May 9, 2024

VIA ELECTRONIC FILING

The Honorable Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: Revision to the Attachment K Longer-Term Transmission Planning Process; *ISO New England Inc.*, Docket No. ER24-___-000

Dear Acting Secretary Reese:

Pursuant to Section 205 of the Federal Power Act ("FPA")[1] and Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,[2] ISO New England Inc. (the "ISO")[3] joined by the New England Power Pool ("NEPOOL") Participants Committee, and the Participating Transmission Owners Administrative Committee ("PTO AC") on behalf of the Participating Transmission Owners ("PTO") (together, the "Filing Parties"),[4] hereby jointly submit proposed revisions to the Tariff to establish, as part of the optional, longer-term transmission planning process, the mechanisms that enable the New England states to develop policy-based transmission facilities in connection with Longer-Term Transmission Studies ("LTTS"),[5] and the

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1 16 U.S.C. § 824d.

2 18 C.F.R. § 35.

3 Capitalized terms used but not defined in this filing are intended to have the meaning given to such terms in the ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff"). Section II of the Tariff is the Open Access Transmission Tariff ("OATT").

4 Under New England's Regional Transmission Organization arrangements and, except as noted below, the rights to make this filing of changes to the OATT under Section 205 of the FPA are the ISO's. NEPOOL, which pursuant to the Participants Agreement provides the sole market participant stakeholder process for advisory voting on ISO matters, supported the changes reflected in this filing and accordingly, joins in this Section 205 filing.

5 These policy-based transmission facilities are categorized as Longer-Term Transmission Upgrades ("LTTU"), which the Tariff revisions included in this filing propose to define as "an addition, modification, and/or upgrade to the New England Transmission System that meets the voltage and non-voltage criteria for Longer-Term Transmission Upgrade PTF classification in the

associated cost allocation methods for these upgrades. The proposed Longer-Term Transmission Planning ("LTTP") Tariff revisions are referred to, collectively, as the "LTTP Phase 2 Changes." The LTTP Phase 2 Changes are supported by the joint testimony of Mr. Brent K. Oberlin, Executive Director, Transmission Planning, and Ms. Marianne L. Perben, Director, Planning Services ("Oberlin/Perben Testimony"), which is sponsored solely by the ISO.[6] The LTTP Phase 2 Changes reflect the outcome of an extensive and collaborative effort between the ISO, the New England States Committee on Electricity ("NESCOE") representing the New England states, the PTOs, and NEPOOL to address the states' process requests.

The LTTP Phase 2 Changes comprise a package of processes that enable the New England states to advance from the state-requested, scenario-based LTTS to regional transmission solutions and cost allocation for such solutions needed for the states to achieve their energy and environmental policy objectives. The processes include: (1) a comprehensive **core process** and (2) an add-on **supplemental process**.[7] These processes are incorporated as part of the optional, complementary longer-term planning procedures that the Commission accepted for inclusion in the ISO's Regional System Planning Process

OATT and has been included in the Regional System Plan ("RSP") and RSP Project List as a Longer-Term Transmission Solution pursuant to the procedures described in Section 16 of Attachment K of the OATT."

[6] The Oberlin/Perben Testimony is included as Attachment 3 to this transmittal letter.

[7] To the extent that the Commission determines that the add-on supplemental process somehow does not meet the Section 205 standard for acceptance, the Filing Parties respectfully request that the Commission consider the supplemental process as described in Sections 16.4(j) (second paragraph) and 16.8 of Attachment K to the OATT, as well as Section B.10(b) of Schedule 12 to the OATT as severable from the fully integrated, core process. *See NRG Power Mkt'g, LLC v. FERC*, 862 F.3d 108 ("*NRG*"), *reh'g denied*, 2017 U.S. App. LEXIS 18218 (D.C. Cir. 2017). In *NRG*, the U.S. Court of Appeals for the District of Columbia vacated a Commission decision that accepted an FPA section 205 filing subject to compliance directives that, in the Court's view, "transform[ed] the proposal into an entirely new rate of FERC's own making." *NRG* at 110. The NRG Court stated that the Commission is prohibited from imposing "an entirely different rate design," or "half of a proposed rate," and that the Commission cannot employ a rate design that is "methodologically distinct" from a proposed rate. *Id.* at 115 (quoting *W. Res., Inc. v. FERC*, 9 F.3d 1568, 1578-79 (D.C. Cir. 1993)). But the NRG Court also noted that "it would be 'empty formalism' to require the utility to make a new filing in order to implement minor changes." *NRG* at 116 (citing *Winnfield v. FERC*, 744 F.2d 871, 876 (D.C. Cir. 1984)); *see also Renew Ne., Inc. v. ISO New England Inc.*, 182 FERC ¶ 61,085 (2023), concur op. (Commissioner Clements) at P 13 ("ISO-NE and stakeholders should also keep in mind that the extent to which the Commission's hands are tied under NRG depends in large part on how ISO-NE presents any proposed tariff revisions to the Commission. For example, should ISO-NE indicate that the elements are severable from one another, then if any single element does not meet the Federal Power Act's standard, the Commission could approve the other elements while rejecting only the deficient portion(s), consistent with precedent.") (citing *PacifiCorp*, 179 FERC ¶ 61,089, at P 51 (2022) (directing PacifiCorp to submit a compliance filing within 30 days that removes a specific portion of the proposed revisions identified by PacifiCorp as severable from the remainder of the filing package)).

set forth in Attachment K of the OATT.[8] The cornerstone of these new processes is a competitive solicitation for transmission solutions to address state energy and environmental policy objectives to be administered by the ISO, using the same framework that the Commission has found meets its articulated transmission planning principles. The processes will include strong stakeholder engagement along the way. They will also have an *ex ante* default cost allocation methodology for LTTUs that meet Tariff-based criteria demonstrating quantifiable broad regional benefits, and a mechanism for alternative cost allocation methods where projects do not meet the Tariff-based criteria. Thus, these proposed transmission planning and cost allocation processes will both meet the Commission's principles and precedent and will allow the New England states to achieve their policy objectives through transmission solutions to identified needs.

The Filing Parties submit that the LTTP Phase 2 Changes represent a just and reasonable optional, complementary process to the regional planning processes required in Order Nos. 890[9] and 1000.[10] The LTTP Phase 2 Changes are a critical step in facilitating the investment in transmission necessary for the states to meet their energy policy objectives, and, while not proposed in connection with the Commission's April 21, 2022 Notice of Proposed Rulemaking, they align with and advance the objectives articulated in therein.[11] In addition to the New England states' support, the changes received overwhelming support in the NEPOOL stakeholder process. Accordingly, for the reasons detailed in this transmittal letter and accompanying testimony, the Filing Parties respectfully request that the Commission accept the LTTP Phase 2 Changes as filed, without modification or condition, with an effective date of July 9, 2024.

I. INTRODUCTION AND BACKGROUND

It is well known that the New England power system is undergoing a significant transformation primarily driven by the New England states' energy and environmental policies, which are aimed at reducing greenhouse gas emissions and increasing renewable

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[8] *See ISO New England Inc.*, 178 FERC ¶ 61,137 (2022) (accepting Tariff revisions to incorporate a supplementary transmission planning process authorizing the ISO to conduct state-led, scenario-based transmission analysis in the Regional System Planning Process) ("February 2022 Order").

[9] *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 118 FERC ¶ 61,119, *order on reh'g*, Order No. 890-A, 121 FERC ¶ 61,297 (2007), *order on reh'g & clarification*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh'g & clarification*, Order No. 890-C, 126 FERC ¶ 61,228, *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009).

[10] *Transmission Planning and Cost Allocation by Transmission Owning and Operating Public Utilities*, Order No. 1000, 136 FERC ¶ 61,051 (2011), *order on reh'g & clarification*, Order No. 1000-A, 139 FERC ¶ 61,132, *order on reh'g & clarification*, Order No. 1000-B, 141 FERC ¶ 61,044 (2012), *aff'd sub nom. S.C. Pub. Serv. Auth. v. FERC*, 762 F.3d 41 (D.C. Cir. 2014).

[11] *See Bldg. for the Future Through Elec. Reg'l Transmission Planning & Cost Allocation & Generator Interconnection*, 179 FERC ¶ 61,028 (2022) ("Transmission NOPR"). *See also* Initial Comments of ISO New England Inc., Docket No. RM21-17-000 (Aug. 17, 2022).

resources over the next few decades (2030-2050 timeframe).[12] For the states to achieve their energy and environmental policy goals, major transmission investment will be needed. While, to date, significant transmission investment has been made to address reliability needs and ensure the region's electricity needs are met in accordance with the existing Regional System Planning Process in the Tariff, there is a need for additional Tariff mechanisms to support the development of major transmission infrastructure.[13]

A. New England States' Request for a Longer-Term Planning Process and Increased Technical Support

Although New England's existing planning processes are facilitating development of regional high-voltage transmission, the New England states identified the need for a longer-term planning process that affords the states a central, decision-making role as critical to realizing the additional investment needed for a reliable, clean energy future. Specifically, in an October 2020 statement, expressed through NESCOE, the New England states identified a need for changes in transmission system planning to advance their vision of a clean, affordable and reliable regional electric grid. Therein, the states conveyed that:

> As a region, we cannot effectively plan for integrating clean energy resources and decarbonization of the electricity system required by certain states' laws without having a clear understanding of the investments needed in regional transmission infrastructure.[14]

To that end, the Vision Statement set out the states' transmission planning recommendations, which included a request that the ISO revise the Tariff[15] to incorporate a longer-term regional transmission planning process authorizing the ISO's performance of state-requested studies that could inform the region of the amount and type of infrastructure needed to meet the states' clean energy goals based on state-identified scenarios, assumptions and inputs on a routine basis.[16] The states' recommendations

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[12] *See New England Power Grid State Profiles 2023-2024*, ISO New England Inc., https://www.iso-ne.com/static-assets/documents/100010/new-england-power-grid-state-profiles.pdf (summarizing the New England states' energy policy goals).

[13] *See Transmission*, ISO New England Inc., https://www.iso-ne.com/about/key-stats/transmission (last visited May 2, 2024).

[14] *New England States' Vision for a Clean, Affordable, and Reliable 21st Century Regional Electric Grid*, New England States Committee on Electricity, 3-4 (Oct. 16, 2020), https://nescoe.com/resource-center/vision-stmt-oct2020/ ("Vision Statement").

[15] Attachment K of the OATT describes the ISO's regional system transmission planning process, and corresponding assumptions, for the performance of Needs Assessments and transmission solution development for reliability, market efficiency, and public-policy-based needs within the ten-year planning horizon.

[16] NESCOE's June 2021 Report to the Governors on advancing the states' vision recommended Tariff revisions to "implement a state-led, proactive scenario-based planning process for long-term analysis of state mandates and policies as a routine planning practice." *New England Energy Vision*

included the conduct of detailed planning processes for, among other things, the development of new transmission through competitive processes. The states, however, requested that matters of cost allocation be set aside until there is a better understanding of the transmission infrastructure needs.

Subsequently, in a July 2023 communication, NESCOE indicated the potential for increased reliance on the ISO to provide technical assistance in connection with state procurements and federal funding efforts to "help ready New England's transmission for the future and mitigate consumer costs."[17] In its communication, NESCOE noted its view that the requested technical support "is squarely aligned with ISO-NE's core role as the region's transmission planner and will provide benefits for both the New England power system and its consumers."[18] To the extent necessary, however, NESCOE requested that the ISO take appropriate steps, including any necessary Tariff revisions, to provide the states technical support.

B. Longer-Term Planning Effort to Meet the New England States' Requests

The ISO identified the need for Tariff changes in order to address the New England states' request because the ISO's Regional System Planning Process in Attachment K of the OATT did not provide for recurring performance of state-requested transmission analysis based on state-developed scenarios, inputs and assumptions, and time horizon. While such a construct would not fit within the Order No. 1000 required planning processes, in that order, the Commission also found that complementary, optional processes to those required by the Order acceptable.[19] Indeed, in the context of PJM Interconnection, L.L.C.'s ("PJM") Order No. 1000 compliance, the Commission accepted a proposed State Agreement Approach pursuant to which the PJM states enjoy "an additional option to further meet potential states' public policy needs" that is "not directly tied to meeting Order No. 1000's requirements."[20] Additionally, in a Policy Statement issued on June 17, 2021, the Commission recognized that voluntary, optional constructs can "provid[e] states with a way to prioritize, plan, and pay for transmission facilities" and

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Statement: Report to the Governors, New England States Committee on Electricity, 12 (June 2021), https://nescoe.com/wp-content/uploads/2021/06/Advancing_Vision_Report_6-29-21.pdf.

[17] Letter from New England States Committee on Electricity to ISO New England Inc., (July 17, 2023) (on file with New England States Committee on Electricity, https://nescoe.com/wp-content/uploads/2023/07/Memo-Regarding-Technical-Assistance-from-ISO-NE.pdf).

[18] *Id.*

[19] *See ISO New England Inc.*, 143 FERC ¶ 61,150, at PP 108, 121 (2013) ("May 2013 Order"), *order on reh'g*, 150 FERC ¶ 61,209 (2015).

[20] *PJM Interconnection, L.L.C.*, 174 FERC ¶ 61,090, at PP 2-3 (2021).

clarified "that neither the FPA nor the Commission's rules and regulations categorically preclude Voluntary Agreement" for states to plan and pay for transmission facilities.[21]

Therefore, to address the states' request, the ISO initiated an effort to develop Tariff changes to incorporate an optional, complementary longer-term transmission planning process. To accommodate the states' request that cost allocation issues be set aside, the ISO bifurcated this effort into two phases.[22] The first phase focused on the Tariff changes necessary to authorize the ISO's performance of state-requested, scenario-based transmission analysis to meet the specified State-identified Requirements on a regular basis.[23] The second phase of the effort would address the rules to enable the states to elect potential options for addressing the transmission analysis' identified issues and cost allocation for the associated transmission infrastructure.[24]

1. Overview of the LTTP Phase 1 Changes

With overwhelming support of the New England states and stakeholders, on December 27, 2021, the ISO and NEPOOL filed the first-phase Tariff revisions, which are referred to in this filing as the "LTTP Phase 1 Changes." These changes incorporated in a new Section 16 of Attachment K to the OATT an optional, non-Order No. 1000 required process for the New England states to advance policy-based objectives. The LTTP Phase 1 Changes established the rules that enable the states to request that the ISO perform state-requested, scenario-based transmission planning studies that may extend beyond the ten-year planning horizon (i.e., LTTS) on a routine basis.[25] Under these procedures, the New England states, through NESCOE, may request that the LTTS identify high-level transmission infrastructure (and, if requested, associated cost estimates) that could meet states' energy policies, mandates or legal requirements (*i.e.*, State-identified Requirements). As a state-led process, the procedures provide for the ISO to rely on the states to determine the range of scenarios, drivers, inputs, assumptions, and timeframes for use in the studies. While state-led, the process is a component of the ISO's Regional System Planning Process and, accordingly, follows the same open, transparent, informative, and consultative framework used for other transmission planning studies—thus, maintaining strong stakeholder involvement at each step of the process, consistent

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[21] *See State Voluntary Agreements to Plan and Pay for Transmission Facilities*, 175 FERC ¶ 61,225, at PP 2-3 (2021) ("2021 Policy Statement").

[22] *See* Attachment K Longer-Term Planning Changes, Docket No. ER22-727-000, at 2-3 (Dec. 27, 2021) ("LTTP Phase 1 Changes Filing").

[23] *See* LTTP Phase 1 Changes Filing at 2-3. *See also* Tariff § I.2.2 (defining, State-identified Requirement as "a legal requirement, mandate or policy of a New England state or local government that forms the basis for a Longer-Term Transmission Study request submitted to the ISO pursuant to the process set out in Section 16 of Attachment K of the OATT").

[24] *See* LTTP Phase 1 Changes Filing at 2-3.

[25] *See* OATT, Attachment K § 16.

with planning principles in Order Nos. 890 and 1000.[26] The Commission accepted the LTTP Phase 1 Changes on February 25, 2022.[27]

Since implementation of these rules in February 2022, the ISO, in partnership with NESCOE and with stakeholder input, has completed the first LTTS—the 2050 Transmission Study.[28] Consistent with Section 16 of Attachment K, the 2050 Transmission Study used scenarios, inputs, assumptions, and timeframes developed with NESCOE, and identified potential transmission needs and representative transmission solutions to reliably serve peak loads in 2035, 2040, and 2050, along with cost estimates.[29] The 2050 Transmission Study results, driven by assumptions about the future resource mix and demand for electricity provided by the states via the Massachusetts Energy Pathways to Deep Decarbonization study,[30] provide an unprecedented look at the future of New England's transmission system. This longer-term view will help inform the New England states' and stakeholders' decisions about improvements and pathways forward. Currently, however, LTTS, such as the 2050 Transmission Study, are only informational studies.[31] Additional Tariff revisions are needed to enable the New England states to act on LTTS findings.

2. Overview of the LTTP Phase 2 Changes

The LTTP Phase 2 Changes are described in detail in Section IV of this transmittal letter.

First, as described in Section IV.A, the LTTP Phase 2 Changes address the New England states' requests in the July 2023 NESCOE communication by revising Section 16

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[26] *See* May 2013 Order at P 45 (noting previous determination that the ISO's regional system planning process satisfies each Order No. 890 planning principle).

[27] *See* February 2022 Order at P 15.

[28] The 2050 Transmission Study Final Report is available at: https://www.iso-ne.com/static-assets/documents/100008/2024_02_14_pac_2050_transmission_study_final.pdf.

[29] Presentations, reports and summaries related to the 2050 Transmission Study are available at: https://www.iso-ne.com/system-planning/transmission-planning/longer-term-transmission-studies.

[30] *See Energy Pathways to Deep Carbonization*: *A Technical Report of the Massachusetts 2050 Decarbonization Roadmap Study*, Evolved Energy Research for the Commonwealth of Massachusetts (December 2020), https://www.mass.gov/doc/energy-pathways-for-deep-decarbonization-report/download.

[31] *See* February 2022 Order at P 15 n.22 (recognizing, "the purpose of a study performed under these Longer-Term Planning Revisions is informational and may provide a state or states a more accurate gauge from ISO-NE, as the transmission planner, of the estimated scope and, if requested, cost of the facilities needed to facilitate certain state public policies . . . [The] completion of a study through these Longer-Term Planning Revisions will not at this time result in such project being selected for regional cost allocation in the regional planning process").

of Attachment K to recognize explicitly the ISO's transmission system-related technical support to the states in procurements and efforts to secure federal funding. As the Regional Transmission Organization ("RTO") responsible for regional system planning in New England, the ISO believes that it is uniquely positioned to support the states in these efforts by independently and objectively evaluating and analyzing power system information, and ensuring a safe and reliable clean energy transition.

Next, Sections IV.B and IV.C of this transmittal letter describe the LTTP Phase 2 Changes that establish the optional processes through which the New England states can request proposals for the development of transmission infrastructure needed to address the findings of an LTTS (or follow-on studies, as proposed below), and advance their energy and environmental policy-based objectives. Specifically, the LTTP Phase 2 Changes incorporate the core process and add-on supplemental process in Section 16 of Attachment K. These new provisions include codifying the respective roles of NESCOE, as the entity representing the states, and the ISO, as the regional system planner, throughout the process, as well as the associated cost allocation approaches for transmission upgrades selected through the processes (*i.e.*, LTTU) in Schedule 12 of the OATT. Following is a brief overview of the optional processes, and other revisions comprising the LTTP Phase 2 Changes.

As described in Section IV.B and the Oberlin/Perben Testimony, the core process allows the New England states to advance the development of transmission when at least one Longer-Term Proposal submitted in response to a request for proposal ("RFP") meets the identified needs and has financial benefits that exceed the project's costs as calculated over the first twenty years of the project's life by a ratio that is greater than one—*i.e.*, a benefit-to-cost ratio ("BCR") that is greater than one. The supplemental process is an add-on to the core process that enables the New England states to agree to move forward with a transmission project where none of the proposals that meet the identified needs satisfy the Tariff-specified criterion (*i.e.*, greater-than-one BCR requirement).

Pursuant to new Section 16.4 of Attachment K, the <u>core process</u> begins following the completion of an LTTS or a follow-on study (if one is requested). The main components of the core process are: (i) RFP determination; (ii) RFP issuance, administration and evaluation; and (iii) project selection. Under this construct, following the conclusion of an LTTS or a follow-on study, at NESCOE's request, the ISO will consult with NESCOE on possible RFPs in connection with the results of an LTTS or a NESCOE-requested follow-on study. During this consultation, the ISO, at its sole discretion, may identify for NESCOE's consideration non-time-sensitive reliability (*i.e.*, need for which the year of need is beyond three years from the completion of the Needs Assessment) or market efficiency needs that could be combined with other policy-based longer-term needs to allow a single regional transmission solution that can address all the needs. NESCOE may then identify system concerns for potential inclusion in an RFP for stakeholder review and input. Following consideration of that input, NESCOE may request that the ISO issue an RFP(s) that includes the NESCOE-identified needs.[32] The ISO will supply its technical expertise to NESCOE to facilitate these determinations. If NESCOE requests that the ISO issue a longer-term RFP, the ISO, in consultation with NESCOE, will develop the RFP and issue it by posting a public notice on its website inviting Qualified Transmission Project Sponsors ("QTPS") to submit Longer-Term Proposals (individually or jointly with other QTPSs), together with a $100,000 deposit (per proposal), that comprehensively address all of the needs identified in the RFP. QTPSs bear responsibility for all costs associated with the development of proposals.

Next, in accordance with Section 16.4, the ISO will evaluate the Longer-Term Proposals to identify a preliminary preferred Longer-Term Transmission Solution. To determine the preliminary preferred solution, the ISO will consider two sets of evaluation factors. The first set of evaluation factors is similar to those used for other competitive processes under Attachment K, which are designed to assess, for example, electrical performance, cost, future system expendability and feasibility. The second set of evaluation factors is designed to determine the financial benefits of those Longer-Term Proposals that meet the needs identified in the RFP and are competitive. These financial benefits help ensure that a Longer-Term Proposal can provide multiple types of quantifiable benefits to the region. However, to qualify for the ISO's consideration as a preliminary preferred Longer-Term Transmission Solution for potential inclusion in the RSP and RSP Project List for cost allocation purposes, a Longer-Term Proposal that meets the RFP-identified needs must have a BCR that is greater than one. The ISO's identification of a preliminary preferred Longer-Term Transmission Solution and rationale will be presented and discussed with the Planning Advisory Committee ("PAC") for stakeholder review and input. Following consideration of that input, the ISO will select and identify the preferred Longer-Term Transmission Solution in a report that will be posted on its website.

Before the ISO proceeds with the inclusion of the Longer-Term Transmission Solution in the RSP and RSP Project List as an LTTU, pursuant to Section 16.4, NESCOE may request that the ISO terminate the process (in which case the ISO will do so). Otherwise, the ISO will proceed with the process with costs of the project to be allocated using either a preset, default cost allocation methodology or a NESCOE-requested alternative cost allocation, subject to the Commission's review and acceptance, as specified in Section B.10(a) of Schedule 12 of the OATT. As this is a state-led process, this optionality is designed to provide the New England states the opportunity to negotiate and ultimately ensure their support for the Longer-Term Transmission Solution. The preset, default cost allocation methodology reflects the states' consensus that costs commensurate with the greater-than-one BCR requirement be allocated across all six New England states

[32] As described in Section IV.B of this transmittal letter, the LTTP Phase 2 Changes incorporate additional processes that apply in the instance where the NESCOE-identified needs include non-time-sensitive reliability or market efficiency needs to be addressed through the longer-term planning competitive solicitation, rather than the existing processes under Section 4.3 of Attachment K. These additional processes are designed to ensure that these needs are met in the event the longer-term process is terminated for any reason.

on a load share basis, similar to Regional Benefit Upgrades, and consistent with the Commission's cost causation principle. If NESCOE does not terminate the process or identify an alternative cost allocation, the ISO will proceed to notify the applicable QTPS (and PTO with corresponding upgrades to its existing system), issue a Selected Qualified Transmission Project Sponsor Agreement ("SQTPSA"), and include the proposal in the RSP and RSP Project List as an LTTU. If NESCOE requests an alternative cost allocation methodology, the ISO will notify the applicable QTPS (and PTO) so they may proceed with the appropriate filings to effect the methodology. The ISO will proceed to issue a SQTPSA and include the Longer-Term Transmission Solution in the RSP and RSP Project List after NESCOE communicates that the process should proceed following a Commission order on the alternative cost allocation methodology.

Where no Longer-Term Proposal that meets the identified needs satisfies the Tariff-based criterion (*i.e.*, greater-than-one BCR requirement), pursuant to Section 16.4, the ISO will not identify a preliminary preferred Longer-Term Transmission Solution, but rather will recommend a Longer-Term Proposal for stakeholder review and input through the PAC and for New England states' consideration. Under the core process components, the ISO will then terminate the process unless NESCOE invokes the supplemental process that begins in Section 16.4(j) (last paragraph, and Section 16.8), within the timeframe specified therein. The supplemental process allows the New England states to advance a transmission project where the BCR requirement is not met by agreeing to a cost sharing arrangement. Under this arrangement the costs up to the Longer-Term Proposal's calculated BCR would be spread across all six New England states, similar to Regional Benefit Upgrades, and the remaining costs would be allocated among one or more states that elect to fund these costs in the manner specified by NESCOE, subject to the Commission's review and approval.

To invoke the supplemental process, NESCOE would need to send a communication to the ISO within the Tariff-specified timeframe that either: (a) accepts the ISO's recommended Longer-Term Proposal and identifies the New England states that volunteer to fund the remaining costs together with a description of the allocation method, or (b) requests that the ISO perform additional analysis on up to three Longer-Term Proposals. If NESCOE accepts the ISO's recommendation, the ISO will proceed to notify the applicable QTPS (and PTO) so they can make the appropriate filings with the Commission for the allocation of the remaining costs, and the process proceeds similar to the steps in the core process. Where NESCOE requests further analysis, the ISO will perform the analysis and present it to the PAC for stakeholder review and input. The ISO will terminate the supplemental process unless it receives a communication from NESCOE, within the Tariff-specified timeframe, that selects a viable Longer-Term Transmission Solution, and identifies the states that have elected to fund the remaining costs, together with the requested allocation method, in which case the process proceeds similar to the core process.

Finally, as described in Section IV.D of this transmittal letter, the LTTP Phase 2 Changes incorporate corresponding changes that are necessary to support the addition of the longer-term core and supplemental processes in the ISO's Regional System Planning Process and recognize LTTUs as a new category of upgrades.

C. Structure of the Transmittal Letter

To facilitate the Commission's consideration, the Filing Parties have structured the remainder of the filing as follows:

- Section I provides this introduction and background;
- Section II describes the Filing Parties and provides their respective contacts;
- Section III summarizes the standard of review;
- Section IV describes the LTTP Phase 2 Changes and provides their rationale;
- Section V describes the stakeholder process;
- Section VI provides the requested effective date;
- Section VII provides the required additional information; and
- Section VIII provides the conclusion.

II. DESCRIPTION OF THE FILING PARTIES AND COMMUNICATIONS

The ISO is the independent, private, non-profit entity that serves as the 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 the Transmission Operating Agreement ("TOA") with the New England PTOs. 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 plan and operate the system according to reliability standards established by the ISO, the Northeast Power Coordinating Council, Inc. ("NPCC") and the North American Electric Reliability Corporation.

NEPOOL is a voluntary association organized in 1971 pursuant to the New England Power Pool Agreement, and it has grown to include more than 530 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, developers, demand resource providers, and a merchant transmission provider. Pursuant to revised governance provisions accepted by the Commission,[33] the participants act through the NEPOOL Participants Committee. The Participants Committee is authorized by Section 6.1 of the Second Restated NEPOOL

[33] *See ISO New England Inc. v. New Eng. Power Pool*, 109 FERC ¶ 61,147 (2004).

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."

Pursuant to the terms of the TOA among the PTOs[34] 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 Local Service over non-Pool Transmission Facilities under Schedule 21 of the ISO-NE OATT. 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.

Correspondence and communications in this proceeding should be addressed as follows:

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[34] The PTOs include: Town of Braintree Electric Light Department; Central Maine Power Company; Chicopee Municipal Lighting Plant; Connecticut Municipal Electric Energy Cooperative; Connecticut Transmission Municipal Electric Energy Cooperative; Eversource Energy Service Company on behalf of The Connecticut Light and Power Company, Public Service Company of New Hampshire and NSTAR Electric Company; Fitchburg Gas and Electric Light Company; Green Mountain Power Corporation; The City of Holyoke Gas and Electric Department; Town of Hudson Light and Power Department; Maine Electric Power Company; Massachusetts Municipal Wholesale Electric Company; Town of Middleborough Gas & Electric Department; The Narragansett Electric Company d/b/a Rhode Island Energy; New England Power Company d/b/a National Grid; New Hampshire Electric Cooperative, Inc.; New Hampshire Transmission, LLC; Town of Norwood Municipal Light Department; Town of Reading Municipal Light Department; Shrewsbury Electric and Cable Operations; Town of Stowe Electric Department; Taunton Municipal Lighting Plant; The United Illuminating Company; Unitil Energy Systems, Inc.; Vermont Electric Cooperative, Inc.; Vermont Electric Power Company, Inc.; Vermont Public Power Supply Authority; Vermont Transco LLC; Versant Power; and Town of Wallingford, CT, Department of Public Utilities, Electric Division.

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III. STANDARD OF REVIEW

The LTTP Phase 2 Changes are submitted pursuant to Section 205 of the FPA, which "gives a utility the right to file rates and terms for services rendered with its assets."[36] Under Section 205, the Commission "plays 'an essentially passive and reactive' role"[37] whereby it "can reject [a filing] only if it finds that the changes proposed by the public

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[35] 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.

[36] *Atl. City Elec. Co. v. FERC*, 295 F.3d 1, 9 (D.C. Cir. 2002).

[37] *Id.* at 10 (quoting *Winnfield v. FERC*, 744 F.2d at 876).

utility are not 'just and reasonable.'"[38] 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."[39] The LTTP Phase 2 Changes filed herein "need not be the only reasonable methodology, or even the most accurate."[40] As a result, even if an intervenor or the Commission develops an alternate proposal, the Commission must accept the Tariff revisions proposed in this Section 205 filing if the revisions are just and reasonable.[41]

IV. DESCRIPTION AND RATIONALE FOR THE PROPOSED TARIFF CHANGES

In this section, the Filing Parties describe the LTTP Phase 2 Changes and provide their justification. Section IV.A describes the revisions to Section 16 of Attachment K, which sets forth the procedures for the ISO's provision of technical support to the New England states in procurement and federal funding efforts, and provide for the conduct of follow-on studies. Next, Section IV.B.1 describes the Tariff revisions that incorporate the core process components of the longer-term planning process, and Section IV.B.2 addresses the components of the supplemental process. The associated cost allocation methodologies for the core and supplemental processes are described in Sections IV.C.2 and IV.C.3, respectively. Finally, Section IV.D describes the additional revisions necessary to fully effect and incorporate the LTTP Phase 2 Changes in the Tariff.

A. Revisions to Attachment K Sections 16.1 and 16.3 Regarding Requests for and the Conduct of LTTS

The Filing Parties propose to revise Sections 16.1 and 16.3 of Attachment K to explicitly recognize the ISO's transmission system-related technical assistance and analyses in support of the efforts of the New England states to implement their energy and environmental policy goals.

As noted in Section I of this transmittal letter, the New England grid's transformation, driven primarily by the states' clean energy and environmental policies, requires significant transmission investment. To date, the New England states have declined to identify any state or federal policies as driving transmission need for consideration under the Tariff's Order No. 1000 public policy transmission planning

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[38] *Atl. City Elec. Co. v. FERC*, 295 F.3d at 9.

[39] *City of Bethany, Bushnell v. FERC*, 727 F.2d 1131, 1136 (D.C. Cir. 1984), *cert. denied*, 469 U.S. 917 (1984) ("*City of Bethany*"); *see also ISO New England Inc.*, 114 FERC ¶ 61,315, at P 33 & P 33 n.35 (2006) (citing *Pub. Serv. Co. of New Mexico v. FERC*, 832 F.2d 1201, 1211 (10th Cir. 1987); *City of Bethany* at 1136).

[40] *Oxy USA, Inc. v. FERC*, 64 F.3d 679, 692 (D.C. Cir. 1995) (citing *City of Bethany* at 1136).

[41] *Cf. S. Cal. Edison Co.*, 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 *Cities of Bethany* at 1136)).

construct, electing instead to advance state policy goals through clean energy procurements facilitated, in part, by the ISO's regional transmission planning processes, including the Interconnection Procedures. At New England state requests and with Interconnection Customers' consent, the ISO has provided support to the states in their evaluation processes for bids submitted into their RFPs to advance energy policy goals. In that regard, the ISO's role has been limited to being a source of technical expertise on the status of projects in the interconnection process, including sharing information on results of completed studies and necessary upgrades to support project interconnections.

The New England states, through NESCOE, have indicated the potential for increased reliance on the ISO to provide technical assistance, including technical analyses and evaluation of concepts or proposals, in connection with state procurements and efforts to secure transmission-related funding to the benefit of the region. Recognizing this increased support, the LTTP Phase 2 Changes revise Section 16.1 of Attachment K to explicitly recognize the ISO's transmission-system related technical support to the states as follows: "The ISO, at its sole discretion, may collaborate with and provide technical support to NESCOE or the New England states in connection with the states' procurements, and efforts to secure federal funding for transmission investments." The ISO, as the RTO for the region, is uniquely positioned to support the states as they seek to advance their policy-based objectives through procurement efforts and funding opportunities, and has the technical expertise to ensure a safe and reliable clean energy transition.

Additionally, the LTTP Phase 2 Changes revise Section 16.3 of Attachment K, which addresses the conduct of LTTSs, to allow NESCOE, following PAC's input on an LTTS report, to request that the ISO conduct follow-on studies based on the results of an LTTS and establish a process for the follow-on studies. As currently described in Section 16.3, following completion of an LTTS, the ISO will post the results of the study on its website and holds a meeting of the PAC to solicit input on the LTTS results for the ISO and NESCOE's consideration. The report identifies the overview of transmission system limitations and the high-level transmission infrastructure and, if requested, associated cost estimates, required to solve the longer-term issues identified in the study based on the state-identified scenarios and timeframes. The proposed changes incorporate follow-on studies to help the New England states, through NESCOE, narrow the areas of interest for potential consideration in an RFP. Where NESCOE requests a follow-on study, Section 16.3 provides for the ISO to follow a process that closely mirrors the initial LTTS process described in Sections 16.1 and 16.2, and provides ample opportunity for stakeholder engagement.

Specifically, upon receipt of a follow-on study request, the ISO will post the request on its website and hold a PAC meeting for NESCOE to present the request. The ISO, with PAC input, will develop the study's scope of work, parameters and assumptions. As in the case of the initial LTTS, the ISO will post the results of the follow-on study on its website, as needed, and hold another PAC meeting for input on the results. The ISO will prepare and post a final follow-on study report on its website.

B. Revisions to Attachment K to Incorporate the Competitive Solution Process for the Evaluation and Potential Selection of Longer-Term Transmission Upgrades

1. Description of the Longer-Term Planning Core Process Elements

The LTTP Phase 2 Changes incorporate the longer-term planning core process components in Sections 16.4 (excluding second paragraph in 16.4(j)) to 16.7 of Attachment K. Except as noted below, the core process mirrors the competitive solution development process for Public Policy Transmission Upgrades in Section 4A of Attachment K. The core process, while an optional process beyond Order No. 1000 requirements, constitutes an open, transparent, informative, and consultative process designed to provide ample stakeholder engagement opportunities throughout the evaluation and potential selection of proposals in connection with the findings of an LTTS or a follow-on study.

a. Longer-Term Needs Identification and RFP Determination: Section 16.4(a) of Attachment K

Like the existing transmission planning processes, pursuant to Section 16.4(a) of Attachment K, the competitive solution process for LTTUs begins with the potential identification of longer-term needs in connection with the findings of an LTTS or follow-on study, and a determination of whether to pursue a competitive solicitation for transmission solutions to meet that need. As the longer-term process is state-led, Section 16.4(a) provides for NESCOE, with the ISO's technical support, to identify the longer-term needs, and request that the ISO issue one or more longer-term RFPs to address the NESCOE-identified needs. The Filing Parties submit that NESCOE is the appropriate party for these decisions. NESCOE is the Commission-recognized regional state committee for New England and already serves in a coordinating role for the states in all aspects of regional system transmission planning, including the LTTS procedures. Moreover, relying on NESCOE in this manner is consistent with Commission planning orders, including Order No. 1000, where the Commission determined that "public utility transmission providers may rely on a committee of state regulators to identify transmission needs driven by public policy requirements."[42]

To facilitate NESCOE's coordination with the New England states and decisions, Section 16.4(a) provides for the ISO to consult with and offer technical support to NESCOE on possible longer-term needs that may be addressed through an RFP in connection with an LTTS or a follow-on study. While NESCOE is the entity responsible for identifying the longer-term needs under this provision, there may be an opportunity to combine known system concerns, such as non-time-sensitive reliability and market efficiency needs, into a potential longer-term RFP that allows a single solution that

[42] May 2013 Order at P 108.

addresses multiple needs.[43] Therefore, Section 16.4(a) provides that, during this consultation, the ISO, at its sole discretion, may identify for NESCOE's consideration known non-time-sensitive reliability or market efficiency needs that could be combined with longer-term needs in an RFP.

