such Revenue Requirement a true-up of Year X-1's Revenue Requirement for Schedules 1, 3 and 5.

Specifically, the Revenue Requirement for Year X+1 will include deviations between collections under this Section IV.A and the ISO's actual expenses for Year X-1. For example, when filing the Revenue Requirement for 2014, the ISO will compute the total actual expenses for Schedules 1, 3 and 5 in 2012 and will compare these totals with the total charges actually collected under the Tariff for each of these Schedules during calendar year 2012. Based on these comparisons, the ISO will adjust the otherwise-projected Revenue Requirement for calendar year 2014 for one or more of Schedules 1, 3 and 5, as needed, downward or upward to reflect the actual calendar year 2012 surplus or deficit, respectively. From these figures the ISO will calculate rates for calendar year 2014, and make a rate change filing for calendar year 2014 and succeeding years, as required, to reflect the budget amount for the applicable calendar year and the true-up calculated by means of the foregoing analysis and adjustments.

(3) Indemnification

The Revenue Requirement does not reflect any amounts received by the ISO due to indemnification payments.

IV.A.3 Billing and Payment

IV.A.3.1 Billing Procedure:

With respect to charges under this Section IV.A., the ISO will apply the ISO Billing Policy as set forth in Exhibit ID to Section I of the Tariff.

IV.A.3.2 Working Capital Advances:

In the event that working capital financing arranged by the ISO is terminated early or repayment is accelerated (and no replacement funding has been obtained by the ISO) and Early Amortization Working Capital Charges have been assessed to Market Participants by the ISO, each month, each Market Participant shall be required to advance to the ISO an amount (each, an "Advance") equal to the ISO's reasonable projection of such Market Participant's charges under the Tariff for three succeeding months. The Advances shall be held in an interest bearing account. In each succeeding month, the ISO shall adjust each Market Participant's Advance so that, in each calendar month, each Market Participant's

Advance is equal to the ISO's reasonable projection of such Market Participant's charges under Section IV.A of the Tariff for such month and the next two succeeding months. If, in the reasonable judgment of the ISO, a cash deficiency is likely to occur at any time as a result of a depletion of the Advances (but not as a result of the failure of any Market Participant to pay its Advance), the ISO shall, at its option, have the right to require each Market Participant to pay the ISO its pro rata share (based on such Market Participant's projected charges under Section IV.A of the Tariff for the instant month and the next two succeeding months compared to projected charges to all Market Participants under Section IV.A of the Tariff for the instant month and the next two succeeding months) of any additional Advances required for the ISO's operations. If any Market Participant withdraws from the ISO or has its membership terminated, its Advance will be returned to it at the end of the month in which its withdrawal or termination is effective, provided that all of the departing Market Participant's liabilities under the Tariff have been satisfied, and all of the other Market Participants will have their Advances adjusted accordingly.

IV.A.4 Regulatory Filings

Nothing contained in the Tariff or any Service Agreement thereunder shall be construed as affecting in any way the right of the ISO to file with the Commission under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder for a change in any rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation.

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Customer receiving a Service under the Tariff to exercise its rights under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

IV.A.5 Creditworthiness

For purposes of Section IV.A of the Tariff, the ISO will apply the ISO New England Financial Assurance Policy attached to Section I of the Tariff. Each Customer shall comply with the requirements of this policy, as applicable.

IV.A.6 Direct Billing; Sanctions

IV.A.6.1 Transmission Studies:

The ISO will conduct and coordinate certain System Impact Studies and Facilities Studies pursuant to, and in accordance with, the Tariff. The costs of System Impact Studies and Facilities Studies will be charged directly to the pertinent Eligible Customers or interconnection applicants. The ISO will also

conduct studies as part of the Forward Capacity Market qualification process and will charge those costs directly through Qualification Process Cost Reimbursement Deposits.

IV.A.6.2 Information Requests:

In fulfilling information requests of a significant and non-routine nature, the ISO will charge its associated direct and indirect costs to the requestor. Revenue from these charges will be credited to Revenue Requirements for the Service to which the information request is most closely related.

IV.A.6.3 Non-Standard Provisions:

If there is a significant direct or indirect cost associated with the ISO's implementation of non-standard provisions for energy or other products in a bilateral contract, the ISO will charge those costs to the contract submitter. Revenue from these charges will be credited to Revenue Requirements for the Service to which the submitted contract is most closely related.