Section 16.4(a) does not impose an obligation on NESCOE to identify longer-term needs or request the issuance of an RFP. However, Section 16.4(a) provides that if the ISO receives a written list from NESCOE identifying specific needs that NESCOE may be interested in including in an RFP, the ISO will post that list on its website and hold a meeting of the PAC for NESCOE to present the identified needs and seek stakeholder input. Section 16.4(a) does not set a specific deadline for NESCOE to request an RFP. It instead allows for NESCOE to request, in writing, that the ISO issue an RFP inviting proposals that address the needs specified in NESCOE's request at any time following NESCOE's receipt and consideration of the PAC's input on the potential needs, but prior to the start of subsequent LTTS. This avoids having the ISO's transmission planning staff supporting a longer-term RFP while simultaneously conducting an LTTS, and ensures a subsequent LTTS can account for the outcomes of the RFP.

Where NESCOE's request for the ISO to initiate an RFP that includes any ISO-identified non-time-sensitive reliability or market efficiency needs, Section 16.4(a) provides for the ISO to address those needs through the competitive solicitation process for LTTUs in Section 16, instead of the existing rules in Section 4.3 of Attachment K, for the development of a transmission solution that meets the combined needs. Importantly, use of the competitive solution process in Section 16 is not intended to confer on NESCOE or the states any responsibility for reliability and market efficiency planning. It also is not meant to supplant the existing planning processes for reliability and market efficiency needs. Rather, it is meant to allow for the holistic development of a single solution that can address all the identified needs. To ensure that any combined non-time-sensitive reliability or market efficiency needs are in fact met, Section 16.4(a) requires that the ISO initiate the applicable process under Section 4 of Attachment K if, for whatever reason, the

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[43] *See e.g.*, *Cal. Indep. Sys. Operator Corp.*, 133 FERC ¶ 61,224, at P 155 (2010) (accepting proposed tariff revisions for California Independent System Operator ("CAISO") in part because it allows CAISO "to consider state and federal policy requirements and directives in a holistic manner in its transmission planning process"), *order on reh'g*, 137 FERC ¶ 61,062 (2011); *Bldg. for the Future Through Elec. Reg'l Transmission Planning & Cost Allocation & Generator Interconnection*, 176 FERC ¶ 61,024, concur op. (Chairman Glick & Commissioner Clements) at P 2 (2021) ("In particular, we believe that the status quo approach to planning and allocating the costs of transmission facilities may lead to an inefficient, piecemeal expansion of the transmission grid that would ultimately be far more expensive for customers than a more forward-looking, holistic approach that proactively plans for the transmission needs of the changing resource mix. A myopic transmission development process that leaves customers paying more than necessary to meet their transmission needs is not just and reasonable."); *PJM Interconnection, L.L.C.*, 176 FERC ¶ 61,053, concur op. (Commissioner Clements) at P 26 (2021) ("[M]ore holistic regional planning is not just good for customers, it also provides opportunities for Transmission Owners to partner in the effective build out of PJM's system.").

longer-term process is terminated or any LTTU selected through the process for inclusion in the RSP and RSP Project List is removed from that list. If this occurs, recognizing the passage of time, Section 16.4(a) requires the ISO to reassess the time sensitivity for reliability needs that were combined in the longer-term RFP, and the three-year window for determining the applicable solution development process will be measured from the completion of this reassessment.

b. Longer-Term RFP Development, Issuance and Administration: Sections 16.4(b)-(e) of Attachment K

Where NESCOE requests that the ISO issue a longer-term RFP, the ISO will conduct a solution development process based on a single-phased competitive solicitation. Pursuant to Section 16.4(b), the ISO, in consultation with NESCOE, will develop the RFP. The ISO will begin the process by issuing a public notice inviting any interested entity that has been pre-qualified as a QTPS to submit Longer-Term Proposals offering solutions that comprehensively address all of the needs identified in the RFP.[44] In accordance with Section 16.4(b), QTPSs may submit individual or joint Longer-Term Proposal(s) for projects that address all the needs identified in the RFP. Consistent with the TOA and the provisions in the existing planning processes, Section 16.4(c) provides that neither the submission of a project by a QTPS nor the selection of a project submitted by a QTPS for inclusion in the RSP Project List alters a PTO's use and control of its existing right-of-way or require that a PTO relinquish such rights.[45]

As the Oberlin/Perben Testimony explains, to increase process efficiency, the LTTP Phase 2 Changes provide for the ISO to conduct a single-phase competition, rather than the two-phase/stage process established for reliability, market efficiency and public policy solicitations.[46] Accordingly, Section 16.4(d) adopts a comprehensive list of information that a QTPS must provide for a Longer-Term Proposal. The list in Section 16.4(d) reflects a combination of the requirements in the respective Phase/Stage One Proposal and Phase/Stage Two Solution provisions applicable to reliability, market efficiency, and public policy. The information requirements are intended to provide

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[44] *See* Oberlin/Perben Testimony at 16-17 (explaining that "[u]nlike the competitive process to address reliability and/or market efficiency needs, there is no Backstop Transmission Solution in the public policy process or the longer-term process. Requiring complete solutions increases the likelihood of the process successfully leading to development of transmission solutions, rather than having the process terminate because the submitted Longer-Term Proposals cannot be combined in a manner that addresses the identified needs."). A Backstop Transmission Solution is "a solution proposed: (i) to address a reliability or market efficiency need identified by the ISO in a Needs Assessment reported by the ISO pursuant to Section 4.1(i) of Attachment K to the ISO OATT, (ii) by the PTO or PTOs with an obligation under Schedule 3.09(a) of the TOA to address the identified need; and (iii) in circumstances in which the competitive solution process specified in Section 4.3 of Attachment K to the ISO OATT will be utilized." *See* Tariff at § I.2.2.

[45] *See ISO New England Inc.*, 150 FERC ¶ 61,209, at PP 227-228.

[46] *See* Oberlin/Perben Testimony at 16-19.

sufficient detail to enable the ISO to evaluate whether the proposal meets the needs identified in a single-phased RFP, and they are:

(i) detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;
(ii) detailed explanation of how the proposed solution addresses the identified need(s);
(iii) list of required major Federal, State, and local permits;
(iv) proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;
(v) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained;
(vi) description of the authority the QTPS has to acquire necessary rights of way;
(vii) experience of the QTPS in acquiring rights of way;
(viii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the proposed solution and their respective duration, and possible constraints;
(ix) detailed cost component itemization and life-cycle cost, including cost containment or cost cap measures;
(x) description of the financing being used;
(xi) design and equipment standards to be used;
(xii) detailed explanation of project feasibility and potential constraints and challenges;
(xiii) description of the means by which the QTPS proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and
(xiv) detailed explanation of potential future expandability.

Section 16.4(d) also provides that a QTPS may propose a solution that includes upgrades to a PTO's existing transmission system. In that case, the QTPS would need to provide all data available to the QTPS as part of its Longer-Term Proposal. For clarity, the QTPS is not required to procure the PTO's agreement for implementation of such corollary upgrades, for the PTO would be required to implement such upgrades to its existing facilities under the TOA if the QTPS's proposed solution is selected through the competitive process.[47] Additionally, in accordance with Section 16.4(e), the QTPS would

[47] *See Transmission Planning Process Guide*, ISO New England Inc., 30 (Sept. 8, 2023), https://www.iso-ne.com/static-assets/documents/2023/09/2023_09_08_pac_transmission_planning_process_guide.pdf.

also need to identify as part of its Longer-Term Proposal any Local System Plans that require coordination.[48]

As Section 16.4(d) provides, the ISO will specify the deadline for QTPSs to submit Longer-Term Proposals, together with a $100,000 deposit, in response to the RFP. The deadline will be no less than sixty days from the public notice inviting proposals. QTPSs will be responsible for all the study, design and other development costs associated with the Longer-Term Proposal.[49] The ISO's costs associated with evaluating the Longer-Term Proposals will be funded by the $100,000 deposit.[50]

c. Longer-Term Proposal Review: Sections 16.4(f)-(g) of Attachment K

Upon receipt of the Longer-Term Proposals, pursuant to Section 16.4(f), the ISO will perform an initial review of each proposal to determine whether the proposed solution:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 16.4(d);
(ii) satisfies the needs identified in the RFP;
(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and
(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

The criteria specified in Section 16.4(f) are designed to ensure that the Longer-Term Proposals submitted include all of the information required in Sections 16.4(d) and (e), satisfy the needs identified in the RFP, are feasible, and eligible for construction by the QTPS. If, as part of its review, the ISO identifies minor deficiencies in the information provided in connection with a Longer-Term Proposal, pursuant to Section 16.4(g), the ISO will notify the QTPS that submitted the proposal, and provide an opportunity for the QTPS

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[48] New England PTOs' Local System Plans are available at: https://www.iso-ne.com/committees/planning/topac.

[49] *See* OATT, Attachment K §§ 16.5(b) & 16.8 (providing that QTPSs are eligible to seek recovery of costs associated with developing the LTTU subsequent to executing the SQTPSA). This, however, does not limit the PTOs' ability to recover costs incurred to fulfill their transmission planning obligations under the TOA.

[50] Per Section 16.4(d), the $100,000 deposit will be applied toward the ISO's costs, including the costs of any ISO consultant, associated with the evaluation of the Longer-Term Proposal, and any difference between the deposit and actual costs will be either paid by or refunded to the QTPSs, with interest.

to cure the deficiencies. In addressing these deficiency, the QTPS cannot modify its proposal.

Recognizing the variability in cost estimation methodologies used by competitive solicitation bidders, as the Oberlin/Perben Testimony explains, the ISO will develop an independent estimate for capital costs for Longer-Term Proposals that meet the criteria in Section 16.4(f), using a consistent cost estimating methodology.[51] Doing so will facilitate consistency in the ISO's evaluation of the remaining Longer-Term Proposals and their cost estimates. To fulfill this requirement, the ISO may perform the cost estimate on its own or use third party consultants.

d. Identification of a Preliminary Preferred Longer-Term Transmission Solution by the ISO: Section 16.4(h) of Attachment K

Section 16.4(h) is the core process provision that requires the ISO to evaluate the Longer-Term Proposals that meet the Section 16.4(f) criteria to identify, as the preliminary preferred Longer-Term Transmission Solution, the solution that offers the best combination of electrical performance, cost, future system expandability, and feasibility to address the needs within the timeframes specified in the longer-term RFP. Section 16.4(h) also lists the non-exhaustive sets of evaluation factors for the ISO to consider in making this determination. The evaluation factors are designed to ensure that the Longer-Term Proposals provide demonstrably quantifiable regional benefits. To that end, Section 16.4(h) provides that to qualify for consideration as a preliminary preferred Longer-Term Transmission Solution, a Longer-Term Proposal will be evaluated against multiple types of financial benefits and that such benefits must exceed the associated costs of the project by a ratio greater than one (*i.e.*, the Longer-Term Proposal must provide a BCR that is greater than one). The following is a description of the sets of evaluation factors and the methodology for calculating the BCR, which are both explained in detailed in the Oberlin/Perben Testimony.[52]

Section 16.4(h) includes two sets of evaluation factors for the ISO's identification of a preliminary preferred Longer-Term Transmission Solution. The first set of factors is similar to those used in other competitive processes under Attachment K to identify the Longer-Term Proposals that meet the needs identified in the RFP and are competitive in terms of electrical performance, cost, future system expandability and feasibility. These include, but are not limited to:

- Life-cycle costs, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;

[51] *See* Oberlin/Perben Testimony at 20-21.

[52] *See id*. at 21-32.

- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- QTPS capabilities

The second set of evaluation of factors are those that the ISO will use to determine the financial benefits of those Longer-Term Proposals that meet the needs identified in the RFP and are competitive in terms of electrical performance, cost, future system expandability, and feasibility. These factors include, but are not limited to:

- Production cost and congestion savings;
- Avoided capital cost of local resources needed to serve demand;
- Avoided transmission investment;
- Reduction in losses; and
- Reduction in expected unserved energy

These financial benefit metrics and their associated calculations are explained in detail in the Oberlin/Perben Testimony.[53]

Briefly, the ISO will calculate the production cost and congestion savings using a production cost model. These savings will be quantified as the difference between versions of the production cost model with and without the transmission project (*i.e.*, the Longer-Term Proposal). The ISO will use a capacity expansion model to determine reductions in capital costs for future resource development by being able to access or develop resources in other parts of the system with the Longer-Term Proposal, rather than developing resources in constrained parts of the system. The avoided transmission investment will determine the costs of reliability, market efficiency and aging infrastructure replacements that would no longer be needed or would be replaced by the Longer-Term Proposal. To calculate the reduction in losses and in expected unserved energy, the ISO will use the power flow and production cost models: power flow models will be used to establish the reduction in losses provided by the Longer-Term Proposal; multiple weather years and

[53] *See id*. at 23-32.

outages per year will be simulated with the production cost model to calculate expected unserved energy and its associated economic benefit.

While a Longer-Term Proposal may provide multiple types of reliability or economic value, such as reduction in production costs and congestion cost savings, these values are only realized if the benefits exceed the associated project costs as calculated over the project's life. Accordingly, Section 16.4(h) provides that only Longer-Term Proposals that meet the greater-than-one BCR criteria qualify for consideration by the ISO as a preliminary preferred Longer-Term Transmission Solution. Pursuant to Section 16.4(h), the ISO determines the Longer-Term Proposal's BCR by first adding the financial benefits and then dividing the total financial benefits by the Longer-Term Proposal costs. For this calculation, the financial benefits will be set equal to the present value of all financially quantifiable benefits provided by the project for the first twenty years of the project's life. The Longer-Term Proposal's costs will be set equal to the present value of the annual revenue requirements projected for the first twenty years of the project's life. In other words: BCR = financial benefits across 20 years / annual revenue requirement across 20 years. The 20-year period was chosen as it generally balances the desire to maximize the longer-term value of the transmission system,[54] the desire to manage parties' financial expectations, and potential future uncertainties.

The Filing Parties submit that the Section 16.4(h) criteria will help ensure that the ISO-identified preliminary preferred Longer-Term Transmission Solution not only meets the identified needs and is competitive as compared to other proposals, but also provides broad regional benefits. In accepting a similar criterion for the Multi Value Projects ("MVPs") under the transmission planning process in Midcontinent Independent System Operator, Inc. ("MISO"), the Commission noted this construct "provides a rigorous qualification standard because . . . to qualify for MVP status a project would need to have multiple types of economic benefits."[55] The Commission also found the BCR, which, in

[54] For example, the Commission's Transmission NOPR is based on a long-term regional transmission planning over a minimum of 20 years. *See* Transmission NOPR at P 330.

[55] *See Midwest Indep. Transmission System Operator, Inc.*, 133 FERC ¶ 61,221, at P 213 (2010) (accepting MISO's MVP framework, which requires transmission projects to meet certain criteria in order to qualify for MVP status, including provide multiple types of economic value, such as the reduction of planning reserve margins and the reduction of energy and operating reserve costs, and that the economic benefits exceed the associated project's economic costs with a total benefit-to-cost ration of 1.0 or higher), *order on reh'g,* 137 FERC ¶ 61,074 (2011), *aff'd in part sub nom. Ill. Commerce Comm'n v. FERC,* 721 F.3d 764 (7th Cir. 2013). *See also Midwest Indep. Transmission System Operator, Inc.*, 142 FERC ¶ 61,215, at PP 434, 439 (2013), *order on reh'g*, 147 FERC ¶ 61,217 (2014), *order on reh'g*, 150 FERC ¶ 61,037 (2015), *aff'd sub nom. MISO Transmission Owners v. FERC*, 819 F.3d 329 (7th Cir. 2016), *cert. denied sub nom. Ameren Servs. Co. v. FERC*, 137 S. Ct. 1223 (2017); *Midcontinent Indep. Sys. Operator, Inc*., 179 FERC ¶ 61,124, at PP 69, 79, *order on reh'g*, 181 FERC ¶ 62,219, at PP 50-51 (2022) (accepting modifications to the construct of MVPs portfolios under MISO's Tariff to be across subregions rather than the entire region, but maintaining the same analysis for cost-to-benefit ratios as the original MVPs, now across

the MVP case was 1.0, "just and reasonable because it ensures that the multiple economic benefits to all users is at least equal to the costs allocated to all users over the 20 years of service that are evaluated."[56] The financial benefits also align with those identified in the Commission's Transmission NOPR for longer-term regional transmission planning and cost allocation.[57]

Where at least one Longer-Term Proposal that meets the identified needs also meets the BCR requirement, Section 16.4(h) requires that the ISO report the identified preliminary preferred Longer-Term Transmission Solution to the PAC for stakeholder review and input.

e. Selection of Preferred Longer-Term Transmission Solution by the ISO: Section 16.4(i) of Attachment K

The core process provides for the ISO, instead of NESCOE, to identify the preferred Longer-Term Transmission Solution based on the factors specified in Section 16.4(h), but incorporates a step in the process for NESCOE to respond before the preferred Longer-Term Transmission Solution as identified is included in the RSP and RSP Project List for purposes of cost allocation (the cost allocation methods are described in Section IV.C, below).

Specifically, pursuant to Section 16.4(i), following receipt and consideration of stakeholder input on the ISO-identified preliminary preferred Longer-Term Transmission Solution, the ISO will identify the preferred Longer-Term Transmission Solution, together with an explanation as to why the solution is preferred, in a report and post that report on the ISO's website. Within thirty days of that posting, pursuant to Section 16.4(i), NESCOE may send a written communication to the ISO that either: (a) requests that the ISO terminate the longer-term process altogether, or (b) provides an alternative cost allocation for the longer-term costs (*i.e.*, costs that are beyond those required to address the reliability or market efficiency needs to the extent these needs were combined in the RFP).

It is appropriate to afford NESCOE the ability to terminate the process or proceed under an alternative cost allocation methodology because the longer-term process is an optional process for the New England states to develop and pay for policy-based transmission facilities in connection with an LTTS or a follow-on study. In the 2021 Policy Statement, the Commission clarified that state efforts to develop transmission facilities through voluntary arrangements "are not categorically precluded by the [FPA] or the Commission's existing rules and regulations."[58] In so doing, the Commission did not

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subregions); Order No. 1000 at P 636 (identifying, BCR threshold as an acceptable method for cost allocation).

[56] *Midwest Indep. Transmission System Operator, Inc.*, 133 FERC ¶ 61,221, at P 214.

[57] *See* Transmission NOPR at P 185.

[58] 2021 Policy Statement at P 3.

prescribe a form for such arrangements. To the contrary, the Commission provided examples of voluntary state agreements, including PJM's State Agreement Approach pursuant to which PJM enters into separate service contracts memorializing the arrangements and roles and responsibilities as between PJM and the given state or states that elected to pursue that process,[59] and the voluntary process in the ISO's Tariff that enables NESCOE to plan and pay for transmission facilities.[60] The six New England states, through NESCOE, have requested to have their voluntary arrangements regarding transmission development integrated into the ISO's regional system planning process in Attachment K. Doing so, therefore, necessitates building into the Attachment K provisions the means by which the states, through NESCOE, may terminate the process as they would under a contract.[61]

If the ISO receives a written NESCOE communication requesting termination, then the ISO will terminate the process pursuant to Section 16.6 of Attachment K. Similar to the termination provision under the public policy transmission process, Section 16.6 allows the ISO to cancel the longer-term RFP for any reason. Under the longer-term planning process, that reason could include a request to do so by NESCOE. If the ISO does not receive a written communication from NESCOE within thirty days of the report posting or a written request to terminate the process, then the ISO will proceed in accordance with the paths specified in Section 16.5 of Attachment K, which applies under the core process, where at least one Longer-Term Proposal has a greater-than-one BCR, as described below.[62]

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[59] *See* 2021 Policy Statement at P 4 n.5; *see also PJM Interconnection, L.L.C.*, 142 FERC ¶ 61,214, at PP 142-143 (2013), *order on reh'g and compliance*, 147 FERC ¶ 61,128, at P 92 (2014)*, order on reh'g*, 150 FERC¶ 61,038 (2015); *PJM Interconnection, L.L.C.*, 174 FERC ¶ 61,090, at P 14 (2021) (approving a study agreement that initiated a voluntary agreement entered into by PJM and the New Jersey Board of Public Utilities process in PJM).

[60] *See* 2021 Policy Statement at P 4 n.5; *see also* May 2013 Order at P 121.

[61] As it is well-recognized, state buy-in is critical to build transmission. Having another process where the ISO selects a longer-term transmission project without providing an opportunity for the states to override that decision will not make it more likely that the transmission will be built. *See, e.g.*, *PJM Interconnection, L.L.C.*, 187 FERC ¶ 61,012, concur op. (Commissioner Christie) at PP 5-6 (2024); Transmission NOPR at P 244 ("We believe that providing an opportunity for state involvement in regional transmission planning processes is becoming more important as states take a more active role in shaping the resource mix and demand, which, in turn, means that those state actions are increasingly affecting the long-term transmission needs for which we are proposing to require public utility transmission providers to plan in this NOPR.").

[62] *See infra* Section IV.B.g.

f. Reporting Where No Longer-Term Proposal Meets the Greater Than One BCR Criterion: Section 16.4(j) of Attachment K

To qualify for the ISO's consideration as a preliminary preferred Longer-Term Transmission Solution, a Longer-Term Proposal must satisfy the greater-than-one BCR requirement. In the event that no Longer-Term Proposal that meets the needs also meets this criterion, the ISO will not *identify* a preliminary preferred Longer-Term Transmission Solution. Instead, pursuant to Section 16.4(j), the ISO will present its findings to the PAC and *recommend* a Longer-Term Proposal for review and input. As is the case in other steps of the process, stakeholders may provide comments on the ISO's findings and recommendations and the ISO will post its responses to the stakeholders' comments on its website. If, after considering stakeholder input, the ISO determines that no Longer-Term Proposal meets the BCR criterion, the ISO will cancel the RFP pursuant to Section 16.6 after the fifteenth day from the posting of the ISO's response. This fifteen-day window under the core process is designed to provide NESCOE an opportunity to invoke the supplemental process at its discretion described below in Section IV.B.2.[63]

[63] Section 16.4(j) is the only provision that contains elements of both the core and supplemental processes. The language corresponding to the core process is fully integrated with that provision, whereas the language corresponding to the supplemental process may be severed without disrupting the core process should the Commission find the supplemental process problematic. For clarity, the following language in Section 16.4(j) belongs to the core process:

> In the event that no Longer-Term Proposal meets the benefit-to-cost ratio threshold, the ISO will present its findings to the Planning Advisory Committee. In the absence of a Longer-Term Proposal that meets the benefit-to-cost ratio threshold, the ISO will not identify a preliminary preferred Longer-Term Transmission Solution, but will make a recommendation on a Longer-Term Proposal. Members of the Planning Advisory Committee may provide comments to the ISO on its findings, and the ISO will provide and post on its website responses to written comments. If, after considering stakeholder input, the ISO determines that no Longer-Term Proposal meets the benefit-to-cost ratio threshold, the ISO will cancel the request for proposal in accordance with Section 16.6 of this Attachment K after the 15th day from the posting of the ISO's responses on the website.

The supplemental process language begins with the second paragraph, which states:

> Notwithstanding any other provision of this Attachment K, the ISO will not cancel the request for proposal in accordance with Section 16.6 of this Attachment K if, by the 15th day from the posting of the ISO's responses on the website, the ISO receives a written communication from NESCOE: (a) accepting the ISO recommended Longer-Term Proposal, identifying the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of the OATT, and identifying the manner in which those excess costs shall be allocated among the states identified in the communication, or (b) identifying up to three Longer-Term Proposals for which

g. Inclusion of the Longer-Term Transmission Solution in the RSP Where the Greater than One BCR is Met: Section 16.5 of Attachment K

Section 16.5 of Attachment K applies in the circumstances where the greater than one BCR has been met and NESCOE does not terminate the process under Section 16.4(i). In this case, the ISO proceeds with the inclusion of the Longer-Term Transmission Solution in the RSP and RSP Project List, as an LTTU, for costs to be recovered according to one of two possible cost allocation methodologies, both of which are discussed further below:

(a) the preset, default cost allocation method specified in Schedule 12 of the OATT;

or

(b) the NESCOE-provided alternative cost allocation methodology, subject to the outcome of the FPA Section 205 proceeding(s) initiated to effect the methodology.

Sections 16.5(a) and (b) set forth the detailed steps applicable in the case where the ISO proceeds under the default method and the steps applicable in the case where NESCOE invokes an alternative cost allocation method.

Specifically, where the default cost allocation method applies, pursuant to Section 16.5(a), the ISO will notify the QTPS that proposed the selected Longer-Term Proposal, as well as any PTO responsible for corollary upgrades, that the QTPS's project has been selected for development, and include the project in the RSP and RSP Project List as an LTTU. Pursuant to Section 16.5(b), the QTPS whose project was selected (or each qualified QTPS in the case of joint proposals) has thirty days from the ISO's notification to submit its executed SQTPSA, in the form contained in Attachment P of the OATT.

NESCOE seeks further analysis. If the communication from NESCOE accepts the ISO-recommended Longer-Term Proposal, this proposal becomes the preferred Longer-Term Proposal and the ISO will proceed in accordance with Section 16.8 of this Attachment K, which shall apply solely to Longer-Term Proposals that do not meet the greater than 1.0 benefit-to-cost ratio threshold. If NESCOE identifies Longer-Term Proposals for further analysis, the ISO will perform further analysis of these proposals, present its findings to the Planning Advisory Committee for input, and post that input on its website. A Longer-Term Proposal is eligible for NESCOE's identification as a preferred Longer-Term Proposal if the ISO, at its sole discretion, has determined that it addresses all the needs in the timeframes specified in the request for proposal(s) and is viable. The ISO will cancel the request for proposal in accordance with Section 16.6 of this Attachment K after 15 days from posting the Planning Advisory Committee's input, unless the ISO receives a written communication from NESCOE identifying a preferred Longer-Term Proposal, the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of the OATT, and identifying the manner in which those excess costs shall be allocated among the states identified in the communication, in which case, the ISO will proceed in accordance with Section 16.8 of this Attachment K.

Section 16.5(b) requires that the SQTPSA memorialize any cost cap or cost containment provisions that the QTPS proposed in the selected proposal.

Pursuant to Section 16.5(b), QTPSs whose projects are listed in the RSP and have executed the SQTPSA are entitled, pursuant to rates and appropriate financial arrangements set for the Tariff and, as applicable, the TOA or Non-Incumbent Transmission Developer Operating Agreement, to recover all prudently incurred costs associated with the development of the LTTU subsequent to the execution of the SQTPSA. To collect these costs, QTPSs that are not PTOs would need to submit filings, made pursuant to Section 205 of the FPA and pursuant to a new Schedule 14A of the OATT, which largely mirrors existing Schedule 14 of the OATT.[64] The PTOs would be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any corollary upgrades or modifications to such PTOs' existing facilities that are necessary to facilitate the development of a listed project proposed by any other QTPS. As noted, QTPSs bear responsibility for development costs incurred prior to execution of the SQTPSA. The longer-term provisions recognize that the work a PTO performs in meeting its obligations to plan and maintain its Transmission Facilities, as defined in the TOA, may inform a potential Longer-Term Proposal. To avoid any potential confusion, Section 16.5(b) makes clear that a PTO is not precluded from recovering costs incurred in meeting its obligations that it otherwise would have been entitled to under existing TOA and Tariff provisions.

Where NESCOE requests an alternative cost allocation, Sections 16.5(a) and (b) provide for the inclusion of the selected Longer-Term Proposal in the RSP and RSP Project, as an LTTU, following the Commission's approval of the cost allocation methodology. Accordingly, Sections 16.5(a) and (b) build additional process steps before the ISO proceeds with the inclusion of the selected Longer-Term Proposal in the RSP and RSP Project List, and the execution of the SQTPSA. Specifically, Section 16.5(a) provides for the ISO to notify the QTPS that proposed the selected Longer-Term Proposal, as well as any PTO responsible for corollary upgrades, that the QTPS's project has been selected for development. The ISO will also provide them with NESCOE's written communication reflecting the requested alternative cost allocation allowing the QTPS and/or PTO to proceed with the filings pursuant to Section 205 of the FPA as necessary to effect the alternative cost allocation. NESCOE would then have thirty days following the Commission's order on the alternative cost allocation to confirm that it wishes to proceed with the process or to terminate. If NESCOE does not terminate the process, then the provisions described above regarding the inclusion of the project in the RSP and RSP Project List as an LTTU and execution of the SQTPSA apply.

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[64] Like Schedule 14 of the OATT, a non-PTO QTPS would use Schedule 14A of the OATT to recover prudently incurred costs permitted under Section 16 of Attachment K related to Longer-Term Transmission Upgrades. Under Schedule 14A, the QTPS would have to submit an FPA Section 205 filing to specify actual costs and the period of time over which the costs are to be recovered. The ISO will bill those costs in accordance with the Commission's order approving the costs.

Pursuant to Section 16.5(c), if the ISO finds, after consultation with the QTPS, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion or that the sponsor is unable to proceed with the project due to forces beyond its reasonable control, the ISO will prepare a report, including a proposed course of action. If the QTPS that is the subject of the report is a PTO, the ISO's report will be made consistent with the provisions in Section 1.1(e) of the Schedule 3.09(a) of the TOA. If the QTPS that is the subject of the report is not a PTO, the report would include information from that sponsor. In either case, the ISO will file the report with the Commission.

2. Description of the Longer-Term Planning Supplemental Process Elements

The New England states' objective has been to establish a longer-term planning solicitation process that results in transmission investments needed to address the outcomes of an LTTS or a follow-on study and helps achieve their energy policy goals.[65] To that end, the LTTP Phase 2 Changes include a supplemental process that allows the states to advance a transmission project in instances where none of the Longer-Term Proposals that meet the RFP-identified needs: (1) satisfy the greater than one BCR by providing for costs up to the result of multiplying the cost of the proposal by the BCR to be regionalized, and (2) one or more states agree to fund the remaining costs pursuant to a Commission-approved methodology for allocating the costs among those states. The supplemental process provides states with the opportunity to build transmission that they see as necessary for their energy and environmental policies, goals, and initiatives.[66] The supplemental process is structured as an add-on to the fully-integrated core process rules described earlier in this letter. As described below, the supplemental process comprises only the following rules in Attachment K (as well as Section B.10(b) of Schedule 12, described below): Sections 16.4(j) (in part) and 16.8 of Attachment K. For clarity, the supplemental process rules cannot stand on their own absent the core process rules, but the add-on supplemental rules are incremental to and severable from the core process.

As briefly mentioned above, where no Longer-Term Proposal that meets the identified-RFP needs satisfies the greater than one BCR criterion, Section 16.4(j) provides for the ISO to present its findings, along with a recommended Longer-Term Proposal, to

[65] *See* NEPOOL Transmission Committee, *Supplemental Process Proposal*, New England States Committee on Electricity (Jan. 23, 2024), https://www.iso-ne.com/static-assets/documents/100007/a04.2_2024_01_23_tc_nescoe_supplemetnal_process_ltts.pdf.

[66] *See, e.g.*, *PJM Interconnection, L.L.C.*, 187 FERC ¶ 61,012, concur op. (Commissioner Christie) at PP 5-6 ; *id.*, concur op. (Commissioner Clements) at P 4 ("[S]tates should of course have the *opportunity* to fund infrastructure that meets their specific needs."); Transmission NOPR at P 244 ("We believe that providing an opportunity for state involvement in regional transmission planning processes is becoming more important as states take a more active role in shaping the resource mix and demand, which, in turn, means that those state actions are increasingly affecting the long-term transmission needs for which we are proposing to require public utility transmission providers to plan in this NOPR.").

the PAC for stakeholder review and input. After considering stakeholder input, the ISO must post written responses to that input on its website and cancel the RFP pursuant to Section 16.6 after the fifteenth day from the posting of the ISO's response. The supplemental process rules incorporate language in Section 16.4(j) that allow NESCOE to stop the ISO from terminating the process by sending a written communication to the ISO within fifteen days of the ISO's posting of its responses to stakeholder comments that either: (a) accepts the ISO's recommended Longer-Term Proposal and identifies the New England states, individually or jointly, that have agreed to voluntarily fund the costs of the recommended Longer-Term Proposal that exceed those that would be eligible for regionalization, together with the manner in which those excess costs would be allocated among those states, or (b) requests further ISO analysis for up to three Longer-Term Proposals. As provided under Section 16.4(j), if the ISO does not receive a written NESCOE communication after the fifteenth day from the posting of the ISO's response, the longer-term process terminates.

If the ISO receives a NESCOE written communication accepting the ISO-recommended Longer-Term Proposal, Section 16.4(j) provides for the ISO to proceed with the process in accordance with Section 16.8, which like Section 16.5, provides for the inclusion of a selected Longer-Term Proposal in the RSP and RSP Project List as an LTTU. If NESCOE identifies Longer-Term Proposals for further analysis, pursuant to Section 16.4(j), the ISO will perform further analysis of the identified proposals, present its findings to the PAC for stakeholder review and input, and post that input on its website. As part of this process, the ISO, as the entity responsible for the reliability of the system, will determine whether a Longer-Term Proposal is eligible for NESCOE's identification as a preferred Longer-Term Transmission Solution by indicating whether the Longer-Term Proposals that address the needs in the timeframes specified in the RFP and are viable. Section 16.4(j) then provides NESCOE fifteen days from the ISO's posting of the PAC input on its website to identify (1) a preferred Longer-Term Proposal, (2) the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for regionalization, and (3) the manner in which those excess costs shall be allocated among the states identified in the communication. If the ISO receives such a written communication, then it will proceed in accordance with Section 16.8.

Section 16.8, which mirrors Section 16.5, sets out the steps for inclusion of the Longer-Term Proposal selected under Section 16.4(j) in the RSP and RSP Project List as an LTTU and the execution of the SQTPSA following NESCOE's confirmation that it wishes to proceed with the process within thirty days of a Commission order on the filing, made pursuant to Section 205 of the FPA, submitted to effect the method for allocating the excess costs among the states that agree to fund the remaining costs.

C. Revisions to Incorporate Cost Allocation Methodologies for Longer-Term Transmission Upgrades in Schedule 12 of the OATT

The LTTP Phase 2 Changes revise Schedule 12 of the OATT, which sets forth the transmission cost allocation methodologies by upgrade type, to incorporate the cost allocation methodologies for LTTUs that are selected in the longer-term planning process for inclusion in the RSP and RSP Project List pursuant to Section 16 of Attachment K. The cost allocation methodologies for LTTUs are described in a new Section B.10 that comprises two subsections. Section B.10(a) describes the cost allocation methodology for LTTUs selected under the core process of longer-term planning. This cost allocation methodology applies when the BCR that is greater than one criterion specified in Section 16.4 of Attachment K has been met. Section B.10(b) describes the cost allocation methodology for LTTUs selected under the supplemental process, which applies when no Longer-Term Proposal meets the BCR criterion.

The Commission has generally recognized cost allocation as one of the most difficult issues facing multi-state RTOs undergoing a transformation of the grid driven primarily by state energy policies.[67] As discussed below, the cost allocation methodologies described in Section B.10 of Schedule 12 reflect the New England states consensus, and are overwhelmingly supported by the region's stakeholders. They also comport with Commission transmission cost allocation policy and case law. Accordingly, the Filing Parties request that the Commission accept the proposed revisions as just and reasonable.

1. Commission Precedent

Pursuant to Sections 205 and 206 of the FPA, the Commission is required to ensure that the rates, terms, and conditions for transmission of electricity in interstate commerce are just, reasonable, and not unduly discriminatory or preferential.[68] To meet this mandate, the costs of jurisdictional transmission facilities must be allocated in a manner that meets the cost causation principle; *i.e.*, the requirement that "all approved rates reflect to some degree the costs actually caused by the customer who must pay them."[69] Under this principle, the Commission must ensure that the costs allocated to a beneficiary are at least roughly commensurate with the benefits that are expected to accrue to that entity.[70] The

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[67] *See* Transmission NOPR at PP 297, 300 (recognizing that "knowing how the costs of transmission facilities would be allocated is critical to the development of new transmission infrastructure," and "involving state regulators when it comes to allocating the costs of new regional transmission facilities is particularly important given states' role in siting those transmission facilities, including consideration of the costs and benefits when making state public interest determinations").

[68] 16 U.S.C § 824d.

[69] *K N Energy, Inc. v. FERC*, 968 F.2d 1295, 1300 (D.C. Cir 1992).

[70] *See Ill. Commerce Comm'n v. FERC*, 576 F.3d 470, 476 (7th Cir. 2009) (citing *K N Energy*, 968 F.2d at 1300; *Transmission Access Policy Study Grp. v. FERC*, 225 F.3d 667, 708 (D.C. Cir 2000), *aff'd sub nom. N.Y. v. FERC*, 122 S. Ct. 1012 (2002)); *see also Old Dominion Elec. Coop. v. FERC*, 898 F.3d 1254, 1263 (2018) ("[T]he cost-causation principle prevents regionally beneficial projects from being arbitrarily excluded from cost sharing—a necessary corollary to ensuring that the costs of such projects are allocated commensurate with their benefits."); *Pub. Serv. Elec. & Gas Co. v. FERC*, 989 F.3d 10, 18 (D.C. Cir. 2021) (upholding a finding from the Commission that a project's

Commission and the courts, however, have recognized that cost allocation is not an exact science where costs and benefits are allocated with exact precision.[71] As the Supreme Court has stated, "allocation of costs is not a matter for the slide-rule. It involves judgment on a myriad of facts. It has no claim to an exact science."[72] The Seventh Circuit explained this as:

> We do not suggest that the Commission has to calculate benefits to the last penny, or for that matter to the last million or ten million or perhaps hundred million dollars. If it cannot quantify the benefits to the midwestern utilities from new 500 kV lines in the East . . . but it has an articulable and plausible reason to believe that the benefits are . . . roughly commensurate with those utilities' share of total electricity sales in PJM's region, then fine; the Commission can approve PJM's proposed pricing scheme on that basis.[73]

In its Order No. 1000 reforms, the Commission required transmission providers to include in their OATTs a method, or set of methods, for allocating costs of new transmission facilities selected in planning for regional cost allocation that comply with six cost allocation principles adopted therein.[74] Order No. 1000, however, allowed for "voluntary[] alternative cost sharing arrangements that are distinct from the relevant regional cost allocation method(s)."[75] As the Commission's 2021 Policy Statement clarifies, "neither the FPA nor the Commission's rules and regulations categorically preclude Voluntary Agreements among: (1) two or more states; (2) one or more states and one or more public utility transmission providers; or (3) two or more public utility transmission providers to plan and pay for new transmission facilities."[76] Indeed, in the context of Order No. 1000 compliance filings, the Commission accepted non-Order No. 1000, alternative cost sharing arrangements, such as the PJM State Agreement Approach, and the voluntary process in Section B.6 of Schedule 12, which enables NESCOE and state public utility regulators to plan and pay for transmission facilities.[77]

As discussed below and in the Oberlin/Perben Testimony, the LTTP Phase 2 Changes incorporated in Schedule 12 to reflect the states' consensus on cost allocation methodology approaches comply with the above-Commission precedent governing

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costs would not be at least roughly commensurate with the benefits received); *Midcontinent Indep. Sys. Operator, Inc.*, 179 FERC ¶ 61,124, at P 68.

[71] *See Ill. Commerce Comm'n*, 576 F.3d at 476-77.

[72] *Colo. Interstate Gas Co. v. FPC*, 324 U.S. 581, 589 (1945).

[73] *Ill. Commerce Comm'n*, 576 F.3d at 477.

[74] *See* Order No. 1000 at PP 9, 558.

[75] 2021 Policy Statement at P 3 (citing Order No. 1000 at PP 561, 724).

[76] 2021 Policy Statement at P 3.

[77] *See id*. at PP 4-5.

transmission cost allocation.[78] The revisions to incorporate the *ex ante* default cost allocation methodology for certain LTTUs ensure the costs for these upgrades will be allocated to customers in a manner roughly commensurate with benefits. The revisions providing for alternative cost allocation methodologies in special circumstances ensure the allocation does not take effect prior to the Commission's review and approval under Section 205 of the FPA.

2. Core Process Cost Allocation Methodology for Longer-Term Transmission Upgrades: Default and NESCOE-Specified Alternative Cost Allocation

The consensus cost allocation proposal for LTTUs selected under the core process in Sections 16.4 and 16.5 of Attachment K is for one-hundred percent of the project costs to be allocated among all six New England states based on a load ratio share unless NESCOE requests an alternative cost allocation methodology.[79] The LTTP Phase 2 Changes reflect this proposal to allocate the costs using a preset, default cost allocation method, while providing the option for the states to pursue an alternative cost allocation method in Section B.10(a) of Schedule 12. Specifically, where the LTTU costs are to be allocated using the preset, default cost allocation method, Section B.10(a) provides for the costs to be allocated similar to Regional Benefit Upgrades, which is across all six New England states based on their respective load ratio share. Providing for these costs in the same way as Regional Benefit Upgrades allows the use of existing Tariff rules and settlement constructs that are in place to effect the same allocation of costs, thereby facilitating implementation.

Where NESCOE requests an alternative cost allocation methodology and the LTTU solely addresses longer-term needs, pursuant to Section B.10(a), the LTTU costs will be allocated according to the NESCOE-requested alternative cost allocation methodology, subject to the Commission's review and approval. However, if NESCOE requests an alternative cost allocation methodology and the LTTU addresses needs beyond the longer-term needs included in the RFP (*i.e.*, non-time-sensitive reliability or market-efficiency needs), Section B.10(a) provides for the portion of the LTTU costs that correspond to the non-time-sensitive reliability or market-efficiency needs to be allocated consistent with the existing cost allocation for Regional Benefit Upgrades, which is set forth in Section B.5 of Schedule 12, and the incremental costs associated with addressing the longer-term needs included in the RFP to be allocated according to the NESCOE-requested alternative cost allocation method, subject to the Commission's review and approval. As the Oberlin/Perben Testimony explains, the ISO will determine the costs to be allocated as

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[78] *See* Oberlin/Perben Testimony at 33, 42-47.

[79] *See* Transmission NOPR at P 306 n.512 (providing states may choose to apply existing provisions for engaging with relevant state entities, for example, New England states "may consider NESCOE's by-laws in defining the threshold of agreement among relevant state entities").

Regional Benefit Upgrades by developing a representative transmission solution to the reliability and/or market efficiency needs.[80]

The Filing Parties submit the consensus cost allocation approach for LTTUs selected under the core process provisions adheres to Commission policy and case law requiring the allocation of costs in a manner at least roughly commensurate with the benefits derived from the transmission, and therefore is just and reasonable. At the outset, the Commission has accepted cost allocation constructs that provide for the use of either: (a) a preset, default cost allocation specified in Tariff, or (b) an alternative cost allocation methodology to be filed with the Commission for approval. An example of this construct is reflected in Section B.6 of Schedule 12, which the Commission accepted in the context of the ISO's Order No. 1000 compliance filings.[81] The preset, default cost allocation methodology is consistent with the Commission's core cost causation principles in that to qualify to be selected as a Longer-Term Transmission Solution under the longer-term planning process, the project must provide demonstrable quantitative benefits that result in a BCR that is greater than one. This is also consistent with Regional Cost Allocation Principle 3 established in Order No. 1000 (*i.e.*, the use of a BCR should not exceed 1.25) and Commission orders accepting regional cost allocation methodologies that use a benefit-to-cost threshold to ensure that the project costs are allocated roughly commensurate with the estimated benefits that customers' derive.[82] This demonstrates that the allocation of the LTTU costs to all states based on usage of the integrated system is just and reasonable, just as the Commission found the same cost allocation method to be for Reliability Upgrades and Market Efficiency Upgrades in New England.[83]

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[80] *See* Oberlin/Perben Testimony at 44-45.

[81] *See* May 2013 Order at P 121. *See also* Transmission NOPR at P 302 (proposing a cost allocation approach that combines *ex ante* and *ex post* cost allocation methods).

[82] *Midwest Indep. Transmission Sys. Operator, Inc.*, 133 FERC ¶ 61,221, at P 214 (finding the use of a BCR of one is just and reasonable "because it ensure that the multiple economic benefits to all users is at least equal to the costs allocated to all users over the 20 years of service that are evaluated"); *PJM Interconnection, L.L.C.*, 142 FERC ¶ 61,214, at P 421, *order on reh'g*, 147 FERC ¶ 61,128, at P 320. *See also Midwest Indep. Transmission Sys. Operator, Inc.*, 142 FERC ¶ 61,215, at PP 434, 439; *Midcontinent Indep. Sys. Operator, Inc.*, 179 FERC ¶ 61,124, at PP 69, 79, *order on reh'g*, 181 FERC ¶ 62,219, at PP 50-51 (accepting modifications to the construct of MVPs portfolios under MISO's Tariff to be across subregions rather than the entire region, but maintaining the same analysis for cost-to-benefit ratios as the original MVPs, now across subregions); Order No. 1000, 136 FERC ¶ 61,051, at P 636 (identifying, BCR threshold as an acceptable method for cost allocation).

[83] *ISO New England, Inc.*, 143 FERC ¶ 61,150, at PP 108, 120-121 (2013) ("[W]e find that the Filing Parties' proposal to allow NESCOE to select Public Policy Transmission Upgrades, while insufficient to comply with Order No. 1000, is acceptable as a complementary process to the regional transmission planning process required by Order No. 1000."), *order on reh'g*, 150 FERC ¶ 61,209, at PP 108-109, 328 (2015); *see also ISO New England, Inc.*, 150 FERC ¶ 61,209, at P 400 ("[P]ublic policy upgrades in New England fall within a class of transmission projects that are allocated using a load ratio share cost allocation method, which the Commission previously approved as being for the benefit of the entire regional transmission grid."); *Midwest Indep.*

The NESCOE-requested alternative cost allocation approach, similar to PJM's State Agreement Approach, would reflect the state(s)-agreed to cost allocation method for the LTTU (or a portion of them if other needs are combined in the RFP) that would need to be submitted to the Commission for review and approval under FPA Section 205 prior to taking effect, and would be evaluated at that time to ensure the alternative cost allocation method is just and reasonable and allocates costs in a manner that is at least roughly commensurate with estimated benefits.

3. Supplemental Process Cost Allocation Method for Longer-Term Transmission Upgrades

As described above, there may be circumstances where no Longer-Term Proposal that meets the needs identified in an RFP has a BCR that is greater than one, but one or more states may place particular value on a proposal despite it coming under the threshold. The supplemental process provides the vehicle for one or more states to agree to advance a transmission project in instances where no Longer-Term Proposal that meets the needs identified in an RFP has a BCR that is greater than one by agreeing to share the costs. Under this construct, the costs up to the result of multiplying the costs of the proposal by the BCR, as determined in accordance with Section 16.4 of Attachment K, would be allocated among all the New England states based on a load ratio share, and the remaining costs to the state or states that agree to fund the excess costs in the manner specified in a NESCOE-identified cost allocation method. The LTTP Phase 2 Changes reflect this proposal in Section B.10(b) of Schedule 12.

As the Oberlin/Perben Testimony explains, to determine the portion of the costs to be allocated in the same manner as Regional Benefit Upgrades, the ISO will multiply the BCR for the project determined pursuant to Section 16.4(h) by the total cost of the LTTU.[84] In doing so, any benefits of the Longer-Term Proposal that would accrue to all six New England states are appropriately allocated to those states. These benefits include any avoided costs associated with addressing reliability or market efficiency needs that have been combined into the longer-term solutions process, since those avoided costs are already included in the benefits used to calculate the BCR. The remaining portion of the costs will be allocated to Regional Network Customers in each of the New England states that agree

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Transmission Sys. Operator, Inc., 142 FERC ¶ 61,215, P 438 (2013) ("With regard to MEPs, the Commission has found that the granularity of the benefits calculation, *i.e.*, 80 percent allocated to local resource zones, which are further allocated to each pricing zone within each local resource zone on a load ratio share-basis, ensure that the costs are allocated to those that benefit, and we find, in the context of Order No. 1000, this will also help ensure that those that receive no benefit from transmission facilities, either at present or in a likely future scenario, will not be involuntarily allocated any of the costs of an MEP facility.").

[84] *See* Oberlin/Perben Testimony at 46-47.

to fund the remaining costs consistent with the NESCOE-requested cost allocation, subject to the Commission's review and approval.

Similar to the core process cost allocation approach, the proposed supplemental cost sharing approach provides for only the portion of the costs determined to provide demonstrable quantifiable benefits to the region's customers in all New England states to be regionalized, and the remaining costs to be allocated to the customers in those states that voluntarily agree to fund the excess costs. The proposed method for allocating the remaining costs among those states will need to be reviewed and approved by the Commission under Section 205 of the FPA before taking effect to ensure the method results in just and reasonable rates and allocates costs in a manner that is at least roughly commensurate with estimated benefits for customers in those states.

Both the cost allocation for the core and supplemental processes would be informed by extensive consultation with and input from stakeholders through the PAC.

D. Additional Revisions Related to LTTP Phase 2 Changes, and Other Conforming or Ministerial Changes

The LTTP Phase 2 Changes incorporate additional revisions in Section 16 of Attachment K and elsewhere in the Tariff that are necessary to support the addition of the optional, complementary longer-term competitive solution process. These changes are discussed below.

First, the LTTP Phase 2 Changes revise Section I.2.2 of the Tariff to incorporate four new terms to support the additions to Schedule 16, make conforming changes to two definitions, and correct ministerial errors related to three definitions.

Specifically, Section I.2.2 has been revised to incorporate Local Longer-Term Transmission Upgrade, Longer-Term Proposal, Longer-Term Transmission Solution, and Longer-Term Transmission Upgrade as new defined terms. These terms and their definitions closely mirror the corresponding terms for existing reliability, market efficiency and public policy competitive solicitations. Similar to other Regional Benefit Upgrades, LTTUs are proposed to be defined as "an addition, modification, and/or upgrade to the New England Transmission System that meets the voltage and non-voltage criteria for Longer-Term Transmission Upgrade PTF classification in the OATT and has been included in the Regional System Plan and RSP Project List as a Longer-Term Transmission Solution pursuant to the procedures described in Section 16 of Attachment K of the OATT." Importantly, to be eligible for regionalized cost recovery, an upgrade must be Pool Transmission Facility ("PTF"). Therefore, Section II.49 of the Tariff, which defines PTF, has been revised to extend the PTF definition developed for Public Policy Transmission Upgrades to LTTUs, as that definition is more inclusive in terms of transmission facilities types. A corresponding definition for Local Longer-Term Transmission Upgrades has been included to refer to facilities with a voltage level below 115 kV that are developed pursuant to Section 16. The term Longer-Term Proposal has been defined to refer to a QTPS proposal submitted pursuant to Section 16.4(b), and the term Longer-Term Transmission Solution as the Longer-Term Proposal identified as the preferred solution under Section 16 of Attachment K.

Conforming changes have also been made to the definition of Localized Costs to reflect the addition of LTTUs, and definition of Selected Qualified Transmission Upgrade to add Longer-Term Proposal and Longer-Term Transmission Solutions. The clean-up changes made include deleting a duplicative instance of the definition of Capacity Scarcity Condition, and correcting cross-references in the definitions of Stage One Proposal and Stage Two Solution.

Second, the LTTS Phase 2 Changes revise various provisions in the OATT[85] to reflect the addition of LTTUs. These include revisions to:

- Section II.8.8, Refund Obligations and Surcharge Rights Associated with Adjustments to Regional and Local Rates to cross-reference new Schedule 14A of the OATT;[86]
- Sections II.46(c) and (d) to recognize LTTUs among the types of changes that may be made to the PTF, and recognize Schedule 14A among the cost recovery schedules referenced therein;
- Section II.49, Definition of PTF to include LTTUs, consistent with the manner in which Public Policy Transmission Upgrades are defined;
- Schedule 12C, Determination of Localized Costs to add LTTUs to the list of upgrades which are subject to review for localized costs. As discussed above, a longer-term RFP may include non-time-sensitive reliability or market efficiency needs, and these costs would not be subject to the alternative cost allocation that NESCOE may request under Section 16.4(i) of Attachment K. In this case, the Oberlin/Perben Testimony explains, the cost overruns would be split using the same ratio of reliability/market efficiency versus longer-term needs established at the time of the preferred Longer-Term Transmission Solution (which is based on the ISO's representative solution);[87]
- Attachment N, Procedures for Regional System Plan Upgrades to add new Sections II.D and III.A.3 to recognize the conduct of LTTS and the identification of Longer-Term Transmission Upgrades in accordance with Section 16 of Attachment K;
- Attachment O, Non-Incumbent Transmission Developer Operating Agreement to cross-reference Schedule 14A to allow rate filings under FPA Section 205,

[85] The LTTP Phase 2 Change also clean up the OATT Table of Content.

[86] As noted earlier, Schedule 14A, Recovery of Longer-Term Transmission Upgrade Costs by Non-Incumbent Transmission Developers, mirrors Schedule 14, to provide a mechanism for QTPSs that are not PTOs to make the appropriate rate filings to recover Longer-Term Transmission Upgrade development costs incurred after the SQPTSA has been executed, and sets for the ISO's role in billing and invoicing the Commission-approved costs.

[87] *See* Oberlin/Perben Testimony at 48-50.

and Section 16 of Attachment K to allow for cost recovery and payments related to longer-term planning; and

- Attachment P, Selected Qualified Transmission Project Sponsor Agreement to cross-reference Longer-Term Transmission Upgrades and Section 16 of Attachment K.

Third, the LTTP Phase 2 Changes incorporate revisions throughout Attachment K to recognize LTTUs. Specifically, Attachment K has been revised to:

- Add LTTUs to the list of items that are to be reported in the RSP in Section 1, Overview;
- Add LTTUs and associated solutions to the list of items to be discussed with the PAC in Section 2.2, Role of the Planning Advisory Committee. A clean-up change has been made to add Public Policy Transmission Studies and associated solutions to that same list;
- Add LTTUs to the list of items that are to be included in the RSP Project List in Section 3.1, Description of RFP. In addition, Section 3.3 has been revised to recognize that, under certain circumstances, a non-time-sensitive reliability or market-efficiency need may be solved through a competitive solicitation under the longer-term process;
- Add cross-reference to Section 16 to include LTTUs in the RSP in Sections 3.1 and 3.2;
- Add LTTUs to Section 3.6(a), Elements of the RSP Project List to require the inclusion of these upgrades on the list;
- Modify Section 3.6(c), RSP Project List Updating Procedures and Criteria to allow for the removal of an LTTU from the RSP Project List and cost reimbursement;
- Recognize the longer-term planning process in the overview provided in Section 4.1, Needs Assessment, and to cross-reference Schedule 16 to allow for non-time-sensitive reliability or market-efficiency needs to be addressed through the longer-term competitive solicitation under certain circumstances;
- Add LTTUs to the list of upgrades that could be built by a QTPS in Section 4B, Qualified Transmission Project Sponsors; and
- Update Appendix 2, List of Entities Enrolled in the Transmission Planning Region to reflect new Participating Transmission Owners and correct company names, and Appendix 3, List of Qualified Transmission Project Sponsors to reflect new QTPSs and correct company names.

The LTTP Phase 2 Changes also revise Section 16 in two ways. First, Section 16 has been revised to move the language addressing ISO's cost recovery from Section 16.3 to the overview provision, and revise it to include the ISO's costs in providing technical support, performing LTTS and follow-on studies, and conducting the solicitation (excluding costs incurred in evaluating the Longer-Term Proposals). As this work benefits the entire region, it is appropriate to allocate them across the region in accordance with Schedule 1 of Section IV.A of the Tariff. Section 16.1 has also been revised to provide for the six-month moratorium to be after the completion of a longer-term cycle, which may include the follow-on studies and administration of a longer-term RFP.

Finally, the LTTP Phase 2 Changes revise Section III.12.6.4, Transmission Solutions Selected Through the Competitive Transmission Process to reference Section 16 so that LTTUs can be included in Forward Capacity Market models, similar to other upgrades developed through the competitive transmission planning processes.

V. STAKEHOLDER PROCESS

The ISO worked with NEPOOL through the full NEPOOL Participant process to obtain feedback and support from NEPOOL on the LTTP Phase 2 Changes. The Transmission Committee and the Reliability Committee unanimously recommended Participants Committee support for the proposals and related Tariff revisions. The Participants Committee then overwhelmingly supported the LTTP Phase 2 Changes.[88] Based on these votes, NEPOOL strongly supports this filing and the proposed LTTP Phase 2 Changes.

1. Transmission Committee Review

The NEPOOL Transmission Committee discussed and provided input on the LTTP Phase 2 Changes over the course of six meetings.[89] During these meetings the Transmission Committee first considered the conceptual framework for the core process proposal and then reviewed specific Tariff revisions. Beginning at its January 23, 2024 meeting, the Transmission Committee also began its review of the supplemental process proposal.

During the course of the Transmission Committee's consideration of this matter, there was one stakeholder amendment that was proposed but then withdrawn before a

[88] During the stakeholder voting process separate votes were taken at the Transmission Committee and the Participants Committee on the core process proposal and the supplemental process proposal to provide clarity on any differing level of support. The core process proposal comprised all of the LTTP Phase 2 Changes (excluding the supplemental process in Section 16.4(j) (second paragraph) and 16.8 of Attachment K, and Section B.10(b) in Schedule 12 of the OATT). The supplemental process proposal included all of the LTTP Phase 2 Changes (including both the core process and the supplemental process).

[89] The Transmission Committee meetings on this proposal were on October 17, 2023, November 21, 2023, December 21, 2023, January 23, 2024, February 29, 2024 and March 27, 2024.

vote,[90] and one stakeholder amendment that was voted on, which received a passing vote.[91] That successful amendment proposed including express language in the Tariff to require the ISO to perform independent capital cost estimates of proposed solutions to identified needs.[92] There was one other stakeholder presentation that provided that stakeholder's critique of the LTTP Phase 2 Changes, including the intended use of only comprehensive solutions to address State-identified Requirements.[93] The stakeholder providing this critique did not propose an amendment to the LTTP Phase 2 Changes.

At its March 27, 2024 meeting the Transmission Committee first voted on the one proposed amendment, which, as noted, passed with a vote of 66.8% in favor.[94] The ISO adopted this amendment into its proposal. The Transmission Committee then voted on the ISO's proposal in two votes: first for the core process proposal, with the one amendment included, and then on the supplemental process proposal (which included all of the core process proposal with incremental additions). For each of these votes, the motion to recommend Participants Committee support passed unanimously, with two abstentions noted.

2. Reliability Committee Review

The Reliability Committee considered a minor conforming revision to Section III.12.6.4 of the Tariff over the course of two meetings in 2024 (February 14 and March 19). At the March 19 meeting of the Reliability Committee, the motion to recommend Participants Committee support passed unanimously, with no abstentions.

3. Participants Committee Review

At its April 4 meeting the Participants Committee considered and voted on the LTTP Phase 2 Changes. There were no stakeholder amendments proposed. In the

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[90] This proposal was to exempt certain identified needs from the competitive solicitation process if they involved upgrades to existing transmission facilities or use of existing rights-of-way of incumbent transmission owners. Under the specified conditions, such exempted needs would be addressed by the applicable Participating Transmission Owner. A presentation on the proposal can be accessed here: https://www.iso-ne.com/static-assets/documents/100007/a04.3b_2024_01_23_tc_eversource_amendment_ltts_presentation.pdf.

[91] The one amendment that was voted on passed with a vote of 66.8% in favor.

[92] A presentation on that proposal, which was adopted into the ISO's LTTP Phase 2 Changes, can be accessed here: https://www.iso-ne.com/static-assets/documents/100009/a03b_2024_03_27_avangrid_amendment_presentation.pdf.

[93] That presentation can be accessed here: https://www.iso-ne.com/static-assets/documents/100008/a04b_2024_02_15_tc_nextera_presentation_lttp_phase2.pdf.

[94] The following four Sectors were all in favor: (Transmission, Supplier, Publicly Owned Entity, and End User); two Sectors were all opposed (Generation and AR). No stakeholder from the Provisional Member Group Seat voted. Twenty abstentions were also recorded (Generation (5), Supplier (5), AR (4), and End User (6)).

discussion before the votes, some stakeholders and NESCOE indicated a desire and intent to continue future efforts to improve the planning process, and the ISO noted its commitment to undertake additional process on ways to further enhance the processes in the future. There were then two separate votes, first on the core process proposal and then on the supplemental process proposal. The vote on the core process proposal passed, with only one opposition, and with four abstentions noted.[95] The supplemental process proposal passed unanimously, with six abstentions noted.

VI. REQUESTED EFFECTIVE DATE

The Filing Parties respectfully request that the Commission accept the LTTP Phase 2 Changes as filed, without modifications or conditions, with an effective date of July 9, 2024.

VII. 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.[96] However, the LTTP Phase 2 Changes are not a traditional "rate," and the Filing Parties are not traditional investor-owned utilities. 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;
- Blacklined sections of the ISO Tariff reflecting the LTTP Phase 2 Changes (Attachment 1);[97]
- Clean sections of the ISO Tariff reflecting the LTTP Phase 2 Changes (Attachment 2);
- The Oberlin/Perben Testimony (Attachment 3); and
- A list of the governors, utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, and other entities, to which a copy of this filing has been sent (Attachment 4).

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[95] *See* Letter from New England Power Pool to Participants Committee Members and Alternates, (Apr. 4, 2024) (on file with New England Power Pool, https://nepool.com/wp-content/uploads/2024/04/NPC_NOA_20240404.pdf).

[96] 18 C.F.R. § 35.13.

[97] For clarity, the LTTP Phase 2 Changes reflect the add-on supplemental process in OATT, Attachment K §§ 16.4(j) (second paragraph) and 16.8, as well as OATT, Schedule 12 § B.10(b). The supplemental process rules are severable from the core Tariff revisions, which comprise all of the remaining, integrated Tariff revisions included in the LTTP Phase 2 Changes.

35.13(b)(2) - The Filing Parties, request that the LTTP Phase 2 Changes become effective on July 9, 2024.

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 https://www.iso-ne.com/participate/participant-asset-listings/directory?id=1&type=committee. An electronic copy of this transmittal letter and the accompanying materials has also been sent to the governors and electric utility regulatory agencies for the six New England states which comprise the New England Control Area, and to the New England Conference of Public Utility Commissioners, Inc. Their names and addresses are shown in the attached listing. In accordance with Commission rules and practice, there is no need for the Governance Participants or the entities identified in the listing 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 Section VII of this transmittal letter.

35.13(b)(5) - The reasons for this filing are discussed in the introduction of this transmittal letter and in the Oberlin/Perben Testimony.

35.13(b)(6) - The ISO's and PTO AC's approval of the LTTP Phase 2 Changes is evidenced by this filing. The PTO AC reviewed and provided input on aspects of the LTTP Phase 2 Changes within the PTOs' filing rights at its meetings on January 9 and 19, February 9, and March 8, 2024, and the PTO AC voted at its March 8, 2024 meeting, in accordance with the TOA and the Rate Design and Funds Disbursement Agreement among the PTOs, to support the proposed revisions to Section II.49 and Schedules 12 and 12C of the OATT. With respect to NEPOOL's support, as noted in Section V of this transmittal letter, the LTTP Phase 2 Changes reflect the outcome of the Participant Processes required by the Participants Agreement, and is supported by the NEPOOL Participants Committee.

35.13(b)(7) – The Filing Parties have no 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.

VIII. CONCLUSION

For the reasons stated herein, the Filing Parties respectfully request that the Commission accept the LTTP Phase 2 Changes as filed, without condition, suspension, or hearing, to be effective on July 9, 2024.

Respectfully submitted,

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Attachment 1

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:

Active Demand 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.

Actual Capacity Provided is the measure of capacity provided during a Capacity Scarcity Condition, as described in Section III.13.7.2.2 of Market Rule 1.

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.

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.

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.

AGC SetPoint is the desired output signal for a Resource providing Regulation that is produced by the AGC system as frequently as every four seconds.

AGC SetPoint Deadband is a deadband expressed in megawatts that is applied to changing values of the AGC SetPoint for generating units.

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

Alternative Technology Regulation Resource (ATRR) is one or more facilities capable of providing Regulation that have been registered in accordance with the Asset Registration Process. An Alternative Technology Regulation Resource is eligible to participate in the Regulation Market.

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.

Annual Reconfiguration Transaction is a bilateral transaction that may be used in accordance with Section III.13.5.4 of Market Rule 1 to specify a price when a Capacity Supply Obligation is transferred using supply offers and demand bids in Annual Reconfiguration Auctions.

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.

Asset is a Generator Asset, a Demand Response Asset, a component of an On-Peak Demand Resource or Seasonal Peak Demand Resource, a Distributed Energy Resource participating as part of Demand Response Distributed Energy Resource Aggregation, a Settlement Only Distributed Energy Resource Aggregation, a Load Asset (including an Asset Related Demand), an Alternative Technology Regulation Resource, or a Tie-Line Asset.

Asset Registration Process is the ISO business process for registering an Asset.

Asset Related Demand is a Load Asset that has been discretely modeled within the ISO's dispatch and settlement systems, settles at a Node, has been registered in accordance with the Asset Registration Process, and is made up of either: (1) 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; (2) a Storage DARD with a consumption capability of at least 0.1 MW; or (3) one or more storage facilities that are not Electric Storage Facilities with an aggregate consumption capability of at least 1 MW.

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 costs of an asset that is part of an Existing Generating Capacity Resource, calculated for the asset in the same manner as the net costs of Existing Generating Capacity Resources as described in Section III.13.1.2.3.2.1.1.1 (for an asset with a Static De-List Bid or an Export Bid) or Section III.13.1.2.3.2.1.1.2 (for an asset with a Permanent De-List Bid or Retirement De-List Bid).

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.

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 Regulation Resource change its output or consumption while providing Regulation between the Regulation High Limit and Regulation Low Limit.

Available Energy is a value that reflects the MWhs of energy available from an Electric Storage Facility for economic dispatch.

Available Storage is a value that reflects the MWhs of unused storage available from an Electric Storage Facility for economic dispatch of consumption.

Average Hourly Load Reduction is either: (i) the sum of the On-Peak 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; or (ii) the sum of the Seasonal Peak 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. The On-Peak Demand Resource's or Seasonal Peak Demand Resource's electrical energy reduction and Average Hourly Load Reduction shall be determined consistent with the 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 On-Peak 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; or (ii) the sum of the Seasonal Peak 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. Electrical energy output and Average Hourly Output shall be determined consistent with the 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.

Backstop Transmission Solution is a solution proposed: (i) to address a reliability or market efficiency need identified by the ISO in a Needs Assessment reported by the ISO pursuant to Section 4.1(i) of Attachment K to the ISO OATT, (ii) by the PTO or PTOs with an obligation under Schedule 3.09(a) of the TOA to address the identified need; and (iii) in circumstances in which the competitive solution process specified in Section 4.3 of Attachment K to the ISO OATT will be utilized.

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.

Benchmark Scenario is an Economic Study reference scenario that is described in Section 17.2(a) of Attachment K to the OATT.

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.

Binary Storage DARD is a DARD that participates in the New England Markets as part of a Binary Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Binary Storage Facility is a type of Electric Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

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 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 Blackstart O&M compensation calculated under either Section 5.1 or 5.2 of Schedule 16 of the OATT, as applicable.

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.

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 established under Operating Procedure 11 – Designated Blackstart Resource Administration (OP11).

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).

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 (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.

Capacity Acquiring Resource is a resource that is seeking to acquire a Capacity Supply Obligation through: (1) a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1, or; (2) an annual or monthly reconfiguration auction, as described in Section III.13.4.

Capacity Balancing Ratio is a ratio used in calculating the Capacity Performance Payment in the Forward Capacity Market, as described in Section III.13.7.2.3 of Market Rule 1.

Capacity Base Payment is the portion of revenue received in the Forward Capacity Market as described in Section III.13.7.1 of Market Rule 1.

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

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 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 as described in Section III.13.7.5.2 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 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 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 Resource (CNR) is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

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

Capacity Performance Bilateral is a transaction for transferring Capacity Performance Score, as described in Section III.13.5.3 of Market Rule 1.

Capacity Performance Payment is the performance-dependent portion of revenue received in the Forward Capacity Market, as described in Section III.13.7.2 of Market Rule 1.

Capacity Performance Payment Rate is a rate used in calculating Capacity Performance Payments, as described in Section III.13.7.2.5 of Market Rule 1.

Capacity Performance Score is a figure used in determining Capacity Performance Payments, as described in Section III.13.7.2.4 of Market Rule 1.

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 Scarcity Condition is a period during which performance is measured in the Forward Capacity Market, as described in Section III.13.7.2.1 of Market Rule 1.

~~**Capacity Scarcity Condition** is a period during which performance is measured in the Forward Capacity Market, as described in Section III.13.7.2.1 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 Transfer Rights (CTRs) are calculated in accordance with Section III.13.7.5.4.

Capacity Transferring Resource is a resource that has a Capacity Supply Obligation and is seeking to shed such obligation, or a portion thereof, through: (1) a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1, or; (2) an annual or monthly reconfiguration auction, as described in Section III.13.4.

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.

Capacity Zone Demand Curves are the demand curves used in the Forward Capacity Market for a Capacity Zone as specified in Sections III.13.2.2.2 and III.13.2.2.3.

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.

Category B Designated Blackstart Resource has the same meaning as 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, the demand reduction capability of a Demand Response Resource, or the demand reduction capability and energy injection capability of a Demand Response Distributed Energy Resource Aggregation.

Cluster Enabling Transmission Upgrade (CETU) has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Cluster Enabling Transmission Upgrade Regional Planning Study (CRPS) has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Cluster Entry Deadline has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Cluster Interconnection System Impact Study (CSIS) has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Clustering has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

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 Capacity Commitment Period, 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. 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 is capacity that has achieved FCM Commercial Operation.

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 the clearing of the Static De-List Bids, the Permanent De-List Bids, or the Retirement De-List Bids of all the Existing Generating Capacity Resources comprising 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.

Continuous Storage ATRR is an ATRR that participates in the New England Markets as part of a Continuous Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Continuous Storage DARD is a DARD that participates in the New England Markets as part of a Continuous Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Continuous Storage Generator Asset is a Generator Asset that participates in the New England Markets as part of a Continuous Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Continuous Storage Facility is a type of Electric Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

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.

Controllable Behind-the-Meter Generation means generation whose output can be controlled located at the same facility as a DARD or a Demand Response Asset, excluding: (1) generators whose output is separately metered and reported and (2) generators that cannot operate electrically synchronized to, and that are operated only when the facility loses its supply of power from, the New England Transmission System, or when undergoing related testing.

Coordinated External Transaction is an External Transaction at an external interface for which the enhanced scheduling procedures in Section III.1.10.7.A are implemented. A transaction to wheel energy into, out of or through the New England Control Area is not a Coordinated External Transaction.

Coordinated Transaction Scheduling means the enhanced scheduling procedures set forth in Section III.1.10.7.A.

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.

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.

Curtailment 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.

Cyber Security Exigency is a suspicious or malicious electronic act or event that compromises or attempts to compromise, or disrupts or attempts to disrupt, the ongoing operation of the ISO, the New England Markets, or reliability within the New England Control Area or other electrical facilities directly or indirectly connected to the New England Transmission System and (i) whose severity or nature reasonably requires that the ISO obtain expert assistance not normally called upon to counter such an electronic act or resolve such an event or (ii) whose nature requires the ISO to report such an electronic act or event pursuant to NERC Critical Infrastructure Protection Reliability Standards or applicable regulations promulgated by the Department of Homeland Security, the Department of Energy, or a federal agency with similar cybersecurity responsibilities (or any of their respective successor organizations or agencies).

Storage as Transmission-Only Asset (SATOA) is electric storage equipment that: (1) is connected to or to be connected to Pool Transmission Facilities in the New England Transmission System at a voltage level of 115 kV or higher; (2) the ISO approved to be included in the Regional System Plan and RSP Project List as a regulated transmission solution and Pool Transmission Facility pursuant to the regional system planning processes in Attachment K of the OATT; and (3) is capable of receiving energy only from the Pool Transmission Facilities and storing the energy for later injection to the Pool Transmission Facilities.

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) of Market Rule 1.

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

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

Day-Ahead Energy Market means the schedule of commitments for the purchase or sale of energy, purchase of demand reductions, 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.

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

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

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

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

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

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

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

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

DDP Dispatchable Resource is any Dispatchable Resource that the ISO dispatches using Desired Dispatch Points in the Resource's Dispatch Instructions.

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 Bid Cap is $2,000/MWh.

Demand Capacity Resource means an Existing Demand Capacity Resource or a New Demand Capacity Resource. There are three Demand Capacity Resource types: Active Demand Capacity Resources, On-Peak Demand Resources, and Seasonal Peak Demand Resources.

Demand Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for Demand Response 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 Demand Response Resource to reduce demand.

Demand Reduction Offer Block-Hours are Block-Hours assigned to the Lead Market Participant for each Demand Reduction Offer. Blocks of the Demand Reduction Offer in effect for each hour will be totaled to determine the quantity of Demand Reduction 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 Demand Reduction 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 Demand Reduction Offer Block-Hours.

Demand Reduction Threshold Price is a minimum offer price calculated pursuant to Section III.1.10.1A(f).

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 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 Storage DARDs) 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 (as described in Section III.8.1.1(f)) that has been registered in accordance with III.8.1.1.

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 as determined pursuant to Section III.8.2.

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 Distributed Energy Resource Aggregation (DRDERA) is a type of Distributed Energy Resource Aggregation that is described in additional detail in Section III.6.5.

Demand Response Resource is an individual Demand Response Asset or aggregation of Demand Response Assets within a DRR Aggregation Zone that has been registered in accordance with Section III.8.1.2.

Demand Response Resource Notification Time is the period of time between the receipt of a startup Dispatch Instruction and the time the Demand Response Resource starts 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 period of time between the time a Demand Response Resource starts reducing demand at the conclusion of the Demand Response Resource Notification Time and the time the resource can reach its Minimum Reduction and be ready for further dispatch by the ISO.

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, which includes any resource referred to previously as a Category B Designated Blackstart Resource.

Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for a Generator Asset 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) means the control signal, expressed in megawatts, transmitted to direct the output, consumption, or demand reduction level of each Generator Asset, Dispatchable Asset Related Demand, or Demand Response Resource dispatched by the ISO in accordance with the asset's Offer Data.

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 Response Resources, change External Transactions, or change the status or consumption 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 Zone means a subset of Nodes located within a Load Zone established by the ISO for each Capacity Commitment Period pursuant to Section III.12.4A.

Dispatchable Asset Related Demand (DARD) is an Asset Related Demand that is capable of having its energy consumption modified in Real-Time in response to Dispatch Instructions. A DARD must be capable of receiving and responding to electronic Dispatch Instructions, 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 Operating Procedures and Manuals.