IV.A.6.4 Non-Standard Billing Service:

Market Participants and other Customers who require non-standard billing payment arrangements, pursuant to the terms of the ISO New England Financial Assurance Policy shall be charged the ISO's associated direct and indirect costs for these arrangements. Fees collected will be credited to Revenue Requirements for all three Services, in proportion to the relative Revenue Requirements for those Services.

IV.A.6.5 Imposition of Monetary Sanctions by the ISO:

Amounts collected by the ISO during a month from Market Participants pursuant to Section III.B of the Tariff shall be disbursed or credited by the ISO in accordance with the provisions of the Section III.B.5.5.

IV.A.6.6 Re-billing Requests:

In fulfilling re-billing requests of a significant and non-routine nature as a result of data revisions not being received in a timely fashion from a Customer, the ISO will charge its associated direct and indirect costs to that Customer. Revenue from these charges will be credited to Revenue Requirements for the Service to which the information request is most closely related.

IV.A.7 Metering

IV.A.7.1 Customer Obligations:

The Customer shall be responsible for compliance with metering requirements under the Tariff and the ISO New England Operating Documents and to communicate the metering information to the ISO.

IV.A.7.2 RTO Access to Metering Data:

The ISO will have access to such metering data as may reasonably be required to facilitate measurements and billing under the ISO New England Operating Documents, the Tariff or any Service Agreement thereunder.

IV.A.8 Collection of Commission Annual Charges:

The ISO's collection of amounts necessary to pay annual charges to the Commission is addressed in Schedule 4 hereof.

Schedule 1
Scheduling, System Control and Dispatch Service

Scheduling, System Control and Dispatch Service (“Scheduling Service”) is the service required to schedule at the regional level the movement of power through, out of, within, or into the New England Control Area. For regional transmission service under the Tariff, Scheduling Service is an Ancillary Service that can be provided only by the ISO. All Transmission Customers must be Customers for Scheduling Service under this Tariff and purchase this Service from the ISO. The ISO’s charges stated herein for Scheduling Service are based on the expenses incurred by the ISO in providing this Service. In addition, the ISO acts as a billing agent for the operators of the Local Control Centers and certain Market Participants in order to collect expenses incurred in providing this Service pursuant to this Schedule 1.

The ISO’s expenses are based on the functions and activities required to provide this Service and include, but are not limited to:

- Processing and implementation of requests for regional transmission service, including support of the OASIS node;
- Coordination of transmission system operation (including administration of reactive power requirements under Schedule 2 of Section II of the Tariff) and implementation of necessary control actions by the ISO and support for these functions;
- Billing associated with regional transmission services provided under the Tariff;
- Transmission system planning which supports this Service; and
- Administrative costs associated with the aforementioned functions.

For the ISO’s expenses in providing transmission-related Scheduling Service:

(A) each Customer that is obligated to pay the Regional Network Service rate shall pay each month, in arrears, an amount equal to the product of \$0.15570 per kilowatt month times its Monthly Regional Network Load for that month.

(B) each Customer that is a Transmission Customer receiving Through or Out Service shall pay each month, in arrears, an amount equal to the product of the Transmission Customer’s highest amount of

Reserved Capacity (expressed in kilowatts) for an hour for each transaction scheduled to occur during the month as Through or Out Service multiplied by \$0.00021 per kilowatt for each hour of service.

Schedule 1 revenues collected from Through or Out Service customers shall be credited to each Network Customer receiving Regional Network Service that month in proportion to each Network Customer's Monthly Regional Network Load in that month.

Non-Market Participant FTR fees and any portions of Long Lead Facility deposits collected by the ISO under Schedule 22 and Schedule 25 of Section II of the Tariff that become non-refundable will be credited to Schedule 1 Revenue Requirements and will be included in the Schedule 1 true-up calculations.

All general terms and conditions of the Tariff apply to this Service.

Schedule 2
Energy Administration Service

Energy Administration Service (“EAS”) is the Service provided by the ISO to administer the Energy Market.

The ISO’s expenses are based on the functions required to provide EAS and include, but are not limited to:

- Core operation of the Energy Market;
- Generation and demand dispatch related to the Energy Market;
- Energy accounting;
- Loss determination and allocation;
- Billing preparation;
- Market power monitoring and mitigation for the Energy Market;
- Sanctions activities;
- Operation of FTR auctions;
- Market assessment and reports; and
- Formulation of additional market rules and proposals to modify existing rules.

Each Market Participant that has an account for Energy that is settled by the ISO for the current month shall pay each month an amount based on Energy Transaction Units (Energy TUs), Increment Offers, Decrement Bids, Volumetric Measures, submitted FTR auction bids, and cleared FTR auction bids.