Dispatchable Resource is any Generator Asset, Dispatchable Asset Related Demand, Demand Response Resource, or, with respect to the Regulation Market only, Alternative Technology Regulation Resource, that, during the course of normal operation, is capable of receiving and responding to electronic Dispatch Instructions in accordance with the parameters contained in the Resource's Supply Offer, Demand Bid, Demand Reduction Offer or Regulation Service Offer. A Resource that is normally classified as a Dispatchable Resource remains a Dispatchable Resource when it is temporarily not capable of receiving and responding to electronic Dispatch Instructions.

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 Energy Capacity Resource (DECR) means an Existing Distributed Energy Capacity Resource or a New Distributed Energy Capacity Resource.

Distributed Energy Resource (DER) is any resource located on the distribution system, any subsystem thereof or behind a customer meter that is capable of providing energy injection, energy withdrawal, regulation, or demand reduction.

Distributed Energy Resource Aggregation (DERA) is an aggregation of Distributed Energy Resources that is registered under Section III.6.7 and is described in additional detail in Section III.6.

Distributed Energy Resource Aggregator (DER Aggregator) is a Market Participant that aggregates one or more Distributed Energy Resources for participation in a Distributed Energy Resource Aggregation and serves as the Lead Market Participant for a Distributed Energy Resource Aggregation.

Distributed Generation means generation directly connected to end-use customer load and located behind the end-use customer's Retail Delivery Point that reduces the amount of energy that would otherwise have been produced on the electricity network in the New England Control Area, provided that the facility's Net Supply Capability is (i) less than 5 MW or (ii) less than or equal to the Maximum Facility Load, whichever is greater.

DRR Aggregation Zone is a Dispatch Zone entirely within a single Reserve Zone or Rest of System or, where a Dispatch Zone is not entirely within a single Reserve Zone or Rest of System, each portion of the Dispatch Zone demarcated by the Reserve Zone boundary.

Do Not Exceed (DNE) Dispatchable Generator is any Generator Asset that is dispatched using Do Not Exceed Dispatch Points in its Dispatch Instructions and meets the criteria specified in Section III.1.11.3(e). Do Not Exceed Dispatchable Generators are Dispatchable Resources.

Do Not Exceed Dispatch Point is a Dispatch Instruction indicating a maximum output level that a DNE Dispatchable Generator must not exceed.

Dynamic De-List Bid is a bid that may be submitted by Existing Generating Capacity Resources, Existing Import Capacity Resources, Existing Demand Capacity Resources, and Existing Distributed Energy Capacity Resources in the Forward Capacity Auction 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, reduction, or consumption level to which a Resource would have been dispatched, based on the Resource's Supply Offer, Demand Reduction Offer, or Demand Bid 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 Generator Asset that a Market Participant offers to supply in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the Generator Asset's Offer Data. This represents the highest MW output a Market Participant has offered for a Generator Asset for economic dispatch. A Market Participant must maintain an up-to-date Economic Maximum Limit (and where applicable, must provide the ISO with any telemetry required by ISO New England Operating Procedure No. 18 to allow the ISO to maintain an updated Economic Maximum Limit) for all hours in which a Generator Asset has been offered into the Day-Ahead Energy Market or Real-Time Energy Market.

Economic Minimum Limit or Economic Min is (a) for a Generator Asset 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 a Generator Asset without an incremental heat rate, the lowest sustainable output level that is consistent with the physical design characteristics of the Generator Asset and with meeting all environmental regulations and licensing limits, and (c) for a Generator Asset undergoing Facility and Equipment Testing or auditing, the level to which the Generator Asset 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 or Economic Studies are studies described in Section 17 of Attachment K to the OATT that are used to examine situations where potential regulated transmission solutions, market responses, or investments could result in (i) a net reduction in total production cost to supply system load based on the factors specified in Attachment N of the OATT, (ii) reduced congestion, or (iii) the integration of new resources or loads, or both, on an aggregate or regional basis.

Effective Offer is the Supply Offer, Demand Reduction Offer, or Demand Bid that is 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.

Electric Storage Facility is a storage facility that participates in the New England Markets as described in Section III.1.10.6 of Market Rule 1.

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 output, in MWs, that a Generator Asset 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 the sum of the hours for which the Customer has a positive or negative Real-Time System Adjusted Net Interchange or for which the Customer has a positive or negative Real-Time Demand Reduction Obligation as determined by the ISO settlement process for the Energy Market.

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, Demand Reduction Offer Block-Hours, and Energy Non-Zero Spot Market Settlement Hours.

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, a Market Participant's share of Zonal Capacity Obligation 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.

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 for 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.

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

Existing Demand Capacity Resource is a type of Demand Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.2 of Market Rule 1.

Existing Distributed Energy Capacity Resource is a type of Distributed Energy Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4A.2 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.

External Transaction Cap is $2,000/MWh for External Transactions other than Coordinated External Transactions and $1,000/MWh for Coordinated External Transactions.

External Transaction Floor is the Energy Offer Floor for External Transactions other than Coordinated External Transactions and negative $1,000/MWh for Coordinated External Transactions.

External Transmission Project is a transmission project comprising facilities located wholly outside the New England Control Area and regarding which an agreement has been reached whereby New England ratepayers will support all or a portion of the cost of the facilities.

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; and (v) is capable of receiving and acknowledging a Dispatch Instruction electronically.

Fast Start Generator means a Generator Asset that the ISO can dispatch to an on-line or off-line state 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 (when it is either in an on-line or off-line state) and manned or has automatic remote dispatch capability; and (v) capable of receiving and acknowledging a start-up or shut-down Dispatch Instruction electronically.

FCA Cleared Export Transaction is defined in Section III.1.10.7(f)(ii) 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 Charge Rate is calculated in accordance with Section VII.C of the ISO New England Financial Assurance Policy.

FCM Commercial Operation is defined in Section III.13.3.8 of Market Rule 1.

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.

Flexible DNE Dispatchable Generator is any DNE Dispatchable Generator that meets the following criteria: (i) Minimum Run Time does not exceed one hour; (ii) Minimum Down Time does not exceed one hour; and (iii) cold Notification Time plus cold Start-Up Time does not exceed 30 minutes.

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.

Forward Capacity Auction (FCA) is the annual Forward Capacity Market auction process 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 Energy Inventory Election is the total MWh value for which a Market Participant elects to be compensated at the forward rate in the inventoried energy program as described in Section III.K.1(d) of Market Rule 1.

Forward LNG Inventory Election is the portion of a Market Participant's Forward Energy Inventory Election attributed to liquefied natural gas in the inventoried energy program as described in Section III.K.1(d) 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 $7,100/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 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 device (or a collection of devices) that is capable of injecting real power onto the grid that has been registered as a Generator Asset 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 Charges are defined in Section 1.3 of the ISO New England Billing Policy.

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.

Inadvertent Energy Revenue is defined in Section III.3.2.1(o) of Market Rule 1.

Inadvertent Energy Revenue Charges or Credits is defined in Section III.3.2.1(p) 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 supply 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.

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 Reliability Operating Limit (IROL) has the meaning specified in the Glossary of Terms Used in NERC Reliability Standards.

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.

Interface Bid is a unified real-time bid to simultaneously purchase and sell energy on each side of an external interface for which the enhanced scheduling procedures in Section III.1.10.7.A are implemented.

Intermittent Power Resource is a wind, solar, run of river hydro or other renewable resource or an aggregation of wind, solar, run of river hydro and other renewable resources that does not have control over its net power output.

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.

Interregional Planning Stakeholder Advisory Committee (IPSAC) is the committee described as such in the Northeast Planning Protocol.

Interregional Transmission Project is a transmission project located within the New England Control Area and one or more of the neighboring transmission planning regions.

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.

Inventoried Energy Day is an Operating Day that occurs in the months of December, January, or February during the winters of 2023-2024 and 2024-2025 (inventoried energy program) and for which the average of the high temperature and the low temperature on that Operating Day, as measured and reported by the National Weather Service at Bradley International Airport in Windsor Locks, Connecticut, is less than or equal to 17 degrees Fahrenheit, as described in Section III.K.3.1 of Market Rule 1.

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 (OPs) 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.

Joint ISO/RTO Planning Committee (JIPC) is the committee described as such in the Northeastern Planning Protocol.

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, Demand Reduction Offers or Baseline Deviation 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 a Generator Asset 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. A Load Asset can be an Asset Related Demand, including a Dispatchable Asset Related Demand.

Load Management means measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that curtail electrical usage or shift electrical usage 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, and energy storage that curtails or shifts electrical usage by means other than generating electricity.

Load Shedding is the systematic reduction of system demand by temporarily decreasing load.

Load-Side Relationship Certification is a certification described in Section III.A.21.1.3 that a Project Sponsor submits as part of the New Capacity Qualification Package, New Demand Capacity Resource Qualification Package, or New Distributed Energy Capacity Resource Qualification Package to demonstrate that the New Capacity Resource should not be subject to buyer-side market power review.

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 Longer-Term Transmission Upgrade is any addition, modification, and/or upgrade to the New England Transmission System with a voltage level below 115 kV that is required in connection with the construction of a Longer-Term Transmission Upgrade approved for inclusion in the Regional System Plan pursuant to Section 16 of Attachment K to the OATT.

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 Public Policy Transmission Upgrade is any addition and/or upgrade to the New England Transmission System with a voltage level below 115 kV that is required in connection with the construction of a Public Policy Transmission Upgrade approved for inclusion in the Regional System Plan pursuant to Attachment K to the ISO OATT or included in a Local System Plan in accordance with Appendix 1 to Attachment K.

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 a value calculated as described in Section III.12.2.1 of Market Rule 1.

Local System Planning (LSP) is the process defined in Appendix 1 of Attachment K to the OATT.

Localized Costs are costs that the ISO, with advisory input from the Reliability Committee, determines in accordance with Schedule 12C of the OATT shall not be included in the Pool-Supported PTF costs recoverable under this OATT, or in costs allocated to Regional Network Load according to Section 6 and Section 10 of Schedule 12. If there are any Localized Costs, the ISO shall identify them in the Regional System Plan.

Location is a Node, External Node, Load Zone, DRR Aggregation Zone, or Hub.

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, DRR Aggregation Zone or Reliability Region is the Zonal Price for that Load Zone, DRR Aggregation Zone or Reliability Region, respectively; and the Locational Marginal Price for a Hub is the Hub Price for that Hub.

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.

Longer-Term Proposal is a proposal submitted by a Qualified Transmission Project Sponsor pursuant to Section 16.4(b) of Attachment K to the OATT.

Longer-Term Transmission Solution is the Longer-Term Proposal identified as the preferred solution pursuant to Section 16 of Attachment K to the OATT.

Longer-Term Transmission Study is a study conducted by the ISO pursuant to the process set out in Section 16 of Attachment K of the OATT. The 2050 Transmission Study shall be the first Longer-Term Transmission Study.

Longer-Term Transmission Upgrade is an addition, modification, and/or upgrade to the New England Transmission System that meets the voltage and non-voltage criteria for Longer-Term Transmission Upgrade PTF classification specified in the OATT and has been included in the Regional System Plan and RSP Project List as a Longer-Term Transmission Upgrade pursuant to the procedures described in Section 16 of Attachment K of the OATT.

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.

Manual Response Rate is the rate, in MW/Minute, at which the output of a Generator Asset, or the consumption of a Dispatchable Asset Related Demand, is capable of changing.

Marginal Loss Revenue Load Obligation is defined in Section III.3.2.1(b) of Market Rule 1.

Marginal Reliability Impact is the change, with respect to an increment of capacity supply, in expected unserved energy due to resource deficiency, as measured in hours per year.

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 Needs Scenario is an Economic Study reference scenario that is described in Section 17.2(b) of Attachment K to the OATT.

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 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 a value calculated as described in Section III.12.2.2 of Market Rule 1.

Maximum Consumption Limit is the maximum amount, in MW, available for economic dispatch from a DARD and is based on the physical characteristics as submitted as part of the DARD's Offer Data. A Market Participant must maintain an up-to-date Maximum Consumption Limit (and where applicable, must provide the ISO with any telemetry required by ISO New England Operating Procedure No. 18 to allow the ISO to maintain an updated Maximum Consumption Limit) for all hours in which a DARD has been offered into the Day-Ahead Energy Market or Real-Time Energy Market.

Maximum Daily Energy Limit is the maximum amount of megawatt-hours that a Limited Energy Resource expects to be able to generate in the next Operating Day.

Maximum Daily Consumption Limit is the maximum amount of megawatt-hours that a Storage DARD expects to be able to consume in the next Operating Day.

Maximum Facility Load is the highest demand of an end-use customer facility since the start of the prior calendar year (or, if unavailable, an estimate thereof), where the demand evaluated is established by adding metered demand measured at the Retail Delivery Point and the output of all generators located behind the Retail Delivery Point in the same time intervals.

Maximum Interruptible Capacity is an estimate of the maximum demand reduction and Net Supply that a Demand Response Asset can deliver, as measured at the Retail Delivery Point.

Maximum Load is the highest demand since the start of the prior calendar year (or, if unavailable, an estimate thereof), as measured at the Retail Delivery Point.

Maximum Number of Daily Starts is the maximum number of times that a Binary Storage DARD or a Generator Asset can be started or that a Demand Response Resource can be interrupted in the next Operating Day under normal operating conditions.

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 an On-Peak Demand Resource or Seasonal Peak 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 On-Peak Demand Resources or Seasonal Peak 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 capability of the 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 capability for an Existing On-Peak Demand Resource or Existing Seasonal Peak Demand Resource is not over-stated in a subsequent Capacity Commitment Period. Measure Life shall be determined consistent with the 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 that are submitted by On-Peak Demand Resources and Seasonal Peak Demand Resources, which include 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 an On-Peak Demand Resource or Seasonal Peak Demand Resource 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 On-Peak Demand Resources or Seasonal Peak Demand Resources 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 capability of the On-Peak Demand Resource or Seasonal Peak 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 an On-Peak Demand Resource or Seasonal Peak Demand Resource with the monthly settlement report for the Forward Capacity Market, which documents the total demand reduction capability for all On-Peak Demand Resources and Seasonal Peak Demand Resources in operation as of the end of the previous month.

MEPCO Grandfathered Transmission Service Agreement (MGTSA) 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), MGTSA 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.

Metered Quantity For Settlement is defined in Section III.3.2.1.1 of Market Rule 1.

Minimum Consumption Limit is (a) the lowest consumption level, in MW, available for economic dispatch from a DARD and is based on the physical characteristics as submitted as part of the DARD's

Offer Data, and (b) for a DARD undergoing Facility and Equipment Testing or auditing, the level to which the DARD requests and is approved to operate or is directed to operate for purposes of completing the Facility and Equipment Testing or auditing.

Minimum Down Time is the number of hours that must elapse after a Generator Asset or Storage DARD has been released for shutdown at or below its Economic Minimum Limit or Minimum Consumption Limit before the Generator Asset or Storage DARD can be brought online and be released for dispatch at its Economic Minimum Limit or Minimum Consumption Limit.

Minimum Generation Emergency means an Emergency declared by the ISO in which the ISO anticipates requesting one or more Generator Assets 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 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 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 or the number of hours that must elapse after a Storage DARD has been scheduled to consume at its Minimum Consumption Limit before it can be released for shutdown.

Minimum Time Between Reductions is the number of hours that must elapse after a Demand Response Resource has received a Dispatch Instruction to stop reducing demand before the Demand Response Resource can achieve its Minimum Reduction after receiving a Dispatch Instruction to start reducing demand.

Minimum Total Reserve Requirement, which does not include Replacement Reserve, is the combined amount of TMSR, TMNSR, and TMOR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

Monthly Blackstart Service Charge is the charge made to Transmission Customers pursuant to Section 6 of Schedule 16 to the OATT.

Monthly Capacity Payment is the Forward Capacity Market payment described in Section III.13.7.3 of Market Rule 1.

Monthly Peak is defined in Section II.21.2 of the OATT.

Monthly Real-Time Demand Reduction Obligation is the absolute value of a Customer's hourly Real-Time Demand Reduction Obligation summed for all hours in a month, in MWhs.

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 ninth 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.

MRI Transition Period is the period specified in Section III.13.2.2.1.

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.

NEPOOL GIS API Fees are the one-time on-boarding fees and annual maintenance fees charged to NEPOOL by the NEPOOL GIS Administrator for each NEPOOL Participant or Market Participant that accesses the NEPOOL GIS through an application programming interface pursuant to Rule 3.9(b) of the operating rules of the NEPOOL GIS.

NEPOOL Participant is a party to the NEPOOL Agreement.

NERC is the North American Electric Reliability Corporation or its successor organization.

NESCOE is the New England States Committee on Electricity, recognized by the Commission as the regional state committee for the New England Control Area.

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 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 to be economically viable given reasonable expectations of the energy and ancillary services revenues under long-term equilibrium conditions.

Net Regional Clearing Price is described in Section III.13.7.5 of Market Rule 1.

Net Supply is energy injected into the transmission or distribution system at a Retail Delivery Point.

Net Supply Capability is the maximum Net Supply a facility is physically and contractually able to inject into the transmission or distribution system at its Retail Delivery Point.

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, New Demand Capacity Resource, or New Distributed Energy Capacity Resource.

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 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, a New Demand Capacity Resource Show of Interest Form, or a New Distributed Energy Capacity Resource Show of Interest Form, as described in Section III.13.1.10 of Market Rule 1.

New Demand Capacity Resource is a type of Demand Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.1 of Market Rule 1.

New Demand Capacity Resource Qualification Package is the information that a Project Sponsor must submit, in accordance with Section III.13.1.4.1.1.2 of Market Rule 1, for each resource that it seeks to offer in the Forward Capacity Auction as a New Demand Capacity Resource.

New Demand Capacity Resource Show of Interest Form is described in Section III.13.1.4.1.1.1 of Market Rule 1.

New Distributed Energy Capacity Resource is a type of Distributed Energy Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4A.1 of Market Rule 1.

New Distributed Energy Capacity Resource Qualification Package is the information that a Project Sponsor must submit, in accordance with Section III.13.1.4A.1.1.2 of Market Rule 1, for each resource that it seeks to offer in the Forward Capacity Auction as a New Distributed Energy Capacity Resource.

New Distributed Energy Capacity Resource Show of Interest Form is described in Section III.13.1.4A.1.1.1 of Market Rule 1.

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.

New Resource Offer Floor Price is defined in Section III.A.21.3.

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.

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 Generator Asset that must be paid to Market Participants with an Ownership Share in the Generator Asset 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 Generator Asset 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.13.7.5.1.3.

Non-Commercial Capacity is the capacity of a New Capacity Resource or an Existing Capacity Resource, or portion thereof, that has not achieved FCM Commercial Operation.

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-Dispatchable Resource is any Resource that does not meet the requirements to be a Dispatchable Resource.

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-Incumbent Transmission Developer is a Qualified Transmission Project Sponsor that: (i) is not currently a PTO; (ii) has a transmission project listed in the RSP Project List; and (iii) has executed a Non-Incumbent Transmission Developer Operating Agreement. "Non-Incumbent Transmission Developer" also includes a PTO that proposes the development of a transmission facility not located within or connected to its existing electric system; however, because such a PTO is a party to the TOA, it is not required to enter into a Non-Incumbent Transmission Developer Operating Agreement.

Non-Incumbent Transmission Developer Operating Agreement (or NTDOA) is an agreement between the ISO and a Non-Incumbent Transmission Developer in the form specified in Attachment O to the OATT that sets forth their respective rights and responsibilities to each other with regard to proposals for and construction of certain transmission facilities.

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-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.

Northeastern Planning Protocol is the Amended and Restated Northeastern ISO/RTO Planning Coordination Protocol on file with the Commission and posted on the ISO website at the following URL: www.iso-ne.com/static-assets/documents/2015/07/northeastern_protocol_dmeast.doc.

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 Generator Asset, Dispatchable Asset Related Demand, and Demand Response Resource operating limits based on physical characteristics, and information necessary to schedule and dispatch Generator Assets, Dispatchable Asset Related Demands, and Demand Response Resources for the provision or consumption of energy, the provision of 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 a Supply Offer value or a Demand Reduction Offer value between 0 and the CLAIM10 of the resource that represents the amount of TMNSR available either from an off-line Fast Start Generator or from a Fast Start Demand Response Resource that has not been dispatched.

Offered CLAIM30 is a Supply Offer value or a Demand Reduction Offer value between 0 and the CLAIM30 of the resource that represents the amount of TMOR available either from an off-line Fast Start Generator or from a Fast Start Demand Response Resource that has not been dispatched.

On-Peak Demand Resource is a type of Demand Capacity 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 Generator Asset or a Load Asset, where such facility 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.

Passive DR Audit is the audit performed pursuant to Section III.13.6.1.5.4.

Passive DR Auditing Period is the summer Passive DR Auditing Period (June 1 to August 31) or winter Passive DR Auditing Period (December 1 to January 31) applicable to On-Peak Demand Resources and Seasonal Peak Demand Resources.

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.

Permanent De-list Bid is a bid that may be submitted by an Existing Generating Capacity Resource, Existing Import Capacity Resource, Existing Demand Capacity Resource, or Existing Distributed Energy Capacity Resource in the Forward Capacity Auction to permanently remove itself from the capacity market, as described in Section III.13.1.2.3.1.5 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 One Proposal is a first round submission, as defined in Section 4.3 of Attachment K of the OATT, of a proposal for a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade, as applicable, by a Qualified Transmission Project Sponsor.

Phase II Transfer Credit is 60% of the HQICC, or such other fraction of the HQICC as the ISO may establish.

Phase Two Solution is a second round submission, as defined in Section 4.3 of Attachment K of the OATT, of a proposal for a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade by a Qualified Transmission Project Sponsor.

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.

Planning Authority is an entity defined as such by the North American Electric Reliability Corporation.

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 of Interconnection shall have the same meaning as that used for purposes of Schedules 22, 23 and 25 of 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.

Policy Scenario is an Economic Study reference scenario that is described in Section 17.2(c) of Attachment K to the OATT.

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.

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 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, New Demand Capacity Resource, or New Distributed Energy Capacity Resource participate in the Forward Capacity Market, as described in Section III.13.

Proxy De-List Bid is a type of bid used in the Forward Capacity Market.

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.

Public Policy Requirement is a requirement reflected in a statute enacted by, or a regulation promulgated by, the federal government or a state or local (e.g., municipal or county) government.

Public Policy Transmission Study is a study conducted by the ISO pursuant to the process set out in Section 4A.3 of Attachment K of the OATT, and consists of two phases: (i) an initial phase to produce a rough estimate of the costs and benefits of concepts that could meet transmission needs driven by public policy requirements; and (ii) a follow-on phase designed to produce more detailed analysis and engineering work on transmission concepts identified in the first phase.

Public Policy Local Transmission Study is a study conducted by a PTO pursuant to the process set out in Section 1.6 of Attachment K Appendix 1 of the OATT, and consists of two phases: (i) an initial phase to produce an estimate of the costs and benefits of concepts that could meet transmission needs driven by public policy requirements; and (ii) a follow-on phase designed to produce more detailed analysis and engineering work on transmission concepts identified in the first phase.

Public Policy Transmission Upgrade is an addition and/or upgrade to the New England Transmission System that meets the voltage and non-voltage criteria for Public Policy Transmission Upgrade PTF classification specified in the OATT, and has been included in the Regional System Plan and RSP Project List as a Public Policy Transmission Upgrade pursuant to the procedures described in Section 4A of Attachment K of the OATT.

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.

Qualified Transmission Project Sponsor is defined in Sections 4B.2 and 4B.3 of Attachment K 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.

Rapid Response Pricing Asset is: (i) a Fast Start Generator; (ii) a Flexible DNE Dispatchable Generator; or (iii) a Binary Storage DARD with Offer Data specifying a Minimum Run Time and a Minimum Down Time not exceeding one hour each. A Rapid Response Pricing Asset shall also include a Fast Start Demand Response Resource for which the Market Participant's Offer Data meets the following criteria: (i) Minimum Reduction Time does not exceed one hour; and (ii) Demand Response Resource Notification Time plus Demand Response Resource Start-Up Time does not exceed 30 minutes.

Rapid Response Pricing Opportunity Cost is the NCPC Credit described in Section III.F.2.3.10.

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.

Rationing Minimum Limit is the MW quantity for a New Generating Capacity Resource or Existing Generating Capacity Resource below which an offer or bid may not be rationed in the Forward Capacity Auction, but shall not apply to supply offers or demand bids in a substitution auction as specified in Section III.13.2.8.2 and Section III.13.2.8.3.

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 Capability Audit is an audit that measures the ability of a Reactive Resource to provide or absorb reactive power to or from the transmission system at a specified real power output or consumption.

Reactive Resource is a device that dynamically adjusts reactive power output automatically in Real-Time over a continuous range, taking into account control system response bandwidth, within a specified voltage bandwidth in response to grid voltage changes. These resources operate to maintain a set-point voltage and include, but are not limited to, Generator Assets, Dispatchable Asset Related Demands that are part of an Electric Storage Facility, and dynamic transmission devices.

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) of Market Rule 1.

Real-Time Adjusted Load Obligation Deviation is defined in Section III.3.2.1(d) 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(i) of Market Rule 1.

Real-Time Demand Reduction Obligation is defined in Section III.3.2.1(c) of Market Rule 1.

Real-Time Demand Reduction Obligation Deviation is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Dispatch NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Energy Inventory is a component of the spot payment that a Market Participant may receive through the inventoried energy program, as described in Section III.K.3.2.1 of Market Rule 1.

Real-Time Energy Market means the purchase or sale of energy, purchase of demand reductions, 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(g) of Market Rule 1.

Real-Time Energy Market Deviation Energy Charge/Credit is defined in Section III.3.2.1(g) of Market Rule 1.

Real-Time Energy Market Deviation Loss Charge/Credit is defined in Section III.3.2.1(g) 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) of Market Rule 1.

Real-Time Generation Obligation Deviation is defined in Section III.3.2.1(d) of Market Rule 1.

Real-Time High Operating Limit is the maximum output, in MW, of a Generator Asset that could be achieved, consistent with Good Utility Practice, in response to an ISO request for Energy (including pursuant to Section III.13.6.4 of Market Rule 1), for each hour of the Operating Day, as reflected in the Generator Asset's Offer Data. This value is based on real-time operating conditions and the physical operating characteristics and operating permits of the facility and must be submitted for all Generator Assets (other than Settlement Only Resources).

Real-Time Load Obligation is defined in Section III.3.2.1(b) of Market Rule 1.

Real-Time Load Obligation Deviation is defined in Section III.3.2.1(d) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange is defined in Section III.3.2.1(b) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange Deviation is defined in Section III.3.2.1(d) of Market Rule 1.

Real-Time Loss Revenue is defined in Section III.3.2.1(l) 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 Offer Change is a modification to a Supply Offer pursuant to Section III.1.10.9(b).

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.2.7A of Market Rule 1.

Real-Time Reserve Credit is a Market Participant's compensation associated with that Market Participant's Resources' Reserve Quantity For Settlement 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 described in Section III.1.7.19 of Market Rule 1.

Real-Time Reserve Opportunity Cost is defined in Section III.2.7A(b) of Market Rule 1.

Real-Time SATOA Obligation is defined in Section III.3.2.1(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.5.7 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 a 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). 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. A Network Customer's Monthly Regional Network Load shall be calculated in accordance with Section II.21.2 of the OATT.

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 Resource with appropriate telecommunications, control and response capability to respond to an AGC SetPoint.

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 Capacity is the lesser of five times the Automatic Response Rate and one-half of the difference between the Regulation High Limit and the Regulation Low Limit of a Resource capable of providing Regulation.

Regulation Capacity Requirement is the amount of Regulation Capacity required to maintain system control and reliability in the New England Control Area as calculated and posted on the ISO website.

Regulation Capacity Offer is an offer by a Market Participant to provide Regulation Capacity.

Regulation High Limit is an offer parameter that establishes the upper bound for AGC SetPoints and is used in the determination of a Resource's Regulation Capacity.

Regulation Low Limit is an offer parameter that establishes the lower bound for AGC SetPoints and is used in the determination of a Resource's Regulation Capacity.

Regulation Market is the market described in Section III.14 of Market Rule 1.

Regulation Resources are those Alternative Technology Regulation Resources, Generator Assets, and Dispatchable Asset Related Demands that satisfy the requirements of Section III.14.2. Regulation Resources are eligible to participate in the Regulation Market.

Regulation Service is the change in output or consumption made in response to changing AGC SetPoints.

Regulation Service Requirement is the estimated amount of Regulation Service required to maintain system control and reliability in the New England Control Area as calculated and posted on the ISO website.

Regulation Service Offer is an offer by a Market Participant to provide Regulation Service.

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, 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 Quantity For Settlement is defined in Section III.10.1 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 Generator Asset, a Dispatchable Asset Related Demand, an External Resource, an External Transaction, a Demand Response Resource, a Settlement Only Distributed Energy Resource Aggregation, or a Demand Response Distributed Energy Resource Aggregation.

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.

Retirement De-List Bid is a bid to retire an Existing Generating Capacity Resource, Existing Import Capacity Resource, Existing Demand Capacity Resource, or Existing Distributed Energy Capacity Resource from all New England Markets, as described in Section III.13.1.2.3.1.5.

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.

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 Generator Asset or Generating Capacity Resource, and represents the maximum dependable load carrying ability of the asset or resource, excluding capacity required for station use.

Seasonal Claimed Capability Audit is the Generator Asset audit performed pursuant to Section III.1.5.1.3.

Seasonal DR Audit is the Demand Response Resource audit performed pursuant to Section III.1.5.1.3.1.

Seasonal Peak Demand Resource is a type of Demand Capacity 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.

Selected Qualified Transmission Project Sponsor is the Qualified Transmission Project Sponsor that proposed the Phase Two Solution,~~or~~ Stage Two Solution, or Longer-Term Proposal that has been identified by the ISO as the preferred Phase Two Solution,~~or~~ Stage Two Solution, or Longer-Term Transmission Solution.

Selected Qualified Transmission Project Sponsor Agreement is the agreement between the ISO and a Selected Qualified Transmission Project Sponsor. The Selected Qualified Transmission Project Sponsor Agreement is provided in Attachment P to the OATT.

Self-Schedule is the action of a Market Participant in committing its Generator Asset or DARD, in accordance with applicable ISO New England Manuals, to provide service in an hour, whether or not in the absence of that action the Generator Asset or DARD would have been committed by the ISO to provide the service. For a Generator Asset, Self-Schedule is the action of a Market Participant in committing 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 committed by the ISO to provide the Energy. For a DARD, Self-Schedule is the action of a Market Participant in committing a DARD to consume Energy in an hour at its Minimum Consumption Limit, whether or not in the absence of that action the DARD would have been committed by the ISO to consume Energy. For an External Transaction, a Self-Schedule is a request by a Market Participant for the ISO to select the External Transaction regardless of the LMP. Demand Response Resources are not permitted to Self-Schedule.

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 officer.

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.C of the ISO New England Financial Assurance Policy.

Settlement Only Distributed Energy Resource Aggregation (SODERA) is a type of Distributed Energy Resource Aggregation and is described in additional detail in Section III.6.6.

Settlement Only Resources are generators of less than 5 MW of maximum net output when operating at any temperature at or above zero degrees Fahrenheit, that meet the metering, interconnection and other requirements 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.

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.

Solar High Limit is the estimated power output (MW) of a solar Generator Asset given the Real-Time solar and weather conditions, taking into account equipment outages, and absent any self-imposed reductions in power output or any reduction in power output as a result of a Dispatch Instruction, calculated in the manner described in the ISO Operating Documents.

Solar Plant Future Availability is the forecasted Real-Time High Operating Limit of a solar Generator Asset, calculated in the manner described in the ISO Operating Documents.

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).

Sponsored Policy Resource is a New Capacity Resource, each asset of which: receives a revenue source, other than revenues from ISO-administered markets, that is supported by a government-regulated rate, charge, or other regulated cost recovery mechanism, and; qualifies as a renewable, clean, zero carbon, or alternative energy asset under a renewable energy portfolio standard, clean energy standard, decarbonization or net-zero carbon standard, alternative energy portfolio standard, renewable energy goal, clean energy goal, or decarbonization or net-zero carbon goal enacted by federal or New England state statute, regulation, or executive or administrative order and as a result of which the asset receives the revenue source.

Stage One Proposal is a first round submission, as defined in Section~~s~~ 4A.~~5~~6 of Attachment K of the OATT, of a proposal for a Public Policy Transmission Upgrade by a Qualified Transmission Project Sponsor.

Stage Two Solution is a second round submission, as defined in Section 4A.8~~5~~ of Attachment K of the OATT, of a proposal for a Public Policy Transmission Upgrade by a Qualified Transmission Project Sponsor.

Stakeholder-Requested Scenario is an Economic Study reference scenario that is described in Section 17.2(d) of Attachment K to the OATT.

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 Generator Asset to Market Participants with an Ownership Share in the Generator Asset each time the Generator Asset 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.

State-identified Requirement refers to a legal requirement, mandate or policy of a New England state or local government that forms the basis for a Longer-Term Transmission Study request submitted to the ISO pursuant to the process set out in Section 16 of Attachment K of the OATT.

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, Existing Demand Capacity Resource, or Existing Distributed Energy Capacity 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 costs associated with a Station that are avoided only by the clearing of the Static De-List Bids, the Permanent De-List Bids or the Retirement De-List Bids of all the Existing Generating Capacity Resources comprising the Station.

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.

Storage as Transmission-Only Asset (SATOA) is electric storage equipment that: (1) is connected to or to be connected to Pool Transmission Facilities in the New England Transmission System at a voltage level of 115 kV or higher; (2) the ISO approved to be included in the Regional System Plan and RSP Project List as a regulated transmission solution and Pool Transmission Facility pursuant to the regional system planning processes in Attachment K of the OATT; and (3) is capable of receiving energy only from the Pool Transmission Facilities and storing the energy for later injection to the Pool Transmission Facilities.

Storage DARD is a DARD that participates in the New England Markets as part of an Electric Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

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 pursuant to Section III.9. 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.

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 Operating Limit (SOL) has the meaning specified in the Glossary of Terms Used in NERC Reliability Standards.

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 a form of ten-minute reserve capability, determined pursuant to Section III.1.7.19.2.

Ten-Minute Non-Spinning Reserve Service is the form of Ancillary Service described in Schedule 6 of the OATT.

Ten-Minute Reserve Requirement is the combined amount of TMSR and TMNSR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

Ten-Minute Spinning Reserve (TMSR) is a form of ten-minute reserve capability, determined pursuant to Section III.1.7.19.2.

Ten-Minute Spinning Reserve Requirement is the amount of TMSR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

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) is a form of thirty-minute reserve capability, determined pursuant to Section III.1.7.19.2.

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.

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 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 Reserve Requirement, which includes Replacement Reserve, is the combined amount of TMSR, TMNSR, and TMOR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

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 Constraint Penalty Factors are described in Section III.1.7.5 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.

Unsettled FTR Financial Assurance is an amount of financial assurance required from a Designated FTR Participant as calculated pursuant to Section VI.B of the ISO New England Financial Assurance Policy.

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 On-Peak Demand Resource or Seasonal Peak Demand Response project. The Updated Measurement and Verification Plan may include updated 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 Cap is $2,000/MWh.

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.

Wind High Limit is the estimated power output (MW) of a wind Generator Asset given the Real-Time weather conditions, taking into account equipment outages, and absent any self-imposed reductions in power output or any reduction in power output as a result of a Dispatch Instruction, calculated in the manner described in the ISO Operating Documents.

Wind Plant Future Availability is the forecasted Real-Time High Operating Limit of a wind Generator Asset, calculated in the manner described in the ISO Operating Documents.

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 pursuant to Section III.9. 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.

Zonal Capacity Obligation is calculated in accordance with Section III.13.7.5.2 of Market Rule 1.

Zonal Reserve Requirement is the combined amount of TMSR, TMNSR, and TMOR required for a Reserve Zone as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

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II.8 Billing and Invoicing; Accounting

II.8.1 Billing Procedure: Billings to Transmission Customers shall be made in accordance with this Section II.8, Schedules 18, 20 and 21 and the ISO New England Billing Policy, as applicable, and as may be supplemented by other billing procedures established pursuant to the TOA, a MTOA or an OTOA, as applicable.

II.8.2 Invoicing: Invoicing and payments are addressed in Attachments L1, L2, L3 and L4 to Section II of the Transmission, Markets and Services Tariff.

II.8.3 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) will be calculated in accordance with the methodology specified for interest on refunds in 18 C.F.R. §35.19a(a)(2)(iii) of the Commission's regulations. Interest on delinquent amounts will be calculated from the due date of the bill to the date of payment. Payments must be made by Electronic Funds Transfer or in immediately available funds.

II.8.4 Customer Default: In the event a Transmission Customer fails to make payment to the ISO for services under this OATT, other than under Schedules 18, 20 and 21 of this OATT, on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the ISO notifies the Transmission Customer to cure such failure, a default by the Transmission Customer will be deemed to exist under this OATT. Additional default provisions may apply as stated under the ISO New England Billing Policy, Exhibit ID to Section I of the Transmission, Markets and Services Tariff. Upon the occurrence of a default under this OATT, the ISO may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission approves such termination. In the event of a billing dispute between the ISO and the Transmission Customer, service will continue to be provided under a Service Agreement, and service termination proceedings will not be initiated as long as the Transmission Customer continues to make all payments invoiced by the ISO, including any disputed amounts, subject to resolution of such dispute in favor of such Transmission Customer. If the Transmission Customer fails to meet this requirement for continuation of service, then the ISO may provide notice to the Transmission Customer of the ISO's intention to suspend service in sixty days, in accordance with applicable Commission rules and regulations, and may proceed with such suspension.

II.8.5 Study Costs and Revenues: Transmission Owners shall (i) include in a separate operating revenue account or sub-account the revenues, if any, it receives from transmission service when making Third-Party Sales under Section II of the Tariff, and (ii) include in a separate transmission operating expense account or sub-account, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Owner conducts or is subcontracted to conduct to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including Third-Party Sales, if any, under this OATT; and include in a separate operating revenue account or sub-account the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in a billing under the OATT.

II.8.6 Billing and Invoicing For Other Services and Transactions: Billings and invoicing for MTF Service, OTF Service, Local Service, Excepted Transactions, Grandfathered Intertie Agreements and MEPCO Grandfathered Transmission Service Agreements will be made pursuant to the terms and conditions of Schedules 18, 20 and 21 of this OATT, Excepted Transactions, Grandfathered Intertie Agreements or MEPCO Grandfathered Transmission Service Agreements under which service is provided.

II.8.7 Study Costs and Revenues of a Non-Incumbent Transmission Developer: Non-Incumbent Transmission Developers that are not otherwise party to the TOA shall include in a separate transmission operating expense account or sub-account, costs properly chargeable to expenses that are incurred to perform studies for Phase One Proposals and Phase Two Solutions, and Stage One Proposals and Stage Two Solutions pursuant to Attachment K of this OATT; and include in a separate operating revenue account or sub-account the revenues received for such studies when such amounts are separately stated and identified in a billing under the OATT.

II.8.8 Refund Obligations and Surcharge Rights Associated With Adjustments to Regional and Local Rates: The ISO, PTOs and Non-Incumbent Transmission Developers shall (consistent with Attachment L4 to this OATT) calculate refunds from the PTOs or Non-Incumbent Transmission Developers to the ISO and/or surcharges by the PTOs or Non-Incumbent Transmission Developers to the ISO, which will be passed through by the ISO to its Customers, attributable to adjustments associated with charges under Attachment F and Schedules 1, 8, 9, 13, ~~and~~ 14, and 14A of this OATT resulting from: (i) an audit of the regional rates; (ii) a Commission order, including, without limitation, orders approving settlements and letter orders or (iii) a billing correction. Any recalculations shall be made as though any such adjustments had been in effect as of the effective date of the required change(s), with interest to the extent required by applicable order or contract. The affected PTO(s) or Non-Incumbent Transmission Developer(s) shall individually calculate any refunds and/or surcharges associated with any changes in the rates under their respective Local Service Schedules or other rate recovery mechanisms, as appropriate. The ISO, PTOs and Non-Incumbent Transmission Developers shall, to the extent necessary, reasonably cooperate with each other in performing such recalculations. The refund obligations to the ISO associated with such adjustments to rates under Schedules 1, 8, 9 and 21 shall be several, and not joint, obligations and rights of the PTOs; the refund obligations to the ISO associated with such adjustments to rates under Schedules 13, ~~and~~ 14, and 14A shall be several, and not joint, obligations and rights of the Non-Incumbent Transmission Developers.

II.8.9 Creditworthiness: The creditworthiness procedures are specified in Attachments L1 through L4 to this OATT.

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, NEMA Upgrade, ~~or~~ Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade may be required or proposed pursuant to a Regional System Plan and Attachment K of this OATT. Where a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, NEMA Upgrade, ~~or~~ Public Policy Transmission Upgrade or Longer-Term Transmission Upgrade is to be effected, the rights and obligations of the ISO, the PTOs, Non-Incumbent Transmission Developers, and Transmission Customers shall be determined in accordance with the TOA, the NTDOA, Schedule 12 and Attachment K, as applicable.

(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 9, 11, 12, 13~~,~~ ~~or~~ 14, or 14A to this OATT, such issues shall be subject to determination by the Commission in the appropriate proceeding.

II.49 Definition of PTF

PTF or Pool Transmission Facilities are the transmission facilities owned by PTOs, over which the ISO shall exercise Operating Authority in accordance with the terms set forth in the TOA, rated 69 kV or above required to allow energy from significant power sources to move freely on the New England Transmission System, and include:

1. All transmission lines and associated facilities owned by PTOs rated 69 kV and above, except for lines and associated facilities that (i) were not built as Public Policy Transmission Upgrades or Longer-Term Transmission Upgrades and (ii) contribute little or no parallel capability to the PTF. The following do not constitute PTF:

   (a) Unless they were built as part of a Public Policy Transmission Upgrade or a Longer-Term Transmission Upgrade,

   i. Those lines and associated facilities which are required to serve local load only,

   ii. Generator leads, which are defined as radial transmission from a generation bus to the nearest point on the PTF; or

   iii. Lines that are normally operated open.

   (b) Lines and associated facilities that are classified as MTF or OTF.

2. All Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades that comprise ~~are comprised of~~ transmission lines rated 115 kV or above, and associated facilities rated 115 kV or above, owned by PTOs, and identified pursuant to Attachment K to the OATT shall constitute PTF.

3. Parallel linkages in network stations owned by PTOs (including substation facilities such as transformers, circuit breakers and associated equipment) interconnecting the lines which constitute PTF.

4. If a PTOs with significant generation in its transmission and distribution system (initially 25 MW) is connected to the New England Transmission System and none of the transmission

facilities owned by the PTO qualify to be included in PTF as defined in (1), (2) and (3) above, then such PTO's connection to PTF will constitute PTF if both of the following requirements are met for this connection:

(a) The connection is rated 69 kV or above.

(b) The connection is the principal transmission link between the PTO and the remainder of the PTF network.

5. Rights of way and land owned by PTOs required for the installation of facilities that constitute PTF under (1), (2), (3) or (4) above.

The ISO shall review at least annually the status of transmission lines and associated facilities and determine whether such facilities constitute PTF and shall prepare and keep current a schedule or catalogue of PTF facilities.

The following examples indicate the intent of the above definitions:

Unless they were built as part of a Public Policy Transmission Upgrade or Longer-Term Transmission Upgrade, radial tap lines to local load are excluded.

Lines which loop, from two geographically separate points on the PTF, the supply to a load bus from the PTF are included.

Lines which loop, from two geographically separate points on the PTF, the connections between a generator bus and the PTF are included.

Radial connections or connections from a generating station to a single substation or switching station on the PTF are excluded, unless the requirements of paragraph (2) or (4) above are met.

Transmission facilities owned or supported by a Related Person of a PTO which are rated 69 kV or above and are required to allow Energy from significant power sources to move freely on the New England Transmission System shall also constitute PTF provided (i) such Related Person files with the ISO its consent to such treatment; and (ii) the ISO determines that treatment of the facilities as PTF will facilitate accomplishment of the ISO's objectives. If such facilities constitute PTF pursuant to this paragraph, they shall be treated as "owned" or "supported," as applicable, by a PTO for purposes of this OATT and the other provisions of the TOA, including the ability to include the cost associated with such PTF and any Transmission Support Expenses for support of PTF made by its Related Person in that PTO's Annual Transmission Revenue Requirements, pursuant to Attachment F of the OATT.

Of those transmission facilities that are upgrades, modifications or additions, on and after January 1, 2004, to the transmission system administered by the ISO under the Interim Independent System Operator Agreement, or to the New England Transmission System on or after the Operations Date, only those that: (i) are rated 115kV or above, and (ii) otherwise meet the non-voltage criteria specified in Section II.49 shall be classified as PTF. Those transmission facilities that were PTF pursuant to the Restated NEPOOL Agreement on December 31, 2003, and any upgrades to such facilities that meet the criteria specified in Section II.49, shall remain classified as PTF for all purposes under this Tariff.

SCHEDULE 12

TRANSMISSION COST ALLOCATION ON AND AFTER JANUARY 1, 2004

This Schedule 12 describes the cost allocation treatment of upgrades, modifications or additions to the transmission system in New England on and after January 1, 2004. Nothing in this Schedule 12 shall eliminate the PTF status of transmission facilities that were PTF on December 31, 2003; and any upgrades to such facilities that continue to meet the definition of PTF specified in this OATT shall be classified as PTF for all purposes under this OATT. The costs of all upgrades to the Highgate Transmission Facilities will be treated as HTF and allocated according to this schedule, as may be amended from time to time, provided that such HTF upgrades shall not be limited by Appendix B to Attachment F Implementation Rule under this OATT if classified as Regional Benefit Upgrades.

A. Process for Categorizing Upgrades for Cost Allocation:

Upgrades, modifications or additions to the New England Transmission System shall be categorized by the ISO, with advisory input from the Reliability Committee and the Planning Advisory Committee, as appropriate. A list of categorized Transmission Upgrades shall be made part of each annual and interim RSP, subject to the provisions of Attachment K of this OATT.

B. Transmission Cost Allocation by Category:

1. Generator Interconnection Related Upgrades:

The cost for all Generator Interconnection Related Upgrades shall be allocated pursuant to Schedule 11 of this OATT.

2. Elective Transmission Upgrades:

The cost for all Elective Transmission Upgrades shall not be included in the Pool-Supported PTF costs recoverable under this OATT, but shall be allocated solely to the entity or entities volunteering to make and pay for such Elective Transmission Upgrades.

3. NEMA Upgrades:

The cost for all NEMA Upgrades shall be included in the Pool-Supported PTF costs recoverable under this Tariff for so long as such Transmission Upgrades continue to meet the definition of PTF under this OATT and allocated to Transmission Customers taking service under this OATT.

4. RTEP02 Upgrades:

The costs for all RTEP02 Upgrades placed in service on or before December 20, 2007, shall be included in the Pool-Supported PTF costs recoverable under this OATT for so long as such Transmission Upgrades continue to meet the definition of PTF under this OATT and allocated to Transmission Customers taking service under this OATT.

5. Regional Benefit Upgrades:

The cost for all Regional Benefit Upgrades, as well as all transmission facilities that were PTF as of December 31, 2003 and upgrades to such facilities that meet the definition of PTF under this OATT, shall be included in the Pool-Supported PTF costs recoverable under this OATT for so long as such Transmission Upgrades and such existing PTF continue to meet the definition of PTF under this OATT and allocated to Transmission Customers taking service under this OATT. Market Efficiency Transmission Upgrades that are not RBUs shall not be included in the Pool-Supported PTF Costs recoverable under this OATT.

6. Public Policy Transmission Upgrade Costs:

(a) Seventy percent of the costs of each Public Policy Transmission Upgrade shall be allocated to Transmission Customers taking service under this OATT in the same manner as Regional Benefit Upgrades.

(b) The remaining thirty percent of the costs of each Public Policy Transmission Upgrade shall be allocated to the Regional Network Load of each state in direct proportion to the state's share of the public policy planning need that gives rise to the Public Policy Transmission Upgrade ("Planning Need"). Each state's share of the Planning Need shall be: (i) as shown in a Planning Need identified by NESCOE in a request for a Public Policy Transmission Study pursuant to Section 4A.1 of Attachment K, based on its estimate of the MWhs of electric energy (or MWs of capacity, if applicable) needed over the requested study period to satisfy the state and federal Public Policy Requirements it identified for evaluation and how such needs are allocated among the states, which shall take into account the MWhs (or MWs of capacity, if applicable) associated with contracts and other mechanisms that are available and capable to satisfy the Public Policy Requirements for the year or years of need considered in the requested Public Policy Transmission Study; or (ii) if NESCOE does not provide a Planning Need in such a request, the load-ratio share of the Regional Network Load of each state that has been identified pursuant to the procedures set forth in Sections 4A.1 and 4A.1.1 of Attachment K as having one or more Public Policy Requirements that will be evaluated in the corresponding Public Policy Transmission Study. Nothing in this Schedule 12 shall prevent the applicable PTOs from filing with the Commission an alternative cost allocation for a Public Policy Transmission Upgrade in accordance with the TOA or a Qualified Transmission Project Sponsor that is not a PTO from filing with the Commission an alternative cost allocation for a Public Policy Transmission Upgrade. The revenue requirements for such Public Policy Transmission Upgrades shall be separately determined in accordance with the provisions of Attachment F to this OATT, subject to separate incentives or other modifications specifically approved by the Commission for such upgrades under Section 205 of the Federal Power Act.

Notwithstanding anything else in this Section 6, the costs of Public Policy Transmission Upgrades to address the Public Policy Requirement of a local government shall not be allocated under Schedule 12 and shall be allocated under a separate local schedule or cost recovery mechanism.

7. Local Benefit Upgrades:

The cost for Local Benefit Upgrades shall not be included in the Pool-Supported PTF costs recoverable under this OATT.

8. Localized Costs:

Localized Costs shall not be included in the Pool-Supported PTF costs recoverable under this OATT, or in costs allocated to Regional Network Load according to Section 6 of this Schedule 12, but instead the responsibility for such Localized Costs shall be the responsibility of the entity or entities causing or subject to such Localized Costs. The System Operator, in accordance with Schedule 12C of this OATT, shall review RTEP02 Upgrades, Regional Benefit Upgrades, reconstructions/replacements of all or part of Pool Transmission Facilities, and Public Policy Transmission Upgrades and identify any Localized Costs associated with them.

9. Merchant Transmission Facilities Cost Allocation

The cost of all Merchant Transmission Facilities, including the cost of Transmission Upgrades required to interconnect the Merchant Transmission Facilities to the PTF, shall be the responsibility of the developer of the Merchant Transmission Facilities, and shall not be included in the Pool-Supported PTF costs recoverable under this OATT.

10. Longer-Term Transmission Upgrades:

(a) Longer-Term Transmission Upgrades that meet a greater than 1.0 benefit-to-cost ratio threshold:

The cost of Longer-Term Transmission Upgrades shall be allocated in the same manner as Regional Benefit Upgrades, unless the applicable PTOs in accordance with the TOA or a Qualified Transmission Project Sponsor that is not a PTO in accordance with the NTDOA files with the Commission an alternative cost allocation for a Longer-Term Transmission Upgrade that implements the cost allocation requested by NESCOE in a written communication to the ISO pursuant to Section 16.4(i) of Attachment K to this OATT and the Commission approves such alternative cost allocation, in which case: (a) only the portion of the costs associated with addressing any combined reliability and/or market efficiency needs identified in the request for proposal(s) issued pursuant to Section 16.4(a) of Attachment K to this OATT, as calculated by the ISO, shall be allocated in the same manner as Regional Benefit Upgrades; and (b) the incremental costs associated with addressing the longer-term needs identified in a request for proposal(s) issued pursuant to Section 16.4(a) of Attachment K to this OATT shall be allocated under the alternative cost allocation filed with and accepted by the Commission by the applicable PTO in accordance with the TOA or by a Qualified Transmission Project Sponsor that is not a PTO in accordance with the NTDOA.

(b) Longer-Term Transmission Upgrades that do not meet the greater than 1.0 benefit-to-cost ratio threshold: A portion of the cost of the Longer-Term Transmission Upgrades determined by multiplying the benefit-to-cost ratio, as calculated pursuant to Section 16.4(h) of Attachment K to this OATT, by the total cost of the Longer-Term Transmission Upgrades shall be allocated in the same manner as Regional Benefit Upgrades. The remaining portion of the cost of the Longer-Term Transmission Upgrades shall be allocated to Regional Network Load in each of the New England states that voluntarily agree to fund the remaining portion of the cost in accordance with the cost allocation that may be filed by the applicable PTO pursuant to the TOA or a Qualified Transmission Project Sponsor that is not a PTO pursuant to the NTDOA that implements the cost allocation requested by NESCOE in a written communication to the ISO pursuant to Section 16.4(j) of Attachment K to this OATT and is approved by the Commission.

SCHEDULE 12C

DETERMINATION OF LOCALIZED COSTS ON AND AFTER JANUARY 1, 2004

Introduction

The purpose of this Schedule 12C is to describe procedures that the ISO will use in determining Localized Costs for eligible Transmission Upgrades as specified below on or after January 1, 2004.

Review and Approval

These Schedule 12C review and approval procedures are separate and distinct from any other approval procedures within the Transmission, Markets and Services Tariff and are not a condition for receiving approval under any other section of the Transmission, Markets and Services Tariff. If submission of a proposed plan for a Transmission Upgrade by a Market Participant or Transmission Owner for review pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff is required, then the approval for Transmission Upgrade cost allocations as described under this Schedule 12C of this OATT cannot occur sooner than after that review has been completed and it has been determined, pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff, that the Market Participant or Transmission Owner is free to proceed with implementation of the proposed Transmission Upgrade.

Entities conducting transmission system studies shall review and discuss transmission design and construction alternatives as they are developed under a System Impact Study ("SIS") or as part of the Regional System Plan with the System Operator, Reliability Committee and the Planning Advisory Committee, as deemed appropriate by the ISO.

1. Review Procedures For Determining Localized Costs

All (1) RTEP02 Upgrades; (2) Regional Benefit Upgrades developed pursuant to Section 4.2 of Attachment K of the OATT; (3) reconstructions/replacements of all or part of Pool Transmission Facilities; and (4) Regional Benefit Upgrades, ~~and~~ Public Policy Transmission Upgrades, and Longer-Term Transmission Upgrades developed pursuant to Sections 4.3, ~~and~~ 4A, and 16 (respectively) of Attachment K of the OATT shall be reviewed by the ISO with advisory input from the Reliability Committee to determine if any of the costs associated with such upgrades are Localized Costs, except that a proposed Transmission Upgrade which costs less than $500,000 may be exempted from this review by the ISO. The ISO, with advisory input from the Reliability Committee, will review and update, as appropriate, the $500,000 threshold on an annual basis.

The Market Participant or Transmission Owner seeking cost recovery for a proposed Transmission Upgrade, including reconstruction or replacement, shall submit to the ISO and the Reliability Committee the following information as deemed appropriate by the ISO:

(a) A description of (i) the proposed Transmission Upgrade and any feasible and practical transmission alternatives that were considered, and (ii) the most currently available study grade or better estimates of the construction, including the potential impact on the bulk power system during the construction of such upgrade, and (iii) the operating costs of the proposed Transmission Upgrade and any feasible and practical transmission alternatives that were considered.

(b) A summary of the technical analysis performed for the Transmission Upgrade and the identified transmission alternatives.

(c) A review and discussion of the need for the proposed Transmission Upgrade.

(d) A discussion of why the requested Transmission Upgrade was selected over other transmission alternatives, with a description of the benefits of the proposed Transmission Upgrade over other transmission alternatives from an operational, timing of implementation, cost and reliability perspective.

If in reviewing the application and associated information, the ISO, with advisory input from the Reliability Committee, decides that additional information, review, or study is required prior to acting on the application, the ISO, with advisory input from the Reliability Committee, may elect to defer action and solicit supplementary information, review, or study as required. Sources for such additional information may be, but are not limited to, the entity sponsoring the application, Transmission Owners, or the Reliability Committee.

In making its determination of whether Localized Costs exist for the Transmission Upgrades identified in (1), (2) and (3) above, the ISO will consider the reasonableness of the proposed engineering design and construction method with respect to (i) Good Utility Practice, (ii) the current engineering design and construction practices in the area in which the Transmission Upgrade is built, (iii) alternate feasible and practical Transmission Upgrades and (iv) the relative costs, operation, timing of implementation, efficiency and reliability of the proposed Transmission Upgrades.

In making its determination of whether Localized Costs exist for the Transmission Upgrades identified in (4) above, the ISO will consider incremental costs resulting from changes to the Transmission Upgrade described in the Transmission Cost Allocation application (or any revisions thereto) for regional rate recovery compared to the description of the Transmission Upgrade in Schedule A to the Selected Qualified Transmission Project Sponsor Agreement. Localized Costs for the Transmission Upgrades identified in (4) above that are located on a PTO's existing transmission system, where the Selected Qualified Transmission Project Sponsor is not the PTO for the existing system element(s), will be determined in a manner consistent with the process described for the Transmission Upgrades identified in (1), (2) and (3) above.

Local siting requirements for transmission facilities shall not be dispositive of whether or not Localized Costs exist with respect to any particular Transmission Upgrade.

The ISO will develop detailed procedures to fulfill the objectives and requirements of this Schedule 12C.

2. Additional Transmission Upgrade Costs or Design Changes Subsequent to the ISO's Determination of Localized Costs

If the costs associated with a Transmission Upgrade exceed the estimated Pool-Supported PTF costs determined in the original Localized Costs review by ten percent, or the design associated with the construction of a Transmission Upgrade is materially changed subsequent to the ISO's determination of Localized Costs, then the applicant for Pool-Supported PTF costs shall be required to submit its Transmission Upgrade again to a review by the ISO to determine if any of the incremental costs or costs associated with the change in design are Localized Costs.

3. Dispute Resolution Regarding Determination of Localized Costs

The ISO's determination of Localized Costs under this OATT shall take effect on the date on which the ISO issues its written findings and determination. The applicant for cost recovery (the "Applicant") whose project is deemed to include Localized Costs may dispute such decision by the ISO by submitting within 60 days of such decision formal written notice of the dispute to the ISO, describing in detail the basis for its challenge of the ISO's determination. The Applicant and the ISO shall then enter into good faith negotiations for a period not to exceed 60 days from the date of the Applicant's written notice to try to resolve the dispute.

If there is no satisfactory resolution of the dispute at the end of the negotiation period, the Applicant shall then have the right to file a Section 206 complaint with the Commission.

SCHEDULE 14A

RECOVERY OF LONGER-TERM TRANSMISSION UPGRADE COSTS BY NON-INCUMBENT TRANSMISSION DEVELOPERS

1. Applicability

1.1 Use by Non-Incumbent Transmission Developers

This schedule is to be utilized by Non-Incumbent Transmission Developers that: (i) are not also Participating Transmission Owners, and (ii) are Qualified Transmission Project Sponsors. This schedule is designed to enable the recovery of all prudently incurred costs following the execution of the Selected Qualified Transmission Sponsor Agreement, to the extent permitted in Section 16 of Attachment K to this OATT, for Longer-Term Transmission Upgrades, and the recovery of "construction work in progress" costs stemming from a Longer-Term Transmission Upgrade.

1.2 Costs Recovered Under Schedule 14A May Not Also Be Recovered Through Another Schedule

Any costs recovered by the Non-Incumbent Transmission Developer under this Schedule 14A cannot also be recovered under another Schedule to this OATT.

1.3 Transfer of Unrecovered Costs Upon Execution of the Transmission Operating Agreement

Following the execution of the Transmission Operating Agreement by the Non-Incumbent Transmission Developer, any costs that are not already recovered under this Schedule 14A may be recovered under the appropriate cost recovery mechanism set forth in this OATT, as appropriate.

2. Section 205 Rate Filing; Invoicing

2.1 Section 205 Rate Filing

Prior to recovering any Longer-Term Transmission Upgrade costs and in accordance with Section 16 of Attachment K to this OATT, a Non-Incumbent Transmission Developer shall submit a filing with the Commission pursuant to Section 205 of the Federal Power Act requesting approval of the actual Longer-Term Transmission Upgrade costs and the period of time over which the costs are to be recovered. Upon approval by the Commission, such terms of recovery shall be included in discrete schedules to this Schedule 14A. The Non-Incumbent Transmission Developer shall notify the ISO of the Commission-approved Longer-Term Transmission Upgrade costs and the applicable recovery period recognized in the Commission Order.

2.2 Invoicing and Collection by ISO

The ISO acts as counterparty for the billing and collection agent for Non-Incumbent Transmission Developers for recovery of their Commission-approved Longer-Term Transmission Upgrade costs, in accordance with Section 16 of Attachment K to this OATT. Upon notification from a Non-Incumbent Transmission Developer of the Commission Order approving costs for recovery, the ISO shall allocate and invoice costs consistent with the applicable cost allocation established in accordance with Section 16 of Attachment K to this OATT. The ISO shall disburse the monthly collected amounts to the Non-Incumbent Transmission Developer, as appropriate.

3. Construction Work in Progress Costs

3.1 Section 205 Rate Filing

In accordance with the terms of the Non-Incumbent Transmission Developer Operating Agreement, a Non-Incumbent Transmission Developer may submit filings to the Commission pursuant to Section 205 of the Federal Power Act for recovery of its "construction work in progress" costs associated with a Longer-Term Transmission Upgrade. Upon approval by the Commission, such terms of recovery shall be included in discrete schedules to this Schedule 14A.

ATTACHMENT K
REGIONAL SYSTEM PLANNING PROCESS

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APPENDIX 2 – LIST OF ENTITIES ENROLLED IN THE TRANSMISSION PLANNING REGION

APPENDIX 3 – LIST OF QUALIFIED TRANSMISSION PROJECT SPONSORS

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, 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, and local system planning process conducted by the PTOs, pursuant to their 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 Sections 4.1(f) and 4A.3(b) of this Attachment into the Needs Assessments, Public Policy Transmission Studies or the Regional System Plan ("RSP"), described below. Where market responses incorporated into the Needs Assessments or Public

Policy Transmission Studies do not eliminate or address the needs identified by the ISO in Needs Assessments, Public Policy Transmission Studies or the RSP, the ISO shall develop or evaluate, pursuant to Sections 4.2(b), 4.3, or 4A of this Attachment, as applicable, 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. 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, 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;

(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; ~~and~~

(iv) those projects identified through the Public Policy procedures described in Section 4A of this Attachment K; and

(v) those projects identified through the longer-term transmission planning procedures described in Section 16 of this Attachment K.

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.

1.1 Enrollment

For purposes of participating as a transmission provider in the New England transmission planning region pursuant to this Attachment K, and distinct from Transmission Providers as defined in Section I of this Tariff, an entity chooses to enroll by executing (or having already executed) a: (i) transmission operating agreement with the ISO, or (ii) a Market Participant Service Agreement coupled with a written notification to the ISO that the entity desires to be a transmission provider in the New England region. Such enrollment in the transmission planning region is not necessary to participate in the Planning Advisory Committee, which is open to any entity as described in Section 2.3 of this Attachment K.

1.2 A List of Entities Enrolled in the Planning Region

A list of entities enrolled in the transmission planning region as transmission providers as described in Section 1.1. above, is included as Appendix 2 of this Attachment K.

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, Solutions Studies, and competitive solutions developed pursuant to Section 4.3 of this Attachment, (iv) potential market responses to the needs identified by the ISO in a Needs Assessment or the RSP, (v) Cluster Enabling Transmission Upgrades Regional Planning Studies, (vi) the results of Public Policy Transmission Studies and competitive solutions developed pursuant to Section 4A of this Attachment, and (vii) Longer-Term Transmission Studies and competitive solutions developed pursuant to Section 16 of this Attachment. The Planning Advisory Committee, with the assistance of and in coordination with the ISO, serves also to identify and prioritize the Stakeholder-Requested Scenario and stakeholder-requested scenario sensitivities for Economic Studies to be performed by the ISO, and provides input and feedback to the ISO concerning the conduct of Economic Studies ~~and Public Policy Transmission Studies~~, including the criteria and assumptions ~~for such studies~~. Based on input and feedback related to the regional system planning process provided by the Planning Advisory Committee to the ISO, the ISO shall consult with the appropriate NEPOOL technical committees, including but not limited to, the Markets, Reliability and Transmission Committees, on issues and concerns identified by the Planning Advisory Committee as requiring further investigation and consideration of potential changes to ISO New England Operating Documents.

2.3 Membership

There are no membership requirements to become part of the Planning Advisory Committee. Meetings are open to members of any entity, including State regulators or agencies and NESCOE, subject to the Critical Energy Infrastructure Information ("CEII") policy as further described in Section 2.4(d) of this Attachment. To be added to the Planning Advisory Committee email distribution list, an email address shall be provided to the Secretary of the Committee. Throughout this Attachment K, a member of the Planning Advisory Committee refers to any individual, whether they attend Planning Advisory Committee meetings or are included on the email distribution list.

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 and the competitive solution process described in Sections 4.3 and 16 of this Attachment, meets 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, Market Efficiency Transmission Upgrades, Longer-Term Transmission Upgrades, and Public Policy Transmission Upgrades (which, for the foregoing types of upgrades, -may include the portions of Interregional Transmission Projects located within the New England Control Area) and of External Transmission Projects. 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.

Each RSP shall be built upon the previous 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, 4.2, 4.3, ~~and~~ 4A, and 16 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").

The revisions to this Attachment K submitted to comply with FERC's Order No. 1000 shall not apply to any Proposed or Planned project included in an RSP approved by the ISO Board of Directors (or in an RSP Project List update) prior to the May 18, 2015 effective date of the Order No. 1000 compliance filing of the ISO and the PTOs, unless the ISO is re-evaluating the solution design for such project as of that effective date, or subsequently determines that the solution design for such project requires re-evaluation.

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 4.1(f), 4A.3(b), 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 an RSP, Needs Assessment, or Public Policy Transmission Study; and (ii) that have proved to be viable by meeting the criteria specified in Section 4.1(f) or 4A.3(b) 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, ~~and shall identify~~ Public Policy Transmission Upgrades identified pursuant to Section 4A of this Attachment, and Longer-Term Transmission Upgrades identified pursuant to Section 16 of this Attachment. The RSP Project List shall identify the proposed regulated transmission solutions separately as a Reliability Transmission Upgrade, a Market Efficiency Transmission Upgrade, ~~or~~ a Public Policy Transmission Upgrade, or a Longer-Term Transmission Upgrade.

With regard to Reliability Transmission Upgrades, ~~and~~ Market Efficiency Transmission Upgrades, Public Policy Transmission Upgrades, and Longer-Term Transmission Upgrades, the following subcategories will be utilized to indicate the status of each proposed regulated transmission solution in the evaluation process. These subcategories include: (i) Proposed; (ii) Planned; (iii) Under Construction; and (iv) In-Service. ~~A Public Policy Transmission Upgrade will be identified in the RSP Project List as (i) Proposed; (ii) Planned: (iii) Under Construction; or (iv) In-Service.~~

The regulated transmission solution subcategories are defined as follows:

(i) For purposes of Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades, “Proposed” shall include a regulated transmission solution that (a) has been proposed in response to a specific need identified by the ISO in a Needs Assessment or the RSP and (b) has been evaluated or further defined and developed in a Solutions Study, as specified in Section 4.2(a) of this Attachment, or in the competitive solutions process specified in Section 4.3 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.

For purposes of Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades, “Proposed” means that the ISO has included the project in the RSP Project

List pursuant to the procedures described in Section 4A or 16 of this Attachment K, but that the project has not yet been approved by the ISO under Section I.3.9 of the Tariff.

(ii) “Planned” shall include a Transmission Upgrade that has met the requirements for a Proposed project and has been approved by the ISO under Section I.3.9 of the Tariff.

(iii) “Under Construction” shall include a Transmission Upgrade that has received the approvals required under the Tariff and engineering and construction is underway.

(iv) “In Service” shall include a Transmission Upgrade that has been placed in commercial operation.

The RSP Project List shall also list External Transmission Projects for which cost allocation and, if applicable, operating agreements have been accepted by the Commission, and indicate whether such External Transmission Projects are proposed, under construction or in service.

Each Reliability Transmission Upgrade and Market Efficiency Transmission Upgrade shall be cross-referenced to the specific systemwide or area needs identified in a Needs Assessment or RSP. Each proposed Public Policy Transmission Upgrade shall be cross-referenced in the RSP Project List to a specific Public Policy Transmission Study. Each proposed Longer-Term Transmission Upgrade shall be cross-referenced in the RSP Project List to a specific Longer-Term Transmission Study.

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.

An Interregional Transmission Project developed pursuant to Section 6.3 of this Attachment K may displace a regional Reliability Transmission Upgrade or Market

Efficiency Transmission Upgrade on the RSP Project List where the ISO has determined that the Interregional Transmission Project is a more efficient or cost-effective solution. In the case of an Interregional Transmission Project that could meet the needs met by a Public Policy Transmission Upgrade, the associated Public Policy Transmission Upgrade may be removed from the RSP Project List in the circumstances described, and using the procedures specified, in Section 4A of Attachment K.

(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; (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; and (iv) may remove from the RSP Project List regulated transmission solutions or Transmission Upgrades that have been displaced by an Interregional Transmission Project in the circumstances described in Section 3.6(a) of this Attachment. With regard to (iii) above, this may include the~~a~~ removal of a regulated transmission solution or Transmission Upgrade because a market response meeting the need reaches the maturity specified in Sections 4.1(f) or 4A.3(b) of this Attachment and has been determined, pursuant to Sections 4.1(f) or 4A.3(b) of this Attachment, to meet the need described in the pertinent Needs Assessment, Public Policy Transmission Study or RSP, as applicable. In doing so, the ISO shall consult with and consider the input from the Planning Advisory Committee and, as appropriate, the Reliability Committee. In addition, the ISO shall remove from the RSP Project List any Public Policy Transmission Upgrade if the ISO determines, with input from the Planning Advisory Committee, that the need to which the Public Policy Transmission Upgrade responds no longer exists. Furthermore, the ISO shall remove from the RSP Project List any Longer-Term Transmission Upgrade if requested to do so in a written NESCOE communication.

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, Schedule 13, ~~and~~ Schedule 14, and Schedule 14A 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

The regional system planning process established in this Attachment K has ~~three~~ four different processes. Except as otherwise provided in Section 16 of this Attachment, t~~T~~he reliability planning process established in this Attachment K shall apply to all transmission solutions adopted to resolve a reliability need, and~~. T~~ the market efficiency planning process established in this Attachment K shall apply to all transmission solutions adopted to resolve a market efficiency need. The public policy planning process established in this Attachment K shall apply to all transmission solutions adopted to resolve a public policy need. The longer-term transmission planning procedures established in this Attachment K shall apply to all transmission solutions adopted to resolve a longer-term need, and may apply to a non-time-sensitive reliability or market-efficiency need to the extent identified by the ISO and combined with longer-term needs in a request for proposal(s) requested by NESCOE in accordance with Section 16.4(a) of this Attachment K.

As described further in Section 4.1(a) below, the planning process in Section 17 of this Attachment K shall be used to identify market efficiency issues and, along with Section 4.1(a), trigger market efficiency Needs Assessments. Market efficiency Needs Assessments shall be conducted pursuant to this Section 4.

For needs identified initially as reliability, market efficiency or public policy needs, the collateral benefits of potential solutions to those needs shall not change the planning process applicable to those identified needs; notwithstanding the foregoing, the ISO shall report its views as to whether a project or preferred solution may also satisfy identified reliability needs of the system as described in Section 4A.8 of this Attachment K.

Sections 4.1 through 4.3 of this Attachment are not applicable to the planning of Public Policy Transmission Upgrades, which is governed instead by Section 4A of this Attachment. Sections 4.1 through 4A of this Attachment are not applicable to the planning of Longer-Term Transmission Upgrades, which is governed instead by Section 16 of this Attachment.

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 (i.e., reliability Needs Assessment) and the operation of efficient wholesale electric markets in New England (i.e., market efficiency Needs

Assessment). 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, as needed to:

- Assess compliance with reliability standards and criteria (including those established by the ISO, NERC, and NPCC) consistent with the long term needs of the system.

- Assess the adequacy of the transmission system capability, such as transfer capability, to support local, regional and interregional reliability.

- Assess the efficient operation of the wholesale electric market. (See Attachment N regarding the identification of market efficiency upgrades).

- Assess sufficiency of the system to integrate new resources and loads on an aggregate or regional basis as needed for the reliable and efficient operation of the system.

- Analyze various aspects of system performance. (Including but not limited to, transient network analysis, small signal analysis, electromagnetic transients program analysis, or delta P analysis).

- Examine short circuit performance of the system.

- Assess the ability to efficiently operate and maintain the transmission system.

- Address market efficiency issues.

- Address system performance in consideration of de-list bids and cleared demand bids consistent with sections 4.1(c) and 4.1(f) of Attachment K.

- Address system performance as otherwise deemed appropriate by the ISO.

(b) [RESERVED]

(c) Conduct of a Needs Assessment for Rejected De-List Bids

(i) 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.

(ii) 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 Dynamic De-List Bids, Static De-List Bids, Permanent De-List Bids or Retirement De-List Bids 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, NESCOE, 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) Treatment of Market Responses 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.

In performing Needs Assessments, the ISO shall rely on certain resources to prevent the identification of system needs. Specifically, the ISO shall incorporate or update information regarding future resources, with the exception of imports across external tie lines, 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, (iii) have a financially binding obligation pursuant to a contract, or (iv) have been forecast in the ISO's Forecast Report of Capacity, Energy, Loads and Transmission. The ISO shall also incorporate or update information regarding all existing resources, with the exception of imports across external tie lines, in Needs Assessments. Imports across future or existing external tie lines will not be relied upon unless such imports (i) have a Capacity Supply Obligation corresponding to the year of study, (ii) have been selected in, and are contractually bound by, a state-sponsored request for proposals, (iii) have a financially binding obligation pursuant to a contract, or (iv) may be represented by a minimum flow based on HQ Interconnection Capability Credits. The ISO will model out-of-service all submitted Retirement De-List Bids, submitted Permanent De-List Bids, and demand bids that have cleared in a substitution auction, and may model out-of-service rejected-for-reliability Static De-List Bids and rejected-for-reliability Dynamic De-List Bids from the most recent Forward Capacity Auction. With respect to having been selected in, and being contractually bound by a state-sponsored request for proposals, or having a financially binding obligation pursuant to a contract, demonstration of such contracts is accomplished through submittal for ISO review of an order or other similar authorization from the appropriate state regulatory agency, along with a copy of the contract, that together demonstrate the contractual requirements. These documents may be submitted by: the Project Sponsor; the state regulatory agency authorizing the contract; a transmission company that is a counterparty to the contract; or by a third-party organization representing the interests of the New England states regarding energy related issues, such as NESCOE. 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 the 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.