Energy TU Based Charges: Each Customer that has, during a month, incurred Energy TUs exceeding zero shall pay an amount, in arrears, equal to the sum of the products of:

- (1) \$0.65101 times the Customer’s first 12,500 Energy TUs for that month; plus
- (2) \$0.59182 times the amount of Energy TUs that exceed 12,500 but are less than or equal to 39,500; plus
- (3) \$0.53264 times the amount of Energy TUs that exceed 39,500.

Charges Based on Increment Offers and Decrement Bids: Each Customer submitting Increment Offers and/or Decrement Bids shall pay, in arrears, amounts equal to:

- (1) \$0.00500 times the number of Increment Offers and Decrement Bids submitted by the Customer for that month; plus
- (2) \$0.06000 times the number of Increment Offers and Decrement Bids submitted by the Customer for that month that clear in the Day-Ahead Energy Market.

Volumetric Measure Based Charges: A Customer shall be considered an EAS VM Customer if the sum of Monthly Real-Time Load Obligation and Monthly Real-Time Generation Obligation (measured in megawatt-hours, MWh) assessed to that Customer during the month exceeds zero (0), in which case, the total EAS VM charges for that Customer shall be equal to the sum of:

- (1) Monthly Real-Time Load Obligation (MWh); and
- (2) Monthly Real-Time Generation Obligation (MWh); provided, however, that Monthly Real-Time Generation Obligation associated with energy imported into the New England Control Area by Bangor Hydro-Electric Company across the New Brunswick ties shall be excluded (up to 300 MW) for billing and rate calculation purposes from EAS VMs.

Subject to the foregoing, each Market Participant that is identified as an EAS VM Customer for that month shall pay an amount, in arrears, based on total EAS VM, equal to:

- (a) \$0.25517 per MWh for the first 250,000 MWh of EAS VM for that month; plus
- (b) \$0.23197 per MWh for each VM that exceeds 250,000 EAS VM but is less than or equal to 1,500,000 MWh for that month; plus
- (c) \$0.20877 per MWh for each EAS VM in excess of 1,500,000 MWh for that month.

Charges Based on Submitted and Cleared FTR Bids: Each Customer submitting FTR auction bids shall pay, in arrears, amounts equal to:

- (1) \$.85853 times the number of bids submitted by the Customer into any FTR auctions held for that month; plus
- (2) \$.85853 times the number of bids submitted by the Customer into any annual or multi-month FTR auctions (billed with the invoice for the first month of the annual or multi-month FTR auction); plus
- (3) \$1.21377 times the number of bids submitted by the Customer during that month that clear any FTR auctions held for that month; plus
- (4) \$1.21377 times the number of bids submitted by the Customer that clear any annual or multi-month FTR auctions (billed with the invoice for the first month of the annual or multi-month FTR auction).

Schedule 3
Reliability Administration Service

Reliability Administration Service (“RAS”) is the Service provided by the ISO to administer the Reliability Markets (and facilitate reliability-associated transactions and arrangements) in accordance with the Tariff and the corresponding rules promulgated thereunder, and to provide other reliability and informational services. The Reliability Markets are also a means by which certain Ancillary Services are obtained under Section II of the Tariff. Each Customer must enter into a Service Agreement.

The ISO’s administrative expenses are based on the functions required to provide this Service and include, but are not limited to:

- Generation and demand dispatch associated with Reliability Markets;
- Reliability Markets accounting;
- Billing preparation;
- The ISO generation emissions analysis;
- Risk profile updates;
- Triennial review of resource adequacy;
- Studies and qualification of resources under Forward Capacity Market;
- Preparation of regional reports and load forecasts and profiles (Capacity, Energy, Load and Transmission reports; reports to the Energy Information Administration (EIA) of the United States Department of Energy; reports to the North American Electric Reliability Corporation; Regional System Plan);
- Support of power supply, environmental and market reliability planning activities;
- Market power monitoring, mitigation and assessment for the Reliability Markets;
- Formulation of additional market rules and proposals to modify existing rules.

(A) Each Transmission Customer taking Through or Out Service that is not a Market Participant shall be considered a RAS Customer and shall pay each month, in arrears, a RAS fee equal to the product of \$3.02 times the number of hourly Through or Out reservations made for that month.

(B) Each Customer that is a Market Participant shall be considered a RAS Customer and shall pay each month, in arrears, an amount equal to the product of \$0.18763 per kilowatt month times the Market Participant's Real-Time NCP Load Obligation (measured in kilowatts) for that month.