(g) Needs Assessment Support

For the development of the Needs Assessments, the ISO will coordinate with the PTOs and the Planning Advisory Committee to support the ISO's performance of Needs Assessments. To facilitate this support, the ISO will post on its website the models, files, cases, contingencies, assumptions and other information used to perform Needs Assessments. The ISO may establish requirements that any PTO or member of the Planning Advisory Committee must satisfy in order to access certain information used to perform Needs Assessments, due to ISO New England Information Policy and CEII constraints. The ISO may ask PTOs or Planning Advisory Committee members with special expertise to provide technical support or perform studies required to assess one or more potential needs that will be considered in the Needs Assessments process. These entities will provide, and the ISO will post on its website, the models, files, cases, contingencies, assumptions and other information used by those entities to perform studies. The ISO will post the draft results of any such Needs Assessment studies on its website. The ISO will convene meetings open to any representative of an entity that is a member of the Planning Advisory Committee to facilitate input on draft Needs Assessments studies and the inputs to those studies prior to the ISO's completion of a draft Needs Assessment report to be reviewed by the entire Planning Advisory Committee pursuant to Section 4.1(i) of this Attachment. All provisions of this subsection (g) relating to the provision and sharing of information shall be subject to the ISO-NE Information Policy.

(h) 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.

(i) 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. Where the ISO forecasts that a solution is needed to solve reliability criteria violations in three years or less from the completion of a Needs Assessment (unless the solution to the Needs Assessment will likely be a Market Efficiency Transmission Upgrade), and the requirements of Section 4.1(j) of this Attachment have been met or where there is only one Phase One Proposal submitted in response to a request for proposal issued under Sections 4.3(a) of this Attachment or only one proposed solution that is selected to move on as a Phase Two Solution, the ISO will evaluate the adequacy of proposed regulated solutions by performing Solutions Studies, as described in Section 4.2 of this Attachment. Where the solution to a Needs Assessment will likely be a Market Efficiency Transmission Upgrade, or where the forecast year of need for a solution that is likely to be a Reliability Transmission Upgrade is more than three years from the completion of a Needs Assessment, the ISO will conduct a solution process based on a two-stage competitive solution process, as described in Section 4.3 of this Attachment.

(j) Requirements for Use of Solutions Studies Rather than Competitive Solution Process for Projects Based on Year of Need

The following requirements must be met in order for the ISO to use Solutions Studies in the circumstances described in Section 4.1(i) based on the solution's year of need:

(i) The ISO shall separately identify and post on its website an explanation of the reliability criteria violations and system conditions that the region has a time-sensitive need to solve within three years of the completion of the relevant Needs Assessment. The explanation shall be in sufficient detail to allow stakeholders to understand the need and why it is time-sensitive.

(ii) In deciding whether to utilize Solutions Studies, such that the regulated transmission solution will be developed through a process led by the ISO and built by the PTO(s), the ISO shall:

(A) Provide to the Planning Advisory Committee and post on its website a full and supported written description explaining the decision to designate a PTO as the entity responsible for construction and ownership of the reliability project, including an explanation of other transmission or non-transmission options that the region considered but concluded would not sufficiently address the immediate reliability need, and the circumstances that generated the reliability need and an explanation of why that reliability need was not identified earlier.

(B) Provide a 15-day period during which comments from stakeholders on the posted description may be sent to the ISO, which comments will be posted on the website, as well.

(iii) The ISO shall maintain and post on its website a list of prior year designations of all projects in the limited category of transmission projects for which the PTO(s) was designated as the entity responsible for construction and ownership of the project following the performance of Solutions Studies. The list must include the project's need-by date and the date the PTO(s) actually energized the project, i.e., placed the project into service. The ISO shall file such list with the Commission as an informational filing in January of each calendar year covering the designations of the prior calendar year, when applicable.

4.2 Evaluation of Regulated Transmission Solutions in Solutions Studies, Where Competitive Solution Process of Section 4.3 Is Not Applicable

The procedures described in this Section 4.2 shall be utilized for the evaluation of regulated transmission solutions for reliability and market efficiency needs where the requirements of Sections 4.1(i) and/or (j) of this Attachment are satisfied. Otherwise, the procedures of Section 4.3 shall be utilized for that purpose.

(a) Evaluation and Development of Regulated Transmission Solutions in Solutions Studies for Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades

In the case of Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades, 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 solutions for the region that offer the best combination of electrical performance, cost, future system expandability, and feasibility to meet a need identified in a Needs Assessment in the required time frame. 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.

(b) 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.

(c) Classification of Regulated Transmission Solutions as Market Efficiency Transmission Upgrades or Reliability Transmission Upgrades

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 a Reliability Transmission Upgrade and/or a Market Efficiency Transmission Upgrade pursuant to the standards set forth in Attachment N of this OATT.

(d) Evaluation Factors Used for Identification of the Preferred Solution

Factors to be considered during the evaluation process for identification of the preferred solution may include, but are not limited to, the following which are listed in no particular order:

- Installed cost;
- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Loss savings;
- Replacement of aging infrastructure;
- Environmental impact;
- Design standards; and
- Impact on NPCC Bulk Power System classification.

(e) Identification of the Preferred Solution and Inclusion of Results of Solutions Studies for Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades in the RSP

The results of Solutions Studies related to Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades will be reported to the Planning Advisory Committee. After receiving feedback from the Planning Advisory Committee, the ISO will identify the preferred solution. The ISO will inform the appropriate Transmission Owners in writing regarding the identification of the preferred solution.

Once identified, the preferred solution, as appropriate, will be reflected (with an overview of why the solution is preferred) in the RSP and/or its Project List, as it is updated from time to time in accordance with this Attachment. Where external impacts of regional projects are identified through coordination by the ISO with neighboring entities, those impacts will be identified in the RSP. Costs associated with such impacts will be addressed as set forth in Schedule 15.

(f) Cancellation of a Solutions Study

The ISO may cancel a Solutions Study at any time. Such cancellation may be due to new or different assumptions which may change or eliminate the identified needs. Any costs associated with Solutions Study development shall be recovered pursuant to Section 3.6(c) of this Attachment.

4.3 Competitive Solution Process for Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades

(a) Initiating the Competitive Solution Process

The ISO will publicly issue a request for proposal for which, pursuant to Section 4.1(i) of this Attachment, a competitive solution process will be utilized. The request for proposal will indicate that a Qualified Transmission Project Sponsor may submit an individual or joint Phase One Proposal(s) offering a solution that addresses the identified needs or address a subset of those needs. In the case where a joint Phase One Proposal is submitted, all parties must be Qualified Transmission Project Sponsors. A Qualified Transmission Project Sponsor may propose a comprehensive solution to address the identified needs, or a subset thereof, that includes an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the Qualified Transmission Project Sponsor's proposed solution relating to the upgrade(s) of an existing transmission system element(s) must provide all data available to the Qualified Transmission Project Sponsor as part of its response to the request for proposal. The Qualified Transmission Project Sponsor is not required to procure agreements with the PTO for implementation of such upgrades as the PTO is required to implement the upgrade(s) in accordance with Schedule 3.09(a) of the Transmission Operating Agreement if the proposed solution is selected through the competitive process.

A PTO or PTOs identified by the ISO as the Backstop Transmission Solution provider(s) shall submit an individual or joint Phase One Proposal (if more than one PTO is identified) as a Backstop Transmission Solution to comprehensively address all of the needs identified in the request for proposal that would be solved by a project located within or connected to its/their existing electric system, and which it/they would therefore have an obligation to build under Schedule 3.09(a) of the TOA. Such PTOs may recover the costs of preparing the Backstop Transmission Solution in accordance with the mechanisms reflected in the OATT and the terms of the TOA.

A member of the Planning Advisory Committee that is not a Qualified Transmission Project Sponsor but would like the ISO to consider a Phase One Proposal reflecting its concept for a project in response to a request for proposal (that is, a project that is "unsponsored") must, before the deadline for the submission of Phase One Proposals, identify a Qualified Transmission Project Sponsor willing to submit a corresponding Phase One Proposal and Phase Two Solution (and to develop and construct the project, if selected in the competitive solution process) in order for the unsponsored project to be submitted in response to an ISO solicitation in Phase One. Upon request by the pertinent Planning Advisory Committee member for assistance in identifying a sponsor, the ISO shall post on its website and distribute to the Planning Advisory Committee a notice that solicits expressions of interest by Qualified Transmission Project Sponsors for sponsorship of the member's conceptual project. All expressions of interest shall include a detailed explanation of why the Qualified Transmission Project Sponsor is best qualified to construct, own and operate the unsponsored project. If only one Qualified Transmission Project

Sponsor expresses interest, the ISO shall designate it as the Qualified Transmission Project Sponsor. If more than one Qualified Transmission Project Sponsor expresses interest, the Planning Advisory Committee member shall select the Qualified Transmission Project Sponsor. In either case, the designated Qualified Transmission Project Sponsor shall thereafter comply with the requirements of this Attachment K and the ISO Tariff with respect to the project. If no Qualified Transmission Project Sponsor expresses interest, the unsponsored project may not be submitted as a Phase One Proposal.

(b) Use and Control of Right of Way

Neither the submission of a project by a Qualified Transmission Project Sponsor nor the selection by the ISO of a project submitted by a Qualified Transmission Project Sponsor for inclusion in the RSP Project List shall alter a PTO's use and control of an existing right of way, the retention, modification, or transfer of which remain subject to the relevant law or regulation, including property or contractual rights, that granted the right-of-way. Nothing in the processes described in this Attachment K requires a PTO to relinquish any of its rights-of-way in order to permit a Qualified Transmission Project Sponsor to develop, construct or own a project.

(c) Information Required for Phase One Proposals; Study Deposit; Timing

Phase One Proposals shall provide the following information:

(i) a detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;

(ii) a detailed explanation of the identified needs that are addressed, how the proposed solution addresses those identified needs, a description of those needs which have not been addressed, and a description of the impact of the Phase One Proposal on those needs which have not been addressed;

(iii) the proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;

(iv) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained; and

(v) the estimated installed costs of the proposed solution, including a high-level itemization of the components of the cost estimate and any cost containment or cost cap measures.

With each proposal, the submitting Qualified Transmission Project Sponsor must include payment of a $100,000 study deposit per submitted Phase One Proposal to support the cost of Phase One Proposal and Phase Two Solution study work by the ISO. The study deposit of $100,000 shall be applied towards the costs incurred by the ISO associated with the study of the Phase One Proposal and Phase Two Solution.

Phase One Proposals must be submitted by the deadline specified in the public posting by the ISO of the request for proposal described in Section 4.3(a) of this Attachment, which shall not be less than 60 days from the posting date of the request for proposal. The ISO may reject submittals which are insufficient or not adequately supported.

(d) LSP Coordination

Qualified Transmission Project Sponsors of Phase One Proposals shall also identify any LSP plans that require coordination with their Phase One Proposals.

(e) Review of Phase One Proposals by ISO

If any identified need is only solved by the Backstop Transmission Solution, the ISO shall proceed under Section 4.2 of this Attachment, rather than pursuant to the procedures set forth in the remainder of this Section 4.3.

If all of the identified needs are solved by more than one Phase One Proposal, the ISO shall perform a review of each proposal to determine whether the proposed solution:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 4.3(c) of this Attachment;

(ii) satisfies one or more of the needs as identified in Section 4.3(c)(ii);

(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and

(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities, or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

(f) Proposal Deficiencies; Further Information

If the ISO identifies any minor deficiencies in meeting the requirements of Section 4.3(e) in the information provided in connection with a proposed Phase One Proposal, the ISO will notify the submitting Phase One Proposal Qualified Transmission Project Sponsor and provide an opportunity for the sponsor to cure the deficiencies within the timeframe specified by the ISO. Upon request, Qualified Transmission Project Sponsors of Phase One Proposals shall provide the ISO with additional information reasonably necessary for the ISO's evaluation of the proposed Phase One Proposals. This identification and notification will occur prior to the publication by the ISO of any Phase One Proposals. In providing information under this subsection (f), or in Phase Two Solutions, the Qualified Transmission Project Sponsor may not modify its project materially or submit a new project, but instead may clarify its Phase One Proposal. Phase Two Solutions reflecting a material modification to a Phase One Proposal or representing a new project will be rejected.

(g) Listing of Qualifying Phase One Proposals or Groups of Phase One Proposals

The ISO will provide the Planning Advisory Committee with, and post on the ISO's website, a listing of Phase One Proposals that meet the criteria of Section 4.3(e). The listing will contain Phase One Proposals, either individually or as a group, that solve all of the identified needs. A meeting of the Planning Advisory Committee will be held thereafter in order to solicit stakeholder input on the listing, and the listed proposals. The ISO with input from the Planning Advisory Committee may exclude Phase One Proposals, from the list, and from consideration in Phase Two Solutions, based on a determination that the Phase One Proposal is not competitive with other Phase One Proposals, that have been submitted in terms of cost, electrical performance, future system expandability, or feasibility. Information on Phase One Proposals containing CEII will be posted on the ISO's protected website consistent with Section 2.4(d) of this Attachment. The ISO may amend its listing based on stakeholder input. The ISO shall post on its website an explanation of why it has determined to exclude a Phase One Proposal from consideration in the Phase Two Solution process.

(h) Information Required for Phase Two Solutions; Identification and Reporting of Preliminary Preferred Phase Two Solution

Qualified Transmission Project Sponsors of Phase One Proposals reflected on the final listing developed pursuant to Section 4.3(g) of this Attachment shall provide the following information in their proposed Phase Two Solutions:

(i) updates of the information provided in Phase One Proposals, or a certification that the information remains current and correct;

(ii) list of required major Federal, State and local permits;

(iii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the Phase Two Solution and their respective durations, and possible constraints;

(iv) project schedule, with additional detail compared with Phase One Proposals, as specified by the ISO;

(v) detailed cost component itemization and life-cycle cost including any clarifications to cost containment or cost cap measures that were not included as part of the Phase One Proposal;

(vi) description of the financing being used;

(vii) design and equipment standards to be used;

(viii) description of the authority the Qualified Transmission Project Sponsor(s) has to acquire necessary rights of way;

(ix) experience of the Qualified Transmission Project Sponsor(s) in acquiring rights of way;

(x) status of acquisition of right, title, and interest in rights of way, substations, and other property or facilities, if any, that are necessary for the proposed Phase Two Solution;

(xi) detailed explanation of project feasibility and potential constraints and challenges;

(xii) description of the means by which the Qualified Transmission Project Sponsor(s) proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and

(xiii) detailed explanation of potential future expandability.

Phase Two Solutions must be submitted to the ISO by the deadline specified in the posting of the final listing (following stakeholder input) of Phase One Proposals described in Section 4.3(g). The deadline for submittal of Phase Two Solutions shall not be less than 60 days from the posting date of the final listing. The ISO may reject Phase Two Solution submittals which are insufficient or not adequately supported.

The ISO will identify the Phase Two Solution, individually or as a group, that offers the best combination of electrical performance, cost, future system expandability and feasibility to comprehensively address all of the needs in the required timeframe as the preliminary preferred Phase Two Solution in response to each request for proposal. The ISO will report the preliminary preferred Phase Two Solution, together with explanatory materials, to the Planning Advisory Committee and seek stakeholder input on the preliminary preferred Phase Two Solution.

The ISO will consider several factors during the evaluation process for identification of the preliminar~~il~~y preferred Phase Two Solution. These factors may include, but are not limited to, the following which are listed in no particular order:

- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Loss savings;
- Replacement of aging infrastructure;
- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- Qualified Transmission Project Sponsor(s) capabilities.

(i) Reimbursement of Phase Two Solution Costs; Collection and Refund of ISO Study Costs

Qualified Transmission Project Sponsors whose Phase One Proposals are listed pursuant to Section 4.3(g) for review as Phase Two Solutions shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff (and, as applicable, the TOA and NTDOA), all prudently incurred costs associated with developing a Phase Two Solution. PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs' existing facilities necessary to facilitate the development of a listed Phase One Proposal proposed by any other Qualified Transmission Project Sponsor.

Any difference between a Qualified Transmission Project Sponsor's study deposit and the actual cost of the Phase One Proposal and Phase Two Solution studies shall be paid by or refunded to the Qualified Transmission Project Sponsor, as appropriate, with interest calculated in accordance with Section 35.19a(a)(2) of the FERC regulations. Any refund payment shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any invoice to collect funds in addition to the deposit shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any disputes arising from the study process shall be addressed under the dispute resolution process specified in Section I.6 of the ISO Tariff.

(j) Selection of the Preferred Phase Two Solution

Following receipt of stakeholder input, the ISO will identify the preferred Phase Two Solution, individually or as a group, (with an overview of why the solution is preferred) by a posting on its website. The ISO's identification will select the project that offers the best combination of electrical performance, cost, future system expandability and feasibility to meet the need in the required timeframe. The ISO will also notify the Qualified Transmission Project Sponsor(s) that proposed the preferred Phase Two Solution that its project has been selected for development. The preferred Phase Two Solution may include an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases the ISO will notify the PTO that have upgrades required by the preferred Phase Two Solution to proceed in accordance with Schedule 3.09(a) of the Transmission Operating Agreement. Once the ISO has identified the preferred Phase Two Solution, any remaining Phase Two Solutions, along with the Backstop Transmission Solution, must stop all development. The ISO will include the project as a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade, as appropriate, in the RSP and/or its Project List, as it is updated from time to time in accordance with this Attachment. Where external impacts of regional projects are identified through coordination by the ISO with neighboring entities, those impacts will be identified in the RSP. Costs associated with such impacts will be addressed as set forth in Schedule 15.

(k) Execution of Selected Qualified Transmission Project Sponsor Agreement

Within 30 days of receiving notification pursuant to Section 4.3(j) of this Attachment, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Phase Two Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of receiving notification pursuant to Section 4.3(j) of this Attachment, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Phase Two Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

(l) Failure to Proceed

If the ISO finds, after consultation with a PTO Qualified Transmission Project Sponsor(s), that one or more of the Qualified Transmission Project Sponsors is failing to pursue approvals or construction in a reasonably diligent fashion, the ISO will notify all Qualified Transmission Project Sponsors that one or more of the Qualified Transmission Project Sponsors is failing to pursue approvals or construction in a reasonably diligent fashion. The Qualified Transmission Project Sponsor(s) that is failing to pursue approvals or construction in a reasonably diligent fashion will have 60 days from the ISO's notification to reassign a portion or all of the preferred Phase Two Solution to another Qualified Transmission Project Sponsor in accordance with Section 8 of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). In the event that such reassignment does not occur within 60 days, the ISO shall require the applicable PTO(s) to execute the Selected Qualified Transmission Project Sponsor Agreement and implement the Backstop Transmission Solution pursuant to Schedule 3.09(a) of the Transmission Operating Agreement. In such cases the ISO shall prepare a report explaining why it has reassigned the project. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the report shall be consistent with the provisions of Section 1.1(e) of Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. If prepared with respect to a Qualified Transmission Project Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or non-PTO Qualified Transmission Project Sponsor) with the Commission.

(m) Cancellation of a Request for Proposal

The ISO may cancel a request for proposal at any time. Such cancellation may be due to new or different assumptions which may change or eliminate the identified needs. Any costs associated with solution development shall be recovered pursuant to Sections 3.6(c), 4.3(a) and 4.3(i) of this Attachment.

4A. Public Policy Transmission Studies; Public Policy Transmission Upgrades

4A.1 NESCOE Requests for Public Policy Transmission Studies

No less often than every three years, by January 15 of that year, the ISO will post a notice indicating that members of the Planning Advisory Committee may, no later than 45 days after the posting of the notice: (i) provide NESCOE, via the process described below, with input regarding state and federal Public Policy Requirements identified as driving transmission needs relating to the New England Transmission System, and regarding particular transmission needs driven by those Public Policy Requirements, and (ii) provide the ISO with input regarding local (e.g., municipal and county) Public Policy Requirements identified as driving transmission needs relating to the New England Transmission System, and regarding particular transmission needs driven by those Public Policy Requirements. A meeting of the Planning Advisory Committee may be held for this purpose. Members of the Planning Advisory Committee shall direct all such input related to state, federal, and local Public Policy Requirements that drive transmission needs to the ISO and the ISO will post such input on the ISO's website. By no later than May 1 of that year, NESCOE may submit to the ISO in writing a request for a new Public Policy Transmission Study, or an update of a previously conducted study. The request will identify the Public Policy Requirements identified as driving transmission needs relating to the New England Transmission System, and may identify particular NESCOE-identified public policy-related transmission needs as well. Along with any such request, NESCOE will provide the ISO with a written explanation of which transmission needs driven by state or federal Public Policy Requirements the ISO will evaluate for potential solutions in the regional planning process, including why other suggested transmission needs will not be evaluated. The ISO will post the NESCOE request and explanation on the ISO's website. If NESCOE does not provide that listing of identified transmission needs (which may consist of a NESCOE statement of its determination that no transmission needs are driven by state or federal Public Policy Requirements identified during the stakeholder process) and that explanation (which may consist of a NESCOE explanation of why no transmission needs are driven by state or federal Public Policy Requirements identified during the stakeholder process), the ISO will note on its website that a NESCOE listing and explanation have not been provided. In that circumstance, the ISO will determine subsequently (after opportunity for Planning Advisory Committee input), and post on its website an explanation of, which transmission needs driven by state or federal Public Policy Requirements the ISO will evaluate in the regional planning process, including why other suggested transmission needs will not be evaluated.

4A.1.1 Study of Federal Public Policy Requirements Not Identified by NESCOE; Local Public Policy Requirements

If a stakeholder believes that a federal Public Policy Requirement that may drive transmission needs relating to the New England Transmission System has not been appropriately addressed by NESCOE, it may file with the ISO, no later than 15 days after the posting of NESCOE's explanation as described in Section 4A.1 of this Attachment, a written request that explains the stakeholder's reasoning and that seeks reconsideration by the ISO of NESCOE's position regarding that requirement. The ISO will post the stakeholder's written request on the ISO's website. Where the ISO agrees with a stated stakeholder position, or on its own finding, the ISO may perform an evaluation under Sections 4A.2 through 4A.4 of this Attachment of a federal Public Policy Requirement not otherwise identified by NESCOE. The ISO will post on its website an explanation of those transmission needs driven by federal Public Policy Requirements not identified by NESCOE that will be evaluated for potential transmission solutions in the regional system planning process, and why other suggested transmission needs driven by federal Public Policy Requirements not identified by NESCOE will not be evaluated. In addition, the ISO will post on its website an explanation of those transmission needs driven by local Public Policy Requirements that will be evaluated for potential transmission solutions in the regional system planning process, and why other suggested transmission needs driven by local Public Policy Requirements will not be evaluated.

4A.2 Preparation for Conduct of Public Policy Transmission Studies; Stakeholder Input

Upon receipt of the NESCOE request, or as the result of the ISO's consideration of a federal or local Public Policy Requirement pursuant to Section 4A.1.1, the ISO will prepare and post on its website a proposed scope for the Public Policy Transmission Study, and associated parameters and assumptions (including resource assumptions), and provide the foregoing to the Planning Advisory Committee by no later than September 1 of the request year. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input for consideration by the ISO on the study's scope, parameters and assumptions.

4A.3 Public Policy Transmission Studies

(a) Conduct of Public Policy Transmission Studies; Stakeholder Input

With input from Planning Advisory Committee and potentially impacted PTOs, the ISO will perform the initial phase of the Public Policy Transmission Study to develop a rough estimate of the costs and benefits of high-level concepts that could meet transmission needs driven by Public Policy Requirements. The study's results will be posted on the ISO's website, and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input on the results of the initial phase of the study, and the scope, parameters and assumptions (including resource assumptions) for any follow-on phase of the study. The ISO may − as a follow-on phase of the Public Policy Transmission Study − perform more detailed analysis and engineering work on the high-level concepts.

(b) Treatment of Market Solutions in Public Policy Transmission Studies

The ISO shall reflect proposed market responses in the Public Policy Transmission Study. Market responses may include, but are not limited to, resources (e.g., demand-side projects and distributed generation), Merchant Transmission Facilities and Elective Transmission Upgrades.

In performing Public Policy Transmission Studies, the ISO shall rely on certain resources to prevent the identification of transmission needs driven by Public Policy Requirements. Specifically, the ISO shall incorporate in the Public Policy Transmission Study information regarding future resources, with the exception of imports across external tie lines, 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, (iii) have a financially binding obligation pursuant to a contract, or (iv) have been forecast in the ISO's Forecast Report of Capacity, Energy, Loads and Transmission. The ISO shall also incorporate or update information regarding all existing resources, with the exception of imports across external tie lines, in Public Policy Transmission Studies. Imports across future or existing external tie lines will not be relied upon unless such imports (i) have a Capacity Supply Obligation corresponding to the year of study, (ii) have been selected in, and are contractually bound by, a state-sponsored request for proposals, (iii) have a financially binding obligation pursuant to a contract, or (iv) may be represented by a minimum flow based on HQ Interconnection Capability Credits. The ISO will model out-of-service all submitted Retirement De-List Bids, submitted Permanent De-List Bids, and demand bids that have cleared in a substitution auction, and may model out-of-service rejected-for-reliability Static De-List Bids and rejected-for-reliability Dynamic De-List Bids from the most recent Forward Capacity Auction. With respect to having been selected in, and being contractually bound by a state-sponsored request for proposals, or having a financially binding obligation pursuant to a contract, demonstration of such contracts is accomplished through submittal for ISO review of an order or other similar authorization from the appropriate state regulatory agency, along with a copy of the contract, that together demonstrate the contractual requirements. These documents may be submitted by: the Project Sponsor; the state regulatory agency authorizing the contract; a transmission company that is a counterparty to the contract; or by a third-party organization representing the interests of the New England states regarding energy related issues, such as NESCOE. The ISO shall incorporate information regarding a proposed Merchant Transmission Facility or Elective Transmission Upgrade in a Public Policy Transmission Study 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, with the exception of Elective Transmission Upgrades that are proposed in conjunction with the interconnection of a resource, which shall be considered at the same time as the proposed resource is considered in the Public Policy Transmission Study.

4A.4 Response to Public Policy Transmission Studies

The results of the Public Policy Transmission Study will be provided to the Planning Advisory Committee and posted on the ISO's website, and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input for the ISO on those results, including any updates from the states on any methods by which they are satisfying their respective Public Policy Requirements included in the Public Policy Transmission Study. The ISO's costs of performing the Public Policy Transmission Study described in Section 4A.3 will be collected by the ISO pursuant to Schedule 1 of Section IV.A of the Tariff. Any prudently incurred PTO costs for assistance requested by the ISO to support the Public Policy Transmission Study will be recovered by the applicable PTO(s) in accordance with Attachment F and Schedule 21 of the Tariff.

The ISO will evaluate the input from the Planning Advisory Committee and provide the results of the Public Policy Transmission Study to Qualified Transmission Project Sponsors for their use in preparing Stage One Proposals to develop, build and operate one or more projects consistent with the general design requirements identified by the ISO in the study.

4A.5 Use and Control of Right of Way

Neither the submission of a project by a Qualified Transmission Project Sponsor nor the selection by the ISO of a project submitted by a Qualified Transmission Project Sponsor for inclusion in the RSP Project List shall alter a PTO's use and control of an existing right of way, the retention, modification, or transfer of which remain subject to the relevant law or regulation, including property or contractual rights, that granted the right-of-way. Nothing in the processes described in this Attachment K requires a PTO to relinquish any of its rights-of-way in order to permit a Qualified Transmission Project Sponsor to develop, construct or own a project.

4A.6 Stage One Proposals

(a) Information Required for Stage One Proposals

The ISO will publicly post on its website a request for proposal inviting, for each high-level general project concept identified by the ISO pursuant to Section 4A.3(a) above, Qualified Transmission Project Sponsors to submit (by the deadline specified in the request for proposal, which shall be not less than 60 days from the date of posting the request for proposal) an individual or joint Stage One Proposal. In the case where a joint Stage One Proposal is submitted, all parties must be Qualified Transmission Project Sponsors. The following information must be provided as part of the Stage one Proposal:

(i) a detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;

(ii) a detailed explanation of how the proposed solution addresses the identified need;

(iii) the proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;

(iv) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained; and

(v) the estimated installed costs of the proposed solution, including a high-level itemization of the components of the cost estimate, and any cost containment or cost cap measures.

A Qualified Transmission Project Sponsor may submit a proposed solution that includes an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the Qualified Transmission Project Sponsor's proposed solution relating to the upgrade(s) of an existing transmission system element(s) must provide all data available to the Qualified Transmission Project Sponsor as part of its response to the request for proposal. The Qualified Transmission Project Sponsor is not required to procure agreements with the PTO for implementation of such upgrades as the PTO is required to implement the upgrade(s) in accordance with Schedule 3.09(a) of the Transmission Operating Agreement if the proposed solution is selected through the competitive process.

A member of the Planning Advisory Committee that is not a Qualified Transmission Project Sponsor but would like the ISO to consider a Stage One Proposal reflecting its concept for a project in response to a request for proposal (that is, a project that is "unsponsored") must identify a Qualified Transmission Project Sponsor willing to submit a corresponding Stage One Proposal and Stage Two Solution (and to develop and construct the project, if selected in the competitive solution process) in order for the unsponsored project to be submitted in response to an ISO solicitation in Stage One Proposal. Upon request of the pertinent Planning Advisory Committee member for assistance in identifying a sponsor, the ISO shall post on its website and distribute to the Planning Advisory Committee a notice that solicits expressions of interest by Qualified Transmission Project Sponsors for sponsorship of the member's conceptual project. All expressions of interest shall include a detailed explanation of why the Qualified Transmission Project Sponsor is best qualified to construct, own and operate the unsponsored project. If only one Qualified Transmission Project Sponsor expresses interest, the ISO shall designate it as the Qualified Transmission Project Sponsor. If more than one Qualified Transmission Project Sponsor expresses interest, the Planning Advisory Committee member shall select the Qualified Transmission Project Sponsor. In either case, the designated Qualified Transmission Project Sponsor shall thereafter comply with the requirements of this Attachment K and the ISO Tariff with respect to the project. If no Qualified Transmission Project Sponsor expresses interest, the unsponsored project may not be submitted as a Stage One Proposal.

With each proposal, the submitting Qualified Transmission Project Sponsor must include payment of a $100,000 study deposit per submitted project to support the cost of Stage One Proposal and Stage Two Solution study work by the ISO. The study deposit of $100,000 shall be applied towards the costs incurred by the ISO associated with the study of the Stage One Proposal and Stage Two Solution.

(b) LSP Coordination

Qualified Transmission Project Sponsors of Stage One Proposals shall also identify any LSP plans that require coordination with their Stage One Proposals.

(c) Review of Stage One Proposals by ISO

Upon receipt of Stage One Proposals, the ISO shall perform a review of each proposal to determine whether the proposed solution:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 4A.6(a);

(ii) satisfies the needs driven by Public Policy Requirements identified in the request for proposal, as reflected in the Public Policy Transmission Study;

(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and;

(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

(d) Proposal Deficiencies; Further Information

If the ISO identifies any deficiencies (compared with the requirements of Section 4A.6(a)) in the information provided in connection with a proposed Stage One Proposal, the ISO will notify the Stage One Proposal Qualified Transmission Project Sponsor and provide an opportunity for the Qualified Transmission Project Sponsor to cure the deficiencies within the timeframe specified by the ISO. Upon request, Qualified Transmission Project Sponsors of Stage One Proposals shall provide the ISO with additional information reasonably necessary for the ISO's evaluation of the proposed solutions. This identification and notification will occur prior to the publication by the ISO of any Stage One Proposals. In providing information under this subsection (d), or in Stage Two Solutions, the Qualified Transmission Project Sponsor may not modify its project materially or submit a new project, but instead may clarify its project. Stage Two Solutions reflecting a material modification to a Stage One Proposal or representing a new project will be rejected.

(e) List of Qualifying Stage One Proposals

The ISO will provide the Planning Advisory Committee with, and post on the ISO's website, a list of Stage One Proposals that meet the criteria of Section 4A.6(c). A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input for the ISO on that list. The ISO shall also indicate whether any of the Stage One Proposals may also satisfy identified reliability needs of the system. The ISO with input from the Planning Advisory Committee may exclude Stage One Proposals from the list, and from consideration in Stage Two Solutions, based on a determination that the Stage One Proposal is not competitive with other Stage One Proposals that have been submitted in terms of cost, electrical performance, future system expandability, or feasibility. Information on Stage One Proposals containing CEII will be posted on the ISO’s protected website consistent with Section 2.4(d) of this Attachment. The ISO may amend its listing based on stakeholder input.

4A.7 Reimbursement of Stage One Proposal and Stage Two Solution Costs; Collection and Refund of ISO Study Costs

Qualified Transmission Project Sponsors that are requested by NESCOE in writing or by one or more states' governors or regulatory authorities directly to submit a Stage One Proposal shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff and the TOA, their prudently incurred costs from the Regional Network Load of the states identified by NESCOE in the written communication as having made the request or from the Regional Network Load of the states that made the request directly. Stage One Proposal costs shall otherwise not be subject to recovery under the ISO Tariff.

Qualified Transmission Project Sponsors whose projects are listed by the ISO pursuant to Section 4A.6(e) shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff and, as applicable, the TOA and NTDOA, all prudently incurred costs associated with developing a Stage Two Solution. PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs’ existing facilities necessary to facilitate the development of a listed Stage Two Solution proposed by any other Qualified Transmission Project Sponsor.

Any difference between a Qualified Transmission Project Sponsor’s study deposit and the actual cost of the Stage One Proposal and Stage Two Solutions studies shall be paid by or refunded to the Qualified Transmission Project Sponsor, as appropriate, with interest calculated in accordance with Section 35.19a(a)(2) of the FERC regulations. Any refund payment shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any invoice to collect funds in addition to the deposit shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any disputes arising from the study process shall be addressed under the dispute resolution process specified in Section I.6 of the Tariff.

4A.8 Information Required for Stage Two Solutions; Identification and Reporting of Preliminary Preferred Stage Two Solution

Qualified Transmission Project Sponsors of Stage One Proposals listed pursuant to Section 4A.6(e) of this Attachment shall provide the following information in their proposed Stage Two Solutions:

(i) updates of the information provided in Stage One Proposals, or a certification that the information remains current and correct;

(ii) list of required major Federal, State and local permits;

(iii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the Stage Two Solution and their respective durations, and possible constraints;

(iv) project schedule, with additional detail compared with Stage One Proposals, as specified by the ISO;

(v) detailed cost component itemization and life-cycle cost including any clarifications to cost containment or cost cap measures that were not included as part of the Stage One Proposal;

(vi) description of the financing being used;

(vii) design and equipment standards to be used;

(viii) description of the authority the Qualified Transmission Project Sponsor(s) has to acquire necessary rights of way;

(ix) experience of the Qualified Transmission Project Sponsor(s) in acquiring rights of way;

(x) status of acquisition of right, title, and interest in rights of way, substations, and other property or facilities, if any, that are necessary for the proposed Stage Two Solution;

(xi) detailed explanation of project feasibility and potential constraints and challenges;

(xii) description of the means by which the Qualified Transmission Project Sponsor(s) proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and

(xiii) detailed explanation of potential future expandability.

Stage Two Solutions must be submitted to the ISO by the deadline specified in the posting of the final listing (following stakeholder input) of Stage One Proposals described in Section 4A.6(e). The deadline for submittal of Stage Two Solutions shall not be less than 60 days from the posting date of the final listing. The ISO may reject Stage Two Solution submittals which are insufficient or not adequately supported.

The ISO will consider several factors during the evaluation process for identification of the preliminar~~il~~y preferred Stage Two Solution. These factors may include, but are not limited to, the following which are listed in no particular order:

- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;

- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Loss savings;
- Replacement of aging infrastructure;
- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- Qualified Transmission Project Sponsor(s) capabilities

The ISO will report the preliminary preferred Stage Two Solution(s), along with its views as to whether the preliminary preferred solution(s) also satisfies identified reliability needs of the system, to the Planning Advisory Committee and seek stakeholder input on the preliminary preferred Stage Two Solution(s).

4A.9 Inclusion of Public Policy Transmission Upgrades in the Regional System Plan and RSP Project List; Milestone Schedules; Removal from RSP Project List

(a) Inclusion of Public Policy Transmission Upgrades in the Regional System Plan and RSP Project List

Following receipt of stakeholder input, the ISO will identify the preferred Stage Two Solution (with an overview of why the solution is preferred) by a posting on its website. The ISO's identification will select the Stage Two Solution that best addresses the identified Public Policy Requirement while utilizing the best combination of electrical performance, cost, future system expandability and feasibility to meet the need in the required timeframe. The ISO will also notify the Qualified Transmission Project Sponsor that proposed the preferred Stage Two Solution that its project has been selected for development, and include the project as a Public Policy Transmission Upgrade in the Regional System Plan and RSP Project List, as it is updated from time to time in accordance with this Attachment. The preferred Stage Two Solution may include an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases the ISO will notify the PTO that have upgrades required by the preferred Stage Two Solution to proceed in accordance with Schedule 3.09(a) of the Transmission Operating Agreement. Once the ISO has identified the preferred Stage Two Solution, any remaining Stage Two Solutions must stop all development. Where external impacts of regional Public Policy Transmission Upgrades are identified through coordination by the ISO with neighboring entities, those impacts will be identified in the RSP. Costs associated with such impacts will be addressed as set forth in Schedule 15.

(b) Execution of Selected Qualified Transmission Project Sponsor Agreement

Within 30 days of its receiving notification pursuant to Section 4A.9(a) of this Attachment, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Stage Two Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of receiving notification pursuant to Section 4A.9(a) of this Attachment, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Stage Two Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included each Selected Qualified Transmission Project Sponsor Agreement.

(c) Failure to Proceed

If the ISO finds, after consultation with a Qualified Transmission Project Sponsor, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Qualified Transmission Project Sponsors is unable to proceed with the project due to forces beyond its reasonable control, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report, including a proposed course of action. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report consistent with the provisions of Section 1.1(e) of Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. The proposed course of action may include, for example, a consideration and selection of another Stage Two Proposal relating to the pertinent Public

Policy Requirement, or the re-solicitation of Stage One Proposals to meet the pertinent Public Policy Requirement. If prepared with respect to a Qualified Transmission Project Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or a non-PTO Qualified Transmission Project Sponsor) with the Commission.

4A.10 Cancellation of a Request for Proposal

The ISO may cancel a request for proposal at any time. Such cancellation may be due to new or different assumptions which may change or eliminate the identified needs. Any costs associated with solutions development shall be recovered pursuant to Sections 3.6(c) and 4A.7 of this Attachment.

4A.11 Local Public Policy Transmission Upgrades

The costs of Local Public Policy Transmission Upgrade(s) that are required in connection with the construction of a Public Policy Transmission Upgrade approved for inclusion in the Regional System Plan in accordance with Section 4A.9 shall be allocated in accordance with Schedule 21 of the ISO OATT.

4B. Qualified Transmission Project Sponsors

4B.1 Evaluation of Applications

The ISO will evaluate applications submitted by an entity that seeks to qualify as a sponsor of a proposed Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, ~~or~~ Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade.

4B.2 Information To Be Submitted

The application to be submitted to the ISO by an entity desiring to be a Qualified Transmission Project Sponsor will include the following information:

(i) the current and expected capabilities of the applicant to finance and construct a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, ~~or~~ Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade, and operate and maintain it for the life of the project;

(ii) the financial resources of the applicant;

(iii) the technical and engineering qualifications and experience of the applicant;

(iv) if applicable, the previous record of the applicant regarding construction and maintenance of transmission facilities;

(v) demonstrated capability of the applicant to adhere to construction, maintenance and operating Good Utility Practices, including the capability to respond to outages;

(vi) the ability of the applicant to comply with all applicable reliability standards; and

(vii) demonstrated ability of the applicant to meet development and completion schedules.

4B.3 Review of Qualifications

The ISO shall review each application for completeness. The ISO will notify each applicant within 30 calendar days of receipt of such application whether the application is complete, or identify any deficiencies in provision of the information required by Section 4B.2 of this Attachment. An applicant notified of deficiencies must provide any remedial information within 30 calendar days of the receipt of such notice. Thereafter, the ISO will determine whether the applicant is physically, technically, legally, and financially capable of constructing a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, ~~or~~ Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade in a timely and competent manner, and operating and maintaining the facilities consistent with Good Utility Practice and applicable reliability criteria for the life of the project, and use its best efforts to inform the applicant within 90 days from the date on which it has a completed application on file with the ISO whether it has met all of these criteria. A PTO determined by the ISO to meet all of these criteria will be deemed a Qualified Transmission Project Sponsor. A non-PTO entity determined by the ISO to meet all of these criteria will, upon its execution of the Non-incumbent Transmission Developer Operating Agreement (in the form specified in Attachment O of the OATT) and the Market Participant Service Agreement, be deemed a Qualified Transmission Project Sponsor.

4B.4 List of Qualified Transmission Project Sponsors

Qualified Transmission Project Sponsors are listed in Appendix 3 of this Attachment K.

4B.5 Annual Certification

Each Qualified Transmission Project Sponsor shall submit to the ISO annually a certification that the information initially submitted in response to Section 4B.2 of this Attachment K has not changed adversely in a material fashion, or (if a material adverse change has occurred in the intervening year) submit instead a new application for qualification as a project sponsor. In the latter case, the entity shall not be a Qualified Transmission Project Sponsor unless and until the ISO approves its new application.

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 perform a Needs Assessment, Solutions Study, or any other study performed under this Attachment K.

6. Regional, Local and Interregional 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 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 Interregional Coordination

The regional system planning process shall be conducted and the RSP shall be developed in coordination with the similar plans of the surrounding ISOs/RTOs and Control Areas pursuant to the Northeastern Planning Protocol and other agreements with neighboring systems (including entities that are not Parties to the Northeastern Planning Protocol) and NPCC.

(a) **Interregional Coordination and Cost Allocation Among ISO, New York Independent System Operator, Inc. ("NYISO") and PJM Interconnection, L.L.C. ("PJM") Under Order No. 1000**

Pursuant to Section 7 of the Northeastern Planning Protocol (which is posted on the web at www.iso-ne.com/static-assets/documents/2015/07/northeastern_protocol_dmeast.doc, the Joint ISO/RTO Planning Committee ("JIPC") reviews regional needs and solutions identified in the regional planning processes of the ISO, NYISO and PJM in order to identify, with input from the Interregional Planning Stakeholder Advisory Committee ("IPSAC"), the potential for Interregional Transmission Projects that could meet regional needs more efficiently or cost-effectively than regional transmission projects. All members of the Planning Advisory Committee shall be considered IPSAC members. The JIPC will coordinate studies deemed necessary to allow the effective consideration by the regions, in the same general timeframe, of a proposed Interregional Transmission Project in comparison to regional transmission solutions. Any stakeholder may propose in the New England planning process, for evaluation under Section 4.2, 4.3, or 4A (as applicable) of Attachment K, an Interregional Transmission Project (or project concept) that may be more efficient or cost-effective than a regional transmission solution. If a proposed Interregional Transmission Project is approved in each region in which the project is located, the corresponding New England regional transmission project(s) will be displaced in the circumstances described in Section 3.6(a) of this Attachment, and the costs of the Interregional Transmission Project will be allocated among the regions based on the formula provided in Schedule 15 of this OATT, or in accordance with another funding arrangement filed with and accepted by the Commission. The amount of the costs of an Interregional Transmission Project allocated as the responsibility of New England pursuant to the methodology referenced in Section 6.3(a) of this Attachment shall be allocated within New England as specified in Schedule 15 of the ISO OATT.

(b) Other Interregional Assessments and Other Interregional Transmission Projects

Interregional system assessments and/or interregional system expansion planning studies may be performed periodically by the ISO with Planning Authorities who are not parties to the Northeastern Planning Protocol, or with the JIPC pursuant to Section 6 of the Northeastern Planning Protocol, or both. The ISO shall convene periodic meetings of the Planning Advisory Committee (which may be combined with meetings of the IPSAC), to provide input and feedback to the ISO concerning such assessments and studies. To the extent that an Interregional Transmission Project is agreed to by ISO and by another region (not a Party to the Northeastern Planning Protocol) in which a portion of the project is located, the related cost allocation and operating agreements will be filed with the Commission (and, as applicable, with Canadian jurisdictional agencies) in accordance with existing filing rights.

7. Procedures for Development and Approval of the RSP

7.1 Initiation of RSP

No less often than once every three years, the ISO shall initiate an effort to develop its 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. The ISO shall issue the periodic planning reports that support the RSP, such as Needs Assessments, as those reports are completed.

7.2 Draft RSP; Public Meeting

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.

After the ISO has provided a draft of the RSP to the Planning Advisory Committee, 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 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 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 4.1(f) of this Attachment;

(v) Prioritization and substance of Stakeholder-Requested Scenarios to be conducted by the ISO in a given Economic Study cycle as specified in Section 17.2(d) of this Attachment; and

(vi) Prioritization of Economic Study scenario sensitivities to be performed in a given Economic Study cycle where the Planning Advisory Committee is not able to prioritize them as specified in Section 17.4 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.

14. Annual Assessment of Transmission Transfer Capability

Each year, the ISO shall issue 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. This report will be posted on the ISO website.

Each annual assessment will model out-of-service resources associated with the following bids, if the ISO determines the removal of the resource is likely to have an impact on the transmission transfer limits for the relevant period: Retirement De-List Bids, Permanent De-List Bids, demand bids submitted for the upcoming substitution auction, and rejected for reliability Static De-List Bids and rejected for reliability Dynamic De-List Bids from the most recent Forward Capacity Auction.

15. Procedures for the Conduct of Cluster Enabling Transmission Upgrades Regional Planning Study

The purpose of this Section 15 is to support the conduct of Interconnection Studies under the Interconnection Procedures set forth in Schedules 22, 23 and 25 of Section II of the Tariff. Other than Section 2 of this Attachment K regarding the responsibilities of the Planning Advisory Committee and this Section 15, none of the other provisions in this Attachment K apply to the conduct of the Cluster Enabling Transmission Upgrade Regional Planning Study or the results of the study.

15.1 Notice of Initiation of Cluster Enabling Transmission Upgrade Regional Planning Study in Support of Cluster Studies under the Interconnection Procedures.

Pursuant to Section 4.2.2 of Schedule 22, Section 1.5.3.2 of Schedule 23, and Section 4.2.2 of Schedule 25 of Section II of this Tariff, the ISO shall provide notice to the Planning Advisory Committee of the initiation of a cluster for studying certain Interconnection Requests. The cluster study process, known as Clustering, shall consist of two phases. This notice shall trigger the first phase of Clustering, during which the ISO shall conduct a Cluster Enabling Transmission Upgrade (“CETU”) Regional Planning Study (“CRPS”) (the cost of which will be recovered by the ISO pursuant to Schedule 1 of Section IV.A of the Tariff). In the second phase of Clustering, the ISO shall conduct Interconnection System Impact Studies and Interconnection Facilities Studies in clusters pursuant to Schedules 22, 23 and 25 of Section II of the Tariff.

15.2 Preparation for Conduct of CRPS; Stakeholder Input

The purpose of the CRPS shall be to identify the new transmission infrastructure and any associated system upgrades to enable the interconnection of potentially all of the resources proposed in the Interconnection Requests for which the conditions identified in Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff have been triggered. The ISO will prepare and post on its website, consistent with Section 2.4(d) of this Attachment K, a proposed scope of the CRPS and associated parameters and assumptions, and provide the foregoing to the Planning Advisory Committee. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input for consideration by the ISO on the CRPS's scope, parameters and assumptions, consistent with the responsibilities of the Planning Advisory Committee as set forth in Section 2.2 of this Attachment. As part of the CRPS's scope, the ISO will describe the circumstances that triggered the conditions in Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff. In addition, the ISO will identify: (i) the Interconnection Requests, to be referenced by Queue Position, that are expected to be eligible to participate in the Cluster Interconnection System Impact Study, and (ii) the preliminary transmission upgrade concepts proposed to be considered in the CRPS. The preliminary transmission upgrade concepts may account for previously conducted transmission reinforcement studies and previously identified concepts for transmission upgrades in the relevant electrical area, including Elective Transmission Upgrades with Interconnection Requests pending in the interconnection queue prior to the initiation of the CRPS.

A member of the Planning Advisory Committee or an Interconnection Customer may make a written submission to the ISO, requesting that Clustering be considered for specific Interconnection Requests in the ISO New England interconnection queue. In response to such a request, the ISO will either develop a notice of initiation of a cluster pursuant to Section 15.1 of this Attachment K, or identify, in writing, to the Planning Advisory Committee why the conditions in Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff have not been triggered.

15.3 Conduct of the CRPS

The CRPS will consist of analyses performed under the conditions used in the conduct of an Interconnection System Impact Study under the Interconnection Procedures. The CRPS will consist of steady state thermal analysis, voltage and transient stability analysis, and, as appropriate, other analysis, such as weak-grid-related analyses. The ISO will use Reasonable Efforts to complete the CRPS within twelve (12) months from the notice of the cluster initiation to the Planning Advisory Committee. If less than two (2) Interconnection Requests identified pursuant to Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff remain in the interconnection queue prior to the completion of the CRPS, the ISO will terminate the CRPS.

15.4 Publication of the CRPS

The ISO shall post a draft report of the CRPS to the Planning Advisory Committee, consistent with Section 2.4(d) of this Attachment K, and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to discuss the results of the CRPS. A comment period will follow the Planning Advisory Committee meeting. The ISO will post on its website any comments received and the ISO's responses to those comments.

The CRPS report will provide:

(i) a planning level description of the CETU(s) and a non-binding good faith order-of-magnitude estimate, developed by the applicable Transmission Owner(s), of the costs for the CETU(s);

(ii) a list of other facilities that may be needed in addition to the CETU(s) and a non-binding good faith order-of-magnitude estimate, developed by the applicable Transmission Owner(s), of the costs for those facilities (the CRPS will not provide descriptions of expected Interconnection Facilities for specific Interconnection Requests in the cases where the Interconnection Facilities cannot be finalized until the actual Interconnection Requests that will be moving forward in the cluster are known);

(iii) the approximate megawatt quantity (or quantities if more than one level of megawatt injection was studied in the CRPS) of resources that could be interconnected in a manner that meets the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard in accordance with Schedules 22, 23 and 25 of Section II of the Tariff; and,

(iv) a list of the Interconnection Requests, to be referenced by Queue Position, that at the sole discretion of the ISO are identified as eligible to participate in the Cluster Interconnection System Impact Study that will be conducted by the ISO in accordance with Section 4.2.3 of Schedule 22, Section 1.5.3.3 of Schedule 23, and Section 4.2.3 of Schedule 25 of Section II of the Tariff. The list shall include the expected cost allocation for the eligible

Interconnection Requests, calculated in accordance with Schedule 11 of Section II of the Tariff.

The non-binding good faith order-of-magnitude estimates under Section 15.4(i)-(ii) of this Attachment will be developed by the applicable Transmission Owner(s), and the costs of developing such estimates shall be recovered as specified in Sections 3.3.1, 6.1 and 7.2 of Schedule 22, Section 3.3.1, 3.4.2, and Attachment 1 of Schedule 23, and Section 3.3.1, 6.1 and 7.2 of Schedule 25.

The posting, consistent with Section 2.4 (d) of this Attachment K, of the final CRPS report on the ISO website will trigger the Cluster Interconnection System Impact Study Entry Deadline specified in Section 4.2.3.1 of Schedule 22, Section 1.5.3.3.1 of Schedule 23, and Section 4.2.3.1 of Schedule 25 of Section II of the Tariff. The Cluster Interconnection System Impact Study Entry Deadline shall be 30 days from the posting of the final CRPS report.

Notwithstanding any other provision in this Section 15, the final Maine Resource Integration Study shall be the first CRPS and will form the basis for the first Cluster Interconnection System Impact Study to be conducted in accordance with Section 4.2.3 of Schedule 22, Section 1.5.3.3 of Schedule 23, and Section 4.2.3 of Schedule 25 of Section II of the Tariff.

16. Procedures for the Conduct of Longer-Term Transmission Studies and Evaluation of Longer-Term Transmission Upgrades

This Section 16 sets forth the procedures for the ISO's conduct of Longer-Term Transmission Studies and evaluation of Longer-Term Transmission Upgrades. ~~Other than Section 2, regarding the responsibilities of the Planning Advisory Committee, Section 5, regarding the supply of information, and this Section 16 of this Attachment K, none of the other provisions in this Attachment K apply to the conduct of the Longer-Term Transmission Studies.~~ These procedures supplement, and are not intended to replace, other study processes provided in this Attachment K. The costs incurred by the ISO in consulting or providing technical support, performing the Longer-Term Transmission Study and any follow-on study, and conducting the solicitation process for Longer-Term Transmission Upgrades (excluding any costs incurred by the ISO associated with the evaluation of Longer-Term Proposals) shall be recovered pursuant to Schedule 1 of Section IV.A of the Tariff.

16.1 Request for Longer-Term Transmission Studies

The ISO, at its sole discretion, may collaborate with and provide technical support to NESCOE or the New England states in connection with the states' procurements, and efforts to secure federal funding for transmission investments. In addition, NESCOE may submit a written request for the ISO to conduct a Longer-Term Transmission Study to identify high-level concepts of transmission infrastructure and, if requested, high-level cost estimates that could meet State-identified Requirements specified in the request based on state-identified scenarios and timeframes, which may extend beyond the five-to-ten year planning horizon. A request for a Longer-Term Transmission Study may be submitted to the ISO no earlier than six months from conclusion of the prior cycle, which includes Longer-Term Transmission Studies, follow-on studies, and any associated competitive solicitation~~study~~. The Longer-Term Transmission Study request shall identify the State-identified Requirements that serve as the basis of the request; the proposed objectives of the study; and the scenarios and timeframe(s) proposed for use in the study.

16.2 Preparation for Conduct of the Longer-Term Transmission Studies; Stakeholder Input

Upon receipt of a request for a Longer-Term Transmission Study from NESCOE, the ISO will post the request on the ISO's website. A meeting of the Planning Advisory Committee will be held promptly thereafter for NESCOE to present the Longer-Term Transmission Study request. NESCOE will then provide the ISO written confirmation of the specific scenarios to be analyzed in the study, together with the specific information to facilitate the conduct of the study, including, but not limited to: assumptions, types and location of new resource development, location of new loads and load serving stations, and injection points or geographic zones. The ISO will then develop a scope of work that may be performed, and post on the ISO's website the Longer-Term Transmission Study's proposed scope of work, associated parameters, and assumptions. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input on the study's scope, parameters, and assumptions. Members of the Planning Advisory Committee shall direct all such input related to the Longer-Term Transmission Study's scope, parameters, and assumptions to the ISO for consideration by the ISO and NESCOE, as applicable. Depending on the scope and objectives of a Longer-Term Transmission Study request, the ISO may request information to support consideration of new loads in the study. The ISO will provide the final scope of work for the Longer-Term Transmission Study to NESCOE for confirmation, and once written confirmation is received, will post the final scope of work on the ISO's website.

16.3 Conduct of the Longer-Term Transmission Study; Follow-on Studies; Stakeholder Input

The ISO, in consultation with NESCOE, will perform the Longer-Term Transmission Study, supplemented by third-party consultants as necessary. The ISO may ask Participating Transmission Owners or Planning Advisory Committee members with special expertise to provide technical support or assist in the performance of the study. The study will consist of transmission system analysis to be performed under the conditions specified in the confirmed scope of work. If the ISO identifies a need to deviate from the final scope of work, the ISO will consult with NESCOE prior to incorporating the change. Once NESCOE provides written confirmation, the ISO will notify the Planning Advisory Committee of any changes. The study will assess the ability of the PTF to meet applicable planning criteria under the provided conditions.

~~The costs of the performance of the Longer-Term Transmission Study will be recovered pursuant to Schedule 1 of Section IV.A of the Tariff.~~

The ISO will post on the ISO's website the results of the Longer-Term Transmission Study. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input on the study results. Members of the Planning Advisory Committee shall direct all such input related to the Longer-Term Transmission Study results to the ISO for consideration by the ISO and NESCOE, as applicable.

The ISO, in consultation with NESCOE, will prepare a Longer-Term Transmission Study report and post it on the ISO's website. The report will identify the overview of transmission system limitations and the high-level concepts of transmission infrastructure and, if requested, associated cost estimates, required to solve the longer-term issues identified in the study based on the state-identified scenarios and timeframe. Members of the Planning Advisory Committee shall direct all such input related to the Longer-Term Transmission Study report to the ISO for consideration by the ISO and NESCOE, as applicable.

NESCOE may submit a written request for the ISO to perform follow-on studies based on the results of the Longer-Term Transmission Study. In its request, NESCOE will provide the ISO specific scenarios to be analyzed in the follow-on study, together with specific information to facilitate the conduct of the study, including, but not limited to scope, parameters and assumptions. Upon receipt of the request for a follow-on study, the ISO will post the request for a follow-on study on the ISO's website and a meeting of the Planning Advisory Committee will be held promptly thereafter for NESCOE to present the follow-on study request. NESCOE will then provide the ISO written confirmation of the specific scenarios to be analyzed in the follow-on study, together with the specific information to facilitate the conduct of the study, including, but not limited to scope, parameters and assumptions. The ISO will then develop a scope of work that may be performed and post on the ISO's website the follow-on study's proposed scope of work, associated parameters, and assumptions. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input on the study's scope, parameters, and assumptions. Members of the Planning Advisory Committee shall direct all such input related to the follow-on study's scope, parameters, and assumptions to the ISO for consideration by the ISO and NESCOE, as applicable. The ISO will provide the final scope of work for the follow-on study to NESCOE for confirmation, and once written confirmation is received, will post the final scope of work on the ISO's website and proceed with performing the follow-on study.

The results of the follow-on study will be posted on the ISO's website and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input on the results. Such input shall be directed to the ISO for consideration by NESCOE and the ISO, as applicable. The ISO will prepare a follow-on study report, as needed, and post it on the ISO's website.

16.4 Competitive Solution Process for Longer-Term Transmission Upgrades

(a) Identification of Longer-Term Needs; Request for Proposal Determination

At the request of NESCOE, the ISO will consult with and provide technical support to NESCOE on possible longer-term needs that may be addressed through one or more request for proposal(s) in connection with a Longer-Term Transmission Study or a follow-on study. During this consultation, the ISO, at its sole discretion, may also identify for NESCOE's consideration known non-time-sensitive reliability or market efficiency needs that could be combined with longer-term needs in a request for proposal(s). NESCOE determines which potential needs will be included in a request for proposal(s) and whether to move forward with such a request(s). If the ISO receives from NESCOE a written list identifying the specific needs that NESCOE may be interested in including in one or more potential request for proposal(s), the ISO will post the list on the ISO's website. A meeting of the Planning Advisory Committee will be held promptly thereafter for

NESCOE to present the needs. Members of the Planning Advisory Committee shall direct all comments related to the NESCOE-identified needs to the ISO for consideration by NESCOE.

Any time following NESCOE's receipt and consideration of Planning Advisory Committee input but prior to NESCOE submitting a request to initiate a subsequent Longer-Term Transmission Study, NESCOE may submit a written request for the ISO to publicly issue, via a posting on the ISO's website, a request for proposal(s) inviting Qualified Transmission Project Sponsors to submit proposals offering a comprehensive solution that addresses the needs specified in NESCOE's request for the ISO to initiate a request for proposal(s).

Notwithstanding any other provision to the contrary, if a non-time-sensitive reliability or market efficiency need that the ISO identified for NESCOE's consideration under this Section 16.4(a) is combined with longer-term needs included in a request for proposal(s), then the reliability or market efficiency need and the development of regulated transmission solutions for that need shall be subject to the procedures for longer-term transmission planning in Section 16. If any non-time-sensitive reliability or market efficiency needs are not included in the needs selected by NESCOE to be addressed in a request for proposal(s), then those non-time-sensitive reliability or market efficiency needs shall be addressed pursuant to Section 4.3 of this Attachment K. If the longer-term process is terminated pursuant to Section 16.6 of this Attachment K or corresponding Longer-Term Transmission Upgrade is removed from the RSP Project List pursuant to Section 3.6(c), then: (1) in the case of a market efficiency need, the ISO shall initiate the process under Section 4.3 of this Attachment K, and (2), in the case of a reliability need, notwithstanding any other provisions to the contrary, the ISO shall: (i) assess the reliability need and its time-sensitivity, as appropriate; (ii) determine whether a solution is needed to solve the reliability need in three years or less from the completion of the assessment in this Section 16.4(a); and (iii) initiate the applicable process pursuant to Sections 4.1-4.3 of this Attachment K.

(b) Issuance of Request for Proposal

The ISO will publicly post on its website a request for proposal(s) inviting Qualified Transmission Project Sponsors to submit (by the deadline specified in the request for proposal, which shall not be less than 60 days from the date of posting the request for proposal) a Longer-Term Proposal offering a comprehensive solution that addresses all the needs identified in the request. The request for proposal will indicate that a Qualified Transmission Project Sponsor may submit an individual or joint Longer-Term Proposal(s). In the case where a joint proposal is submitted, all parties must be Qualified Transmission Project Sponsors.

(c) **Use and Control of Right of Way**

Neither the submission of a project by a Qualified Transmission Project Sponsor nor the selection by the ISO of a project submitted by a Qualified Transmission Project Sponsor for inclusion in the RSP Project List shall alter a PTO's use and control of an existing right of way, the retention, modification, or transfer of which remain subject to the relevant law or regulation, including property or contractual rights, that granted the right-of-way. Nothing in the processes described in this Attachment K requires a PTO to relinquish any of its rights-of-way in order to permit a Qualified Transmission Project Sponsor to develop, construct or own a project.

(d) Information Required for Longer-Term Proposals; Study Deposit; Timing

The following information must be provided as part of the Longer-Term Proposal:

(i) detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;

(ii) detailed explanation of how the proposed solution addresses the identified need(s);

(iii) list of required major Federal, State and local permits

(iv) proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;

(v) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained;

(vi) description of the authority the Qualified Transmission Project Sponsor(s) has to acquire necessary rights of way;

(vii) experience of the Qualified Transmission Project Sponsor(s) in acquiring rights of way;

(viii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the proposed solution and their respective duration, and possible constraints;

(ix) detailed cost component itemization and life-cycle cost, including cost containment or cost cap measures;

(x) description of the financing being used;

(xi) design and equipment standards to be used;

(xii) detailed explanation of project feasibility and potential constraints and challenges;

(xiii) description of the means by which the Qualified Transmission Project Sponsor(s) proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and

(xiv) detailed explanation of potential future expandability.

A Qualified Transmission Project Sponsor may submit a proposed solution that includes an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the Qualified Transmission Project Sponsor's proposed solution relating to the upgrade(s) of an existing transmission system element(s) must provide all data available to the Qualified Transmission Project Sponsor as part of its response to the request for proposal. The Qualified Transmission Project Sponsor is not required to procure agreements with the PTO for implementation of such upgrades as the PTO is required to implement the upgrade(s) in accordance with Schedule 3.09(a) of the Transmission Operating Agreement if the proposed solution is selected through the competitive process.

With each proposal, the submitting Qualified Transmission Project Sponsor must include payment of a $100,000 study deposit per submitted Longer-Term Proposal to support the cost of Longer-Term Proposal evaluation by the ISO. The study deposit of $100,000 shall be applied toward the costs incurred by the ISO associated with the evaluation of the Longer-Term Proposal. Any difference between a Qualified Transmission Project Sponsor's study deposit and the actual cost of the evaluation of a Longer-Term Proposal shall be paid by or refunded to the Qualified Transmission Project Sponsor, as appropriate, with interest calculated in accordance with Section 35.19a(a)(2) of the FERC regulations. Any refund payment shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any invoice to collect funds in addition to the deposit shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any disputes arising from the study process shall be addressed under the dispute resolution process specified in Section I.6 of the ISO Tariff.

Longer-Term Proposals must be submitted by the deadline specified in the public posting by the ISO of the request for proposal. The ISO may reject submittals which are insufficient or not adequately supported.

(e) LSP Coordination

Qualified Transmission Project Sponsors of Longer-Term Proposals shall also identify any LSP plans that require coordination with their Longer-Term Proposals.

(f) Review of Longer-Term Proposals

Upon receipt of Longer-Term Proposals, the ISO shall perform a review of each proposal to determine whether the proposal:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 16.4(d);

(ii) satisfies the needs identified in the request for proposal;

(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and;

(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

For each Longer-Term Proposal that satisfies the criteria specified in this Section 16.4(f), the ISO shall also perform an independent capital cost estimate, using a consistent capital cost estimating methodology, to ensure consistency in its review of the Longer-Term Proposals and their cost estimates.

(g) Proposal Deficiencies; Further Information

If the ISO identifies any minor deficiencies (compared with the requirements of Section 16.4(d)) in the information provided in connection with a Longer-Term Proposal, the ISO will notify the Qualified Transmission Project Sponsor that submitted the Longer-Term Proposal and provide an opportunity for the Qualified Transmission Project Sponsor to cure the deficiencies within the timeframe specified by the ISO. Upon request, Qualified Transmission Project Sponsors of Longer-Term Proposals shall provide the ISO with additional information reasonably necessary for the ISO's evaluation of the proposed solutions. In providing information under this subsection (g), the Qualified Transmission Project Sponsor may not modify its project materially or submit a new project, but instead may clarify its Longer-Term Proposal.

(h) Identification and Reporting of Preliminary Preferred Longer-Term Transmission Solution; Stakeholder Input

The ISO will identify the Longer-Term Transmission Solution that offers the best combination of electrical performance, cost, future system expandability and feasibility to comprehensively address all of the needs in the timeframes specified in the request for proposal(s) as the preliminary preferred Longer-Term Transmission Solution in response to each request for proposal.

The ISO will consider several factors during the evaluation process for identification of the preliminary preferred Longer-Term Transmission Solution. These factors may include, but are not limited to, the following which are listed in no particular order:

- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;

- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- Qualified Transmission Project Sponsor(s) capabilities

The ISO will determine the financial benefits associated with Longer-Term Proposals that meet the needs identified in the request for proposal(s) and are competitive in terms of electrical performance, cost, future system expandability and feasibility. These financial benefits will consider factors that include, but are not limited to, the following which are listed in no particular order:

- Production cost and congestion savings;
- Avoided capital cost of local resources needed to serve demand;
- Avoided transmission investment;
- Reduction in losses; and
- Reduction in expected unserved energy

To be eligible for consideration as the preliminary preferred Longer-Term Transmission Solution, the Longer-Term Proposal must provide a benefit-to-cost ratio of greater than 1.0. Longer-Term Proposals with a benefit-to-cost ratio of 1.0 or less shall not be eligible for consideration as the preliminary preferred Longer-Term Transmission Solution. The benefit-to-cost ratio shall equal financial benefits divided by project costs. For the purpose of this calculation, financial benefits will be set equal to the present value of all financially quantifiable benefits provided by the project projected for the first 20 years of the project's life and project costs will be set equal to the present value of the annual revenue requirements projected for the first 20 years of the project's life.

The ISO will report the preliminary preferred Longer-Term Transmission Solution to the Planning Advisory Committee and seek input on the preliminary preferred Longer-Term Transmission Solution. Members of the Planning Advisory Committee may provide comments to the ISO on the preliminary preferred Longer-Term Transmission Solution.

(i) ISO Selection of Preferred Longer-Term Transmission Solution; NESCOE Response

Following receipt of stakeholder input, the ISO will identify the preferred Longer-Term Transmission Solution, together with an overview of why the solution is preferred, in a report and post that report on the ISO's website. The ISO will select the project that meets the conditions specified in Section 16.4(h) of this Attachment K. Within 30 days of the ISO's posting of the report identifying the preferred Longer-Term Transmission Solution, NESCOE may submit to the ISO a written communication: (a) requesting that the ISO terminate the process, or (b) requesting that the ISO continue the process, but specifying an alternative allocation for the recovery of the incremental costs to address longer-term needs beyond those necessary to address any reliability or economic needs included in the longer-term request for proposal(s). If the ISO does not receive a written communication requesting that the ISO terminate the process, the ISO will proceed in accordance with Section 16.5 of this Attachment K, which shall apply solely to Longer-Term Proposals that meet the greater than 1.0 benefit-to-cost ratio threshold. The ISO shall terminate the process if requested to do so in the written NESCOE communication pursuant to Section 16.6 of this Attachment.

(j) ISO Reporting Where No Longer-Term Proposal Meets the Greater than 1.0 Benefit-to-Cost Ratio Threshold; NESCOE Response

In the event that no Longer-Term Proposal meets the benefit-to-cost ratio threshold, the ISO will present its findings to the Planning Advisory Committee. In the absence of a Longer-Term Proposal that meets the benefit-to-cost ratio threshold, the ISO will not identify a preliminary preferred Longer-Term Transmission Solution, but will make a recommendation on a Longer-Term Proposal. Members of the Planning Advisory Committee may provide comments to the ISO on its findings, and the ISO will provide and post on its website responses to written comments. If, after considering stakeholder input, the ISO determines that no Longer-Term Proposal meets the benefit-to-cost ratio threshold, the ISO will cancel the request for proposal in accordance with Section 16.6 of this Attachment K after the 15th day from the posting of the ISO's responses on the website.

Notwithstanding any other provision of this Attachment K, the ISO will not cancel the request for proposal in accordance with Section 16.6 of this Attachment K if, by the 15th day from the posting of the ISO's responses on the website, the ISO receives a written communication from NESCOE: (a) accepting the ISO recommended Longer-Term Proposal, identifying the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of the OATT, and identifying the manner in which those excess costs shall be allocated among the states identified in the communication, or (b) identifying up to three Longer-Term Proposals for which NESCOE seeks further analysis. If the communication from NESCOE accepts the ISO-recommended Longer-Term Proposal, this proposal becomes the preferred Longer-Term Proposal and the ISO will proceed in accordance with Section 16.8 of this Attachment K, which shall apply solely to Longer-Term Proposals that do not meet the greater than 1.0 benefit-to-cost ratio threshold. If NESCOE identifies Longer-Term Proposals for further analysis, the ISO will perform further analysis of these proposals, present its findings to the Planning Advisory Committee for input, and post that input on its website. A Longer-Term Proposal is eligible for NESCOE's identification as a preferred Longer-Term Proposal if the ISO, at its sole discretion, has determined that it addresses all the needs in the timeframes specified in the request for proposal(s) and is viable. The ISO will cancel the request for proposal in accordance with Section 16.6 of this Attachment K after 15 days from posting the Planning Advisory Committee's input, unless the ISO receives a written communication from NESCOE identifying a preferred Longer-Term Proposal, the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of the OATT, and identifying the manner in which those excess costs shall be allocated among the states identified in the communication, in which case, the ISO will proceed in accordance with Section 16.8 of this Attachment K.

16.5 Where the Greater than 1.0 Benefit-to-Cost Ratio Threshold has Been Met: Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List; Milestone Schedule; Removal from RSP Project List

(a) Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List

If the ISO does not receive a written NESCOE communication requesting that the ISO terminate the process or providing an alternative cost allocation within the 30 day period specified in Section 16.4(i) of this Attachment, the ISO will notify the Qualified Transmission Project Sponsor that proposed the preferred Longer-Term Transmission Solution that its project has been selected for development, and include the project as a Longer-Term Transmission Upgrade in the Regional System Plan or RSP Project List, as it is updated from time to time in accordance with this Attachment. The preferred Longer-Term Transmission Solution may include an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the ISO will notify the PTO that has upgrades required by the preferred Longer-Term Transmission Solution to proceed in accordance with Schedule 3.09(a) of the TOA.

If the ISO receives a written NESCOE communication providing an alternative cost allocation pursuant to Section 16.4(i) of this Attachment, the ISO will notify the Qualified Transmission Project Sponsor that proposed the preferred Longer-Term Transmission Solution that its project has been selected for development and the PTO that has upgrades required by the preferred Longer-Term Transmission Solution, and provide them the written NESCOE communication reflecting the requested alternative cost allocation. In the case where the ISO notifies the PTO that has upgrades required by the preferred Longer-Term Transmission Solution to proceed in accordance with Schedule 3.09(a) of the TOA, any prudently incurred PTO costs associated with a filing to implement the cost allocation requested by NESCOE will be recovered by the applicable PTO in accordance with Attachment F of this OATT.

Within 30 days of the Commission's order addressing the alternative cost allocation, NESCOE will provide the ISO a communication specifying whether the process should proceed in accordance with Section 16.5(b) or terminate in accordance with Section 16.6 of this Attachment K. If the written NESCOE communication provides for the process to proceed, then the ISO will notify the Qualified Transmission Project Sponsor and PTO and include the project as a Longer-Term Transmission Upgrade in the Regional System Plan or RSP Project List, as it is updated from time to time in accordance with this Attachment. If the written NESCOE communication requests termination of the process, the ISO shall terminate the process pursuant to Section 16.6 of this Attachment.

Costs for the Longer-Term Transmission Upgrade included in the Regional System Plan or RSP Project List shall be allocated in accordance with Section 10 of Schedule 12 to this OATT.

(b) Execution of Selected Qualified Transmission Project Sponsor Agreement

If the ISO does not receive a written NESCOE communication requesting that the ISO terminate the process or providing an alternative cost allocation pursuant to Section 16.4(i) of this Attachment, within 30 days of receiving notification pursuant to Section 16.5(a) of this Attachment, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of receiving notification pursuant to Section 16.5(a) of this Attachment, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

If the ISO receives a written NESCOE communication providing an alternative cost allocation pursuant to Section 16.4(i) of this Attachment, within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

Qualified Transmission Project Sponsors whose projects are listed on the RSP Project List and have executed the Selected Qualified Transmission Project Sponsor Agreement shall be entitled to recover, pursuant to the rates and appropriate financial arrangements set forth in the Tariff and, as applicable, the TOA and NTDOA, all prudently incurred cost associated with developing the Longer-Term Transmission Upgrade subsequent to executing the Selected Qualified Transmission Project Sponsor Agreement.

PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs' existing facilities necessary to facilitate the development of a Longer-Term Transmission Solution proposed by any other Qualified Transmission Project Sponsor.

Notwithstanding the foregoing, a PTO is not precluded from recovering, pursuant to the applicable rates and appropriate financial arrangements set forth in the Tariff and the TOA, all prudently incurred costs associated with meeting its obligations to plan and maintain its Transmission Facilities as defined in Section 2.01 of the TOA.

(c) Failure to Proceed

If the ISO finds, after consultation with a Qualified Transmission Project Sponsor, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Qualified Transmission Project Sponsors is unable to proceed with the project due to forces beyond its reasonable control, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report, including a proposed course of action. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report consistent with the provisions of Section 1.1(e) of Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. The proposed course of action may include, for example, a consideration and selection of another Longer-Term Proposal, or the re-solicitation of Longer-Term Proposals. If prepared with respect to a Qualified Transmission Project Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or a non-PTO Qualified Transmission Project Sponsor) with the Commission.