(C) For Exports, each RAS Customer shall pay each month, in arrears, an amount equal to \$0.37 per MWh per Export, where MWh represents the hourly scheduled MWs of associated Export.

In order to preserve the settlement approved in Docket No. ER01-316, Market Participants engaging in "through" transactions using Through or Out Service will not be deemed to have a Real-Time Load Obligation on account of those transactions.

Charges collected under Schedule 3 for RAS do not include any amounts paid by the ISO on behalf of the Market Participants to purchase emergency power.

Charges collected under Schedule 3 for RAS do not include the recovery of costs associated with disclosure or tracking obligations. If one or more states require Market Participants to undertake such activity the ISO will separately charge the expenses associated with such obligations.

All general terms and conditions of the Tariff apply to this Service.

Schedule 4

Collection of Commission Annual Charges

Each Transmission Owner that is jurisdictional to the Commission shall provide to the ISO under oath, sixty days in advance of the due date for the Commission's Reporting Requirement No. 582 ("FERC-582"), data for the pertinent period concerning the Transmission Owner's megawatt-hours of all unbundled transmission (including MWh delivered in wheeling transactions and MWh delivered in exchange transactions) and the Transmission Owner's megawatt-hours of all bundled wholesale power sales (to the extent these latter MWh were not separately reported as unbundled transmission) for the pertinent period, in the level of detail required by Commission regulations and necessary for the ISO to make and support a FERC-582 report by the ISO for the New England Control Area. These amounts are reported on the Commission's Form 1 in connection with accounts 447, 456, and 555.

Upon the ISO's receipt of the Commission's bill for the annual charges for the New England Control Area, the ISO will promptly calculate the allocable portion of that annual charge payable by each Transmission Owner. To determine the amount payable by each Transmission Owner for the annual charge for the then-current Commission fiscal year, the ISO will divide each Transmission Owner's total reported megawatt-hours of transmission of electric energy in interstate commerce by the total megawatt-hours of transmission of electric energy in interstate commerce reported for the prior calendar year by the ISO in FERC-582 for the New England Control Area, and multiply the resulting figure by the Commission's annual charge to the New England Control Area for the then-current Commission fiscal year. The allocation among Transmission Owners of any adjustments for the prior Commission fiscal year reflected in the current-year Commission bill will be calculated by multiplying (x) each Transmission Owner's adjusted sales (i.e., megawatt-hours of transmission of electric energy in interstate commerce) for the calendar year on which that prior Commission fiscal year's annual charges were based by (y) the final Commission charge factor for that prior fiscal year, as indicated in the Commission bill. This amount will be compared with the amount originally paid by the corresponding Transmission Owner for the prior fiscal year and any difference (positive or negative) will be an adjustment to the payment required from that Transmission Owner for current-year Commission annual charges. The ISO will promptly notify each Transmission Owner of the required payment, and each Transmission Owner shall pay to the ISO, within fifteen (15) days of the Transmission Owner's receipt of the notice, the amount specified in the notice.

Each Transmission Owner will provide the ISO with assistance reasonably required in responding to information requests and audits by the Commission in connection with the Form 582 Reporting Requirement and payment of annual charges.

Schedule 5
Collection of NESCOE Budget

The ISO acts as the billing and collection agent for the New England States Committee on Electricity (NESCOE) for recovery of amounts reflected in the annual NESCOE budget through the rates set forth below. Each year, NESCOE will develop an annual budget, including supporting documentation and justification and a collection schedule, and present it to the ISO in final form no later than October 20 for the following calendar year, following the budget review process set forth in understandings among NESCOE, the ISO, and NEPOOL, which process is anticipated to begin in June each year. NESCOE shall not exceed its budget in any given calendar year. The “General True-Up Provision” in Section IV.A.2.2.(2) of this Tariff shall apply to this Schedule 5.

The ISO will calculate the Schedule 5 rate based on the rate design specified below. The ISO will submit the NESCOE-provided materials and any revised tariff sheets to the Commission separately but contemporaneously with the ISO’s annual filing of rates to recover ISO’s other administrative expenses.

For the calendar year 2015, the six New England states shall bear NESCOE’s budgeted costs as follows. Each Customer that is obligated to pay the Regional Network Service rate shall pay each month, in arrears, an amount equal to the product of \$0.00000 per kilowatt times its Monthly Regional Network Load for that month.

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2/6/2015

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