16.6 Cancellation of a Longer-Term Transmission Study; Cancellation of a Request for Proposal

The ISO may cancel a Longer-Term Transmission Study process or a request for proposal at any time. Such cancellation may be due, but is not limited to, new or different assumptions which may change or eliminate the identified needs. The ISO shall cancel a Longer-Term Transmission Study process or a request for proposal if requested to do so in a written NESCOE communication.

16.7 Local Longer-Term Transmission Upgrades

The costs of Local Longer-Term Transmission Upgrade(s) that are required in connection with the construction of a Longer-Term Transmission Upgrade approved for inclusion in the Regional System Plan in accordance with Section 16.5(a) of this Attachment K shall be allocated in accordance with Schedule 21 of the OATT.

16.8 Where the Greater than 1.0 Benefit-to-Cost Ratio Threshold has not been Met: Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List; Milestone Schedule; Removal from RSP Project List

(a) Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List

Upon receipt of a written NESCOE communication identifying a preferred Longer-Term Proposal pursuant to Section 16.4(j) of this Attachment K, the ISO will notify the Qualified Transmission Project Sponsor that proposed the Longer-Term Proposal that its project has been selected for development as the preferred Longer-Term Transmission Solution and the PTO that has upgrades required by the preferred Longer-Term Transmission Solution, and provide them the written NESCOE communication identifying the New England states that have voluntarily agreed to fund costs in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of this OATT and the agreed-to allocation for the excess costs. In the case where the ISO notifies the PTO that has upgrades required by the preferred Longer-Term Transmission Solution to proceed in accordance with Schedule 3.09(a) of the TOA, any prudently incurred PTO costs associated with a filing to implement the cost allocation requested by NESCOE will be recovered by the applicable PTO in accordance with Attachment F of this OATT.

Within 30 days of the Commission's order addressing the cost allocation, NESCOE will provide the ISO a communication specifying whether the process should proceed in accordance with Section 16.8(b) or terminate in accordance with Section 16.6 of this Attachment K. If the written NESCOE communication provides for the process to proceed, then the ISO will notify the Qualified Transmission Project Sponsor and PTO and include the project as a Longer-Term Transmission Upgrade in the Regional System Plan or RSP Project List, as it is updated from time to time in accordance with this Attachment. If the written NESCOE communication requests termination of the process, the ISO shall terminate the process pursuant to Section 16.6 of this Attachment.

Costs for the Longer-Term Transmission Upgrade included in the Regional System Plan or RSP Project List shall be allocated in accordance with Section 10 of Schedule 12 to this OATT.

(b) Execution of Selected Qualified Transmission Project Sponsor Agreement

Within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed under Section 16.8(a) of this Attachment K, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed under Section 16.8(a) of this Attachment K, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

Qualified Transmission Project Sponsors whose projects are listed on the RSP Project List and have executed the Selected Qualified Transmission Project Sponsor Agreement shall be entitled to recover, pursuant to the rates and appropriate financial arrangements set forth in the Tariff and, as applicable, the TOA and NTDOA, all prudently incurred cost associated with developing the Longer-Term Transmission Upgrade subsequent to executing the Selected Qualified Transmission Project Sponsor Agreement.

PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs' existing facilities necessary to facilitate the development of a Longer-Term Transmission Solution proposed by any other Qualified Transmission Project Sponsor.

Notwithstanding the foregoing, a PTO is not precluded from recovering, pursuant to the applicable rates and appropriate financial arrangements set forth in the Tariff and the

TOA, all prudently incurred costs associated with meeting its obligations to plan and maintain its Transmission Facilities as defined in Section 2.01 of the TOA.

(c) Failure to Proceed

If the ISO finds, after consultation with a Qualified Transmission Project Sponsor, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Qualified Transmission Project Sponsors is unable to proceed with the project due to forces beyond its reasonable control, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report, including a proposed course of action. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report consistent with the provisions of Section 1.1(e) of Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. The proposed course of action may include, for example, a consideration and selection of another Longer-Term Proposal, or the re-solicitation of Longer-Term Proposals. If prepared with respect to a Qualified Transmission Project Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or a non-PTO Qualified Transmission Project Sponsor) with the Commission.

17. Procedures for the Conduct of Economic Studies

This Section 17 sets forth the procedures for the ISO's conduct of Economic Studies.

17.1 Overview

The Economic Study process shall be used to identify market efficiency issues on the PTF portion of the New England Transmission System and, as applicable, evaluate competitive solutions to alleviate identified market efficiency needs. The process will also provide information to facilitate the evaluation of economic and environmental impacts of New England regional policies, federal policies, and various resource technologies on satisfying future resource needs in the region.

17.2 Economic Study Reference Scenarios

The ISO shall develop and study the following four reference scenarios. The ISO shall consult with, and consider the input from, the Planning Advisory Committee on the scope, parameters, and assumptions used in modeling the scenarios described in this Section 17.2.

(a) Benchmark Scenario

The purpose and scope of the Benchmark Scenario is to improve the economic planning model and associated assumptions and criteria used in the other scenarios by comparing it against historical performance of the system in the previous year and adjusting the assumptions and model accordingly. This scenario will help identify any modeling issues in the base set of input data.

The initial economic planning model will use the existing base case model and data and may be adjusted based on historical performance and observations. Historical performance of the system includes recorded observations from the prior year to the beginning of the study cycle.

The study year shall be year N-1 and the simulation length shall be one year for the Benchmark Scenario.

Any identified market efficiency issues resulting from a Benchmark Scenario shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

(b) Market Efficiency Needs Scenario

The purpose and scope of the Market Efficiency Needs Scenario is to identify market efficiency issues on the PTF portion of the New England Transmission System at the end of the ten-year planning horizon pursuant to Section 17.5 of this Attachment. Pursuant to Section 4.1 of this Attachment, the ISO shall conduct a market efficiency Needs Assessment to evaluate and determine whether market efficiency issues identified in a Market Efficiency Needs Scenario are market efficiency needs.

The model used for the Market Efficiency Needs Scenario shall be the updated base case from the Benchmark Scenario and forecasted out to the ten-year planning horizon year using assumptions and criteria in Section 4.1(f) of this Attachment.

The study year shall be year N+10 and the simulation length shall be one year for the Market Efficiency Needs Scenario.

(c) Policy Scenario

The purpose and scope of the Policy Scenario is to identify any potential market efficiency issues resulting from the New England states' energy policies and goals, among others (e.g., federal legislation, state legislation, or utility renewable portfolio standard targets). The policies and goals selected for the Policy Scenario shall be selected by the ISO and Planning Advisory Committee pursuant to Section 17.4 of this Attachment.

The model used for the Policy Scenario shall be the base case model resulting from the Benchmark Scenario and forecasted out to a year when relevant New England and other applicable energy policies and goals are in full effect.

The study year for the Policy Scenario shall be dependent on deadlines for achieving the New England region and other energy policies and goals. However, the study year will be at least ten years into the future and cover the deadlines for achieving all applicable goals and policies. The study simulation length shall be one year.

The results from studying a Policy Scenario shall be used for informational purposes only. Any identified market efficiency issues resulting from a Policy Scenario shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

(d) Stakeholder-Requested Scenario

The purpose of the Stakeholder-Requested Scenario is to study a scenario with a region-wide scope that is requested by stakeholders and not covered by the other scenarios described in this Section 17.

The model used for the Stakeholder-Requested Scenario shall be the base case model resulting from the Benchmark Scenario and then forecasted out to a year with assumptions requested by the stakeholders and agreed upon by the ISO.

The study year shall be dependent on the requested scenario and the simulation length shall be one year.

The results from studying a Stakeholder-Requested Scenario shall be used for informational purposes only. Any identified market efficiency issues resulting from a Stakeholder-Requested Scenario shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

17.3 Frequency, Initiation, and Schedule

The Economic Study process shall be conducted at least once every three years and at most once every two years. The process shall be initiated for the first time under this Section 17 in January 2024.

Each Economic Study cycle shall be initiated by the ISO providing the Planning Advisory Committee with notice that the ISO will be initiating the process for the Economic Study cycle. The ISO shall provide to the Planning Advisory Committee the schedule for the Economic Study cycle within three months of initiating the process. The schedule shall include dates for the ISO's collection, and stakeholders' submission, of data to be used in the studies, the preparation of models, the completion of studies, and the issuance of study results. The schedule shall include a one-month period for stakeholders to submit proposals for the Stakeholder-Requested Scenario. If the Economic Study cycle and potential resulting competitive request for proposals process cannot be completed within the initial schedule, the ISO shall notify stakeholders of such, provide a revised estimated completion date, and provide an explanation of the reason or reasons why the additional time is required.

17.4 Preparation of the Economic Study Reference Scenarios and Stakeholder Sensitivity Requests

The ISO shall prepare and post on its website a proposed scope for the scenarios described in Section 17.2, and the associated parameters and assumptions. The ISO shall either provide the Planning Advisory Committee with notice that the ISO posted the information or send the information itself to the Planning Advisory Committee after it is posted. A Planning Advisory Committee meeting will be held thereafter to solicit stakeholder input for consideration by the ISO on the study's scope, parameters, and assumptions.

Following the analyses, runs, and presentation of the results of the Economic Study reference scenarios described in Section 17.2, stakeholders may request, and the ISO may propose, additional sensitivities to test the effect of a specific change to input assumptions. The sensitivities shall be limited to a single theme or category of changes to allow for better understanding of the causal effect of the change to the results. The ISO shall prioritize and list the sensitivities that can be completed during the Economic Study cycle taking into consideration the impact of the additional efforts on the ISO resources and other priorities.

Results from studies conducted with stakeholder-requested scenario sensitivities shall be used for information purposes only. Any identified market efficiency issues resulting from a study with a stakeholder-requested scenario sensitivity shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

17.5 Market Efficiency Needs Assessment

The ISO shall use the Market Efficiency Needs Scenario and criteria in Attachment N to identify market efficiency issues on the PTF portion of the New England Transmission System and, as applicable, identify market efficiency needs on the PTF portion of the New England Transmission System.

All of the market efficiency issues and associated benefits of relieving those issues will be documented in a market efficiency Needs Assessment conducted pursuant to Section 4.1 of this Attachment.

Any market efficiency issues that meet the criteria in Attachment N will be identified as market efficiency needs, and a request for proposal or multiple requests for proposals will be issued to initiate the competitive solution process for Market Efficiency Transmission Upgrades to address the identified market efficiency need or needs pursuant to Section 4.3 of this Attachment.

17.6 Evaluation of Regulated Transmission Solutions for Market Efficiency Transmission Upgrades

The process in Section 4.3 of this Attachment shall be used to solicit and evaluate competitive solutions for identified market efficiency needs.

17.7 Stakeholder Input on Study Results

After the results from the Economic Study reference scenarios described in Section 17.2 and stakeholder-requested scenario sensitivities described in Section 17.4 are available, the ISO shall provide such results to stakeholders at Planning Advisory Committee meetings and solicit feedback based on the results.

17.8 Economic Studies Requested by Individual Stakeholders

An individual stakeholder may request that the ISO conduct Economic Studies at the stakeholder's own expense to examine situations where potential regulated transmission solutions, market responses, or investments 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 or loads, or both, on an aggregate or regional basis. The scope, assumptions, and deliverables shall be agreed to by the ISO and the stakeholder requesting the study. The notice and schedule initiating the Economic Study process described in Section 17.3 shall include the dates for submitting requests for studies under this Section 17.8.

The ISO may hire a consultant to conduct the analysis, and the entity requesting the study shall be responsible for the ISO's costs for study administration, study analysis, and consultants used to perform the study.

The ISO shall provide an estimated cost and duration to each stakeholder that requests an Economic Study. Each stakeholder that requests a study under this Section 17.8 shall provide written confirmation with the ISO that the stakeholder would like the ISO to proceed with conducting the study after receiving the estimated cost and duration for the study it requested.

The results from studies conducted pursuant to this Section 17.8 shall be used for informational purposes only. Any identified market efficiency issues resulting from studies conducted pursuant to this Section 17.8 shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

17.9 Cost Recovery

The costs of the Economic Study process described in Sections 17.1 through 17.7 shall be recovered by the ISO pursuant to Schedule 1 of Section IV.A of the Tariff. The costs of Economic Studies performed by the ISO under Section 17.8 of this Attachment shall be paid for by the stakeholder requesting the study.

17.10 Coordination with PTOs

The PTOs shall coordinate with the ISO in the performance of the Economic Study process pursuant to and as described in Section 5 of this Attachment.

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], including Local Public Policy Transmission Upgrades, 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. Not less than every three years, each PTO will post a notice as part of its LSP process indicating that members of the Planning Advisory Committee, NESCOE, or any state may provide the PTO with input regarding state and federal Public Policy Requirements identified as driving transmission needs relating to Non-PTF and regarding particular local transmission needs driven by Public Policy Requirements. The PTO will provide a written explanation, to be posted on the ISO website, of why suggested transmission needs driven by Public Policy Requirements will or will not be evaluated for potential solutions in the LSP planning process.

1.3 Role of the PTOs

[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.

Each PTO will be responsible for administering the LSP process pertaining to its own Non-PTF, including Local Public Policy Transmission Upgrades, 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 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 or as Local Public Policy Transmission Upgrades, and shall reflect the results of such reviews 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 shall consult with NESCOE and applicable states, local authorities and stakeholders to consider their views prior to including a Local Public Transmission Upgrade in its LSP, as described in Section 1.6.

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.

1.6 Public Policy Studies

As part of the LSP process, each PTO will evaluate potential transmission solutions on its Non-PTF system that are likely to be both efficient and cost-effective for meeting Public Policy Requirements.

1.6A Process to Identify Public Policy Requirements Driving Non-PTF Transmission Needs

Within six months of publication, each PTO will review the Public Policy Requirements posted by the ISO to determine and evaluate at a high level any public policy needs potentially driving transmission needs on their respective Non-PTF systems. Such evaluations will also include potential public policy needs suggested by third parties. Each PTO will review NESCOE's written explanation of which transmission needs driven by state or federal Public Policy Requirements will be evaluated by the ISO and why other suggested transmission needs will not be evaluated. If NESCOE does not provide a listing of identified transmission needs and explanation, each PTO will review the ISO's explanations of which transmission needs driven by state or federal Public Policy Requirements will be evaluated by the ISO and why other suggested transmission needs will not be evaluated. In addition, each PTO will review the ISO's explanation of which transmission needs driven by local Public Policy Requirements will be evaluated in the regional system planning process and why other suggested transmission needs driven by local Public Policy requirements will not be evaluated. Each PTO will then determine if any of the posted state, federal or local Public Policy Requirements are driving a need on its Non-PTF transmission system and will include the non-PTF needs in its local planning process.

As part of the local planning process, each PTO will list the identified transmission needs on its non-PTF transmission system driven by state, federal, or local Public Policy Requirements that will be evaluated, and provide an explanation of why any identified transmission needs will not be evaluated as part of its LSP. The list will be posted in the PTO's LSP and presented at the annual PAC meeting. The PTO will seek input at the PAC meeting from stakeholders about whether further study is warranted to identify solutions for local transmission system needs and seek recommendations about whether to proceed with such studies. A stakeholder may provide written input on the list within 30 days from the date of presentation for consideration by the PTO. Each PTO will then confirm, or modify if appropriate, its determination of which identified transmission needs on its non-PTF transmission system driven by state, federal, or local Public Policy Requirements will be evaluated and which will not be evaluated, and revise its annual LSP accordingly. If the potential Non-PTF transmission needs identified would affect the Non-PTF facilities of more than one PTO, the affected PTOs will coordinate their efforts with other affected PTOs, as necessary.

1.6B Procedure for Evaluating Potential Public Policy Solutions on the Non-PTF

Once it has been determined that a non-PTF need driven by state, federal or local Public Policy Requirements will be evaluated, each PTO will prepare a scope and associated assumptions as part of a Public Policy Local Transmission Study. For those needs where a scope is available, a PTO may present the proposed scope for the Public Policy Local Transmission Study within its LSP and as part of its LSP presentation described in Section 1.6A. A stakeholder may provide written input to the scope within 30 days after the LSP presentation for the PTO to consider.

Each PTO will schedule a follow-up PAC meeting presentation for additional stakeholder input within 4 months after the PTO's LSP presentation as described in Section 1.6A if the proposed scope for a Public Policy Local Transmission Study was not included in its annual LSP presentation. Within 30 days after the follow-up meeting, a stakeholder may provide written input to the scope for the PTO to consider. Subsequently, the PTO will determine the study scope for the Public Policy Local Transmission Study and revise its annual LSP.

In preparation of a Public Policy Local Transmission Study that will be presented to the PAC as part of the LSP for the following year, the PTO will undertake the following: First, the PTO will perform the initial phase of the Public Policy Local Transmission Study to develop an estimate of costs and benefits and post its preliminary results on a website. Second, the PTO will use good faith efforts to contact stakeholders and the appropriate state and/or local authorities informing them of the posting, requesting input on whether further study is warranted to identify solutions for local transmission system needs, and seeking recommendations about whether to proceed with further planning and construction of a Local Public Policy Transmission Upgrade. Each PTO will then make a determination of whether further study is warranted to identify solutions for local transmission system needs, or will select its final solution, and revise its annual LSP accordingly. If the potential Non-PTF transmission needs identified would affect the Non-PTF facilities of more than one PTO, the affected PTOs will coordinate their efforts with other affected PTOs, as necessary. Results of a Public Policy Local Transmission Study will be provided to the PAC as part of the LSP for the following year.

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, including Local Public Policy Transmission Upgrades, any change in status of proposed Non-PTF, including Local Public Policy Transmission Upgrades, or any removal of proposed Non-PTF, including Local Public Policy Transmission Upgrades, 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, including Local Public Policy Transmission Upgrades ("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 solutions studies, including any Local Public Policy Transmission Upgrade 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.

ATTACHMENT K APPENDIX 2

LIST OF ENTITIES ENROLLED IN THE TRANSMISSION PLANNING REGION

~~**ENTITIES**~~

APPENDIX 2

ATTACHMENT K

LIST OF ENTITIES ENROLLED IN THE TRANSMISSION PLANNING REGION

The entities listed in this Appendix 2 are those enrolled for the purpose of participating as a transmission provider in the New England transmission planning region pursuant to Attachment K as of the date the revisions to this Appendix 2 were filed with the Commission. The most current list of entities enrolled for the purpose of participating as a transmission provider in the New England transmission planning region pursuant to Attachment K is available on the ISO-NE website. This Appendix 2 will be updated to reflect any subsequent enrollments as part of unrelated OATT filings at the time ISO-NE undertakes such unrelated filings.

Town of Braintree Electric Light Department

Central Maine Power Company

~~The City of~~ Chicopee Municipal Lighting Plant~~Department~~

~~The City of Holyoke Gas and Electric Department~~

The Connecticut Light and Power Company

Connecticut Municipal Electric Energy Cooperative

Connecticut Transmission Municipal Electric Energy Cooperative

Cross-Sound Cable Company, LLC

~~Emera Maine~~

Fitchburg Gas and Electric Light Company

Green Mountain Power Corporation

The City of Holyoke Gas and Electric Department

Town of Hudson Light & Power Department

Maine Electric Power Company

Massachusetts Municipal Wholesale Electric Company

~~Maine Electric Power Company~~

Town of Middleborough Gas ~~and~~ & Electric Department

The Narragansett Electric Company d/b/a Rhode Island Energy

New England Electric Transmission Corporation

New England Energy Connection, LLC

New England Hydro-Transmission Corporation

New England Hydro-Transmission Electric Company Inc.

New England Power Company d/b/a National Grid

New Hampshire Electric Cooperative, Inc.

New Hampshire Transmission, LLC

Town of Norwood Municipal Light Department

~~Eversource Energy Service Company as agent for: The Connecticut Light and Power Company, NSTAR Electric Company, Public Service Company of New Hampshire, and Western Massachusetts Electric Company~~

~~Norwood Municipal Light Department~~

NSTAR Electric Company

Public Service Company of New Hampshire

Town of Reading Municipal Light Department

Shrewsbury Electric & Cable Operations

Town of Stowe Electric Department

Taunton Municipal Lighting Plant

~~Town of Reading Municipal Light Department~~

The United Illuminating Company

Unitil Energy Systems, Inc.

Vermont Electric Cooperative, Inc.

Vermont Electric Power Company, Inc.

Vermont Electric Transmission Company

Vermont Public Power Supply Authority

Vermont Transco LLC

Versant Power

Town of Wallingford, CT, Department of Public Utilities, ~~—~~Electric Division

~~Western Massachusetts Electric Company~~

ATTACHMENT K APPENDIX 3

LIST OF QUALIFIED TRANSMISSION PROJECT SPONSORS

The entities listed in this Appendix 3 are those approved by ISO-NE as Qualified Transmission Project Sponsors as of the date the revisions to this Appendix 3 were filed with the Commission. The most current list of entities approved as Qualified Transmission Project Sponsors is available on the ISO-NE website. This Appendix 3 will be updated to reflect any subsequent enrollments as part of unrelated OATT filings at the time ISO-NE undertakes such unrelated filings.

Anbaric Development Partners, LLC

Avangrid Networks, Inc.

~~Braintree Electric Light Department~~

Central Maine Power Company

~~City of Holyoke Gas and Electric Department~~

~~The Connecticut Light and Power Company~~

~~The~~ Connecticut Transmission Municipal Electric Cooperative

Versant Power ~~Emera Maine~~

Eversource Energy Transmission Ventures, Inc.

NGV US Transmission Inc.~~Grid America Holdings, Inc.~~

Hudson Light and Power Department

Maine Electric Power Company

Massachusetts Municipal Wholesale Electric Company

Middleboro Gas & Electric Department

Narragansett Electric Company d/b/a Rhode Island Energy

New England Energy Connection, LLC

New England Power Company

New Hampshire Transmission, LLC

Norwood Municipal Light Department

NSTAR Electric Company

PPL Translink, Inc.

Public Service Company of New Hampshire

SP Transmission, LLC

Taunton Municipal Light Plant

The City of Holyoke Gas and Electric Department

The Connecticut Light and Power Company

Town of Braintree Electric Light Department

Transource New England, LLC

United Illuminating Company

Vermont Transco, LLC

~~Western Massachusetts Electric Company~~

ATTACHMENT N

PROCEDURES FOR REGIONAL SYSTEM PLAN UPGRADES

I. INTRODUCTION

Pursuant to Part II.G of the ISO New England Open Access Transmission Tariff (Sections II.46 – II.47), Attachment K and this Attachment, the ISO shall classify upgrades as Reliability Transmission Upgrades, Market Efficiency Transmission Upgrades, ~~or~~ Public Policy Transmission Upgrades or Longer-Term Transmission Upgrades during the Regional System Plan ("RSP") process. Pursuant to established standards, that process is designed to collect and reflect broad input from all stakeholders through the Planning Advisory Committee ("PAC"). The PAC is composed of a wide variety of regional stakeholders, including Governance Participants (such as generator owners, marketers, load serving entities, merchant transmission owners and participating transmission owners), governmental representatives, public interest groups, state agencies (including those participating in the New England Conference of Public Utilities Commissioners), retail customers, representatives of local communities, and consultants. The PAC meets regularly throughout the year.

This procedure describes the standards used by the ISO to identify Reliability Transmission Upgrades, Market Efficiency Transmission Upgrades, ~~and~~ Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades and the process for making such identifications pursuant to Part II.G and Attachment K of the OATT.

The ISO may amend these standards and procedures from time to time, as appropriate, with input from the Reliability Committee and PAC.

II. STANDARDS FOR IDENTIFYING RELIABILITY TRANSMISSION UPGRADES, MARKET EFFICIENCY TRANSMISSION UPGRADES, ~~AND~~ PUBLIC POLICY TRANSMISSION UPGRADES AND LONGER-TERM TRANSMISSION UPGRADES

A. Identification of Reliability Transmission Upgrades

Reliability Transmission Upgrades are those upgrades necessary to ensure the continued reliability of the New England Transmission System based on applicable reliability standards. In applying the applicable reliability standards, some of the considerations that will be taken into account are as follows:

- available supply and transmission (i.e., known resource changes, which includes anticipated transmission enhancements (considering Elective Transmission Upgrades and Merchant Transmission Facilities), demand side resources, and new, retired or unavailable generators);
- load growth;
- acceptable stability response;
- acceptable short circuit capability;
- acceptable voltage levels;
- adequate thermal capability; and
- acceptable system operability and responses (e.g. automatic operations, voltage changes).

To identify the transmission system facilities required to maintain reliability and system performance consistent with the applicable reliability standards, the ISO shall:

- determine whether the above factors are met using reasonable assumptions for certain amounts of forecasted load growth, and generation and transmission facility availability (due to maintenance, forced outages, or other unavailability); and
- rely on Good Utility Practice, applicable reliability standards, and the ISO System Rules.

A Reliability Transmission Upgrade is not an upgrade required by the interconnection of a generator except to the extent determined under the terms of Schedule 11 of the OATT. A Reliability Transmission Upgrade may also provide market efficiency benefits.

B. Identification of Market Efficiency Transmission Upgrades

Market Efficiency Transmission Upgrades are upgrades designed primarily to provide a net reduction in total production cost to supply the system load. Proposed Market Efficiency Transmission Upgrades shall be identified by the ISO where the net present value of the net reduction in total cost to supply the system load, as determined by the ISO, exceeds the net present value of the carrying cost of the identified transmission upgrade.

An upgrade identified as a Reliability Transmission Upgrade may qualify for interim treatment as a Market Efficiency Transmission Upgrade if market efficiency is used to influence the schedule for the implementation of the upgrade. Such opportunities shall be identified by the ISO when the net present value of the reduction to total production cost to supply the system load, as determined by the ISO, exceeds the net present value of the Reliability Transmission Upgrade after it is advanced less the net present value of the upgrade for when it is projected to be needed for reliability.

1. Base Economic Evaluation Model

In making a determination of the net present value of bulk power system resource costs, the ISO shall take into account applicable economic factors that shall include the following projected factors:

- energy costs;
- Capacity Costs;
- cost of supplying total operating reserve;
- system losses;
- available supply and transmission (i.e., known resource changes, which includes anticipated transmission enhancements (considering Elective Transmission Upgrades and Merchant Transmission Facilities), demand side resources and new, retired or unavailable generators);
- load growth;
- fuel costs;
- fuel availability;
- generator availability;
- release of bottled generating resources;
- present worth factors for each project specific to the owner of the project;
- present worth period not to exceed ten years; and
- cost of the project.

Analysis may include utilization of historical information such as may be included in market reports as well as special studies and should report cumulative net present value annually over the study period.

2. Other Data Provided to Stakeholders

Although not used to evaluate the net economic benefit of the system upgrade, analysis may be provided to illustrate the net cost to load with and without the transmission upgrade – considering additional factors such as locational installed capacity, congestion costs, and impacts on bilateral prices for electricity.

Summary

Based on information provided through such analysis and pursuant to the factors listed in (1) above, the ISO, in consultation with the PAC, will identify Market Efficiency Transmission Upgrades to be included in the RSP. If however, during the course of their analysis, the ISO determines that without the project the applicable reliability standards will not be met, then the project will be designated as a Reliability Transmission Upgrade and included in the RSP as such.

C. Identification of Public Policy Transmission Upgrades

Public Policy Transmission Upgrades are upgrades designed to meet ~~-~~transmission needs driven by public policy requirements, including such needs identified by NESCOE. Proposed Public Policy Transmission Upgrades shall be assessed and identified by the ISO in accordance with Section 4A of Attachment K to the OATT.

D. Identification of Longer-Term Transmission Upgrades

Longer-Term Transmission Upgrades are upgrades designed to meet transmission needs identified by NESCOE in accordance with Section 16 of Attachment K. Proposed Longer-Term Transmission Upgrades shall be assessed and identified by the ISO in accordance with Section 16 of Attachment K to the OATT.

III. PROCEDURES FOR IDENTIFYING RELIABILITY TRANSMISSION UPGRADES, MARKET EFFICIENCY TRANSMISSION UPGRADES, ~~AND~~ PUBLIC POLICY TRANSMISSION UPGRADES AND LONGER-TERM TRANSMISSION UPGRADES

A. ~~ISO~~ Identification of Needs for Reliability Transmission Upgrades, Market Efficiency Transmission Upgrade, ~~and~~ Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades

1. An assessment of the adequacy of the region's electric system.

On a regular and on-going basis, the ISO shall conduct studies to identify the location and nature of any potential problems on the New England Transmission System. These assessments shall be conducted to identify those factors relevant to the standards for identifying needs which might be solved or mitigated by Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades, as specified in Section II of this Attachment.

The ISO will publish its identification of such relevant factors on the New England Transmission System on its website and to the PAC, thereby providing market signals for generation, merchant transmission and load responses to develop and implement market-based solutions for the relief of actual and projected system reliability concerns, transmission constraints and market inefficiencies. The ISO will also present the results of its assessments in appropriate market forums to facilitate market responses to those needs. Market responses having met appropriate milestones pursuant to Attachment K to the OATT will be included in studies to assess the effects of such market responses on the identified problems with reliability and market inefficiencies.

Based on input and feedback provided by the PAC, the ISO shall refer to the Markets Committee and Reliability Committee issues and concerns identified by the PAC for further investigations and consideration of potential changes to rules and procedures.

2. Conduct of Public Policy Transmission Studies

The ISO will conduct the public policy transmission planning process pursuant to the timelines and procedures set out in Section 4A of Attachment K to this OATT.

3. Conduct of Longer-Term Transmission Studies

The ISO will conduct the longer-term transmission planning process pursuant to the timelines and procedures set out in Section 16 of Attachment K to this OATT.

B. Adequacy of the market responses, and as necessary, adequacy of Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades

The ISO shall assess the adequacy of proposed market responses in addressing identified system needs. The ISO shall also ensure that there are no significant adverse effects associated with such market responses, pursuant to Section I.3.9 of the Tariff and Planning Procedure 5-3, “Guidelines for Conducting and Evaluating Proposed Plan Application Analysis”.

If the market does not respond with adequate solutions to address the system needs identified by the ISO, the ISO shall present a coordinated transmission plan in the RSP that identifies appropriate projects for addressing both reliability, and market efficiency needs.

This coordinated plan is updated by the ISO as market responses to identified problems are developed. Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades are implemented only after market solutions have been given first consideration.

C. Periodic Updates to the RSP

A Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade may be added to the RSP at any time in a given year, ~~and~~ a Public Policy Transmission Upgrade project may be added to the RSP in accordance with Sections 3.6 and 4A of Attachment K to the OATT, and a Longer-Term Transmission Upgrade project may be added to the RSP in accordance with Sections 3.6 and 16 of Attachment K to the OATT. In doing so, the ISO shall consult with and consider input from the PAC and the Reliability Committee, within the scope of their respective functions.

The time required to implement transmission projects, however, is often longer than that needed for market-based solutions. Thus, the RSP process recognizes that a new market response could result in a deferral or a significant change in the proposed timing and/or configuration of a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrades. Also, a needed Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade may become delayed due to other factors.

As a result, the ISO may remove or defer a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade project from the RSP at any time in a given year, if the market responds by developing credible market-based solutions, or other circumstances arise that impact the need for the Transmission Upgrade. If market-based solutions have not met appropriate milestones prior to significant sunk transmission expense being made to provide the Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade, then the ISO will assess the risks and costs associated with adding or advancing a transmission project from the RSP. The ISO may remove a Public Policy Transmission Upgrade project from the RSP in accordance with Sections 3.6 and 4A of Attachment K to the OATT. The ISO may remove a Longer-Term Transmission Upgrade project from the RSP in accordance with Sections 3.6 and 16 of Attachment K to the OATT. The ISO shall consult with and consider input from the PAC and the Reliability Committee with regard to such changes in the RSP. In the event that a transmission project is removed, deferred, added or advanced, the ISO shall promptly notify the affected Participating Transmission Owners and Non-Incumbent Transmission Developers.

IV. COST-EFFECTIVENESS AND COST ALLOCATION DETERMINATION OF RELIABILITY TRANSMISSION UPGRADES AND MARKET EFFICIENCY TRANSMISSION UPGRADES

The cost-effectiveness and cost allocation of identified Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades will be determined pursuant to the Tariff, Attachment K; Schedule 12; and Planning Procedure 4. The level of detail needed to fulfill the requirements of the RSP process and Planning Procedure 4 will ensure that, in addition to a determination of Pool-supported PTF costs and Localized Costs, the planning and stakeholder review processes will include a comprehensive examination of all Transmission Upgrade construction alternatives and their associated costs and will thus evaluate the cost-effectiveness of each Transmission Upgrade and its potential alternatives.

ATTACHMENT O

NON-INCUMBENT TRANSMISSION DEVELOPER OPERATING AGREEMENT

NON-INCUMBENT TRANSMISSION DEVELOPER OPERATING AGREEMENT

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NON-INCUMBENT TRANSMISSION DEVELOPER OPERATING AGREEMENT

This Operating Agreement (this "Agreement"), dated as of [date], is made and entered into by _________________________, a [STATE] [TYPE OF ENTITY] ("NTD"), and ISO New England Inc. ("ISO"), a Delaware corporation (NTD and the ISO are collectively referred to herein as the "Parties").

WHEREAS, the ISO is a regional transmission organization ("RTO") authorized by the Federal Energy Regulatory Commission ("FERC") to exercise the functions required of RTOs pursuant to FERC's Order No. 2000 ("Order 2000") and FERC's RTO regulations;

WHEREAS, NTD has been approved as a "Qualified Transmission Project Sponsor" pursuant to the ISO Open Access Transmission Tariff (the "ISO OATT"), which is Section II of the ISO New England Inc. Transmission, Markets and Services Tariff (the "ISO Tariff");

WHEREAS, in accordance with the requirements of Order 2000, the ISO will be the transmission provider under the ISO OATT of non-discriminatory, open access transmission services over the transmission facilities of NTD, once placed in service, that become part of the New England Transmission System ("Transmission Service");

WHEREAS, the ISO OATT will be designed to provide for the payment by transmission customers for Transmission Service at rates designed to recover the revenue requirements of NTD in supporting the provision of such transmission service by the ISO under the ISO OATT;

WHEREAS, the ISO will be responsible for system planning within the ISO region subject to certain rights and obligations of NTD, all as set forth in this Agreement;

WHEREAS, the functions to be performed by the ISO and Order 2000 require that the ISO have the requisite operational authority over NTD's transmission facilities;

WHEREAS, in accordance with the terms set forth herein, NTD desires for the ISO to exercise, and the ISO desires to exercise, Operating Authority (as defined in Section 3.02 of this Agreement) over the NTD Transmission Facilities (as defined in this Agreement) consistent with the requirements of Order 2000, once those facilities are placed in service;

WHEREAS, NTD will among other things, continue to own, physically operate, and maintain its transmission facilities; and

WHEREAS, references to the PTOs in this Agreement are not intended to impose additional requirements or obligations on the PTOs in addition to those in the TOA;

NOW, THEREFORE, in consideration of the promises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, NTD and the ISO agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATIONS

1.01 **Definitions; Interpretations.** Each of the capitalized terms and phrases used in this Agreement (including the foregoing recitals) and not otherwise defined herein shall have the meaning specified in Schedule 1.01. In this Agreement, 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 Agreement;

(d) the exhibits, schedules and appendices attached hereto are incorporated herein by reference and shall be construed with and as an integral part of this Agreement 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 Agreement;

(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 Agreement as a whole and not to any particular article, section, subsection, paragraph or clause hereof;

(l) 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; and

(m) neither this Agreement nor any other agreement, document or instrument referred to herein or executed and delivered in connection herewith shall be construed against any Person as the principal draftsperson hereof or thereof.

ARTICLE II

TRANSMISSION FACILITIES

2.01 **Transmission Facilities.** As to NTD, the transmission facilities over which the ISO shall exercise Operating Authority (as of the date the facilities are placed in service) in accordance with the terms set forth herein shall be:

(a) those facilities of NTD listed in Schedule 2.01(a) (hereinafter "NTD Category A Facilities"), as such list of facilities may be added to or deleted from in accordance with Sections 2.01(d) and 2.02 below;

(b) those facilities of NTD listed in Schedule 2.01(b) (hereinafter "NTD Category B Facilities"), as such list of facilities may be added to or deleted from, in accordance with Sections 2.01(d) and 2.02 below; and

(c) those transmission facilities of NTD within the New England Transmission System with a voltage level of less than 69 kV and all transformers that have no NTD Category A Facilities or NTD Category B Facilities connected to the lower voltage side of the transformer that are not listed on Schedule 2.01(a) and Schedule 2.01(b) (hereinafter "NTD Local Area Facilities"), provided that any excluded facilities of NTD listed on Schedule 4.01(d) shall not be NTD Local Area Facilities.

(d) The transmission facilities included on any of the lists of the NTD Category A Facilities or the NTD Category B Facilities contained in Schedule 2.01(a) and Schedule 2.01(b), respectively, may be redesignated on another of those two lists, deleted from such list, or redesignated as a NTD Local Area Facility without the necessity of an amendment to this Agreement, but only in the following manner:

(i) at the direction of a Governmental Authority with jurisdiction over the Transmission Facilities in question, provided that the ISO and NTD shall be provided prior written notice of such changes;

(ii) as agreed between the ISO and NTD; or

(iii) where the operational characteristics of a transmission facility have been materially modified (including a change from a radial transmission facility to a looped transmission facility that contributes to the parallel carrying capability of the New England Transmission System) in accordance with Section 2.01(e); provided that any such changes shall also be subject to ISO review consistent with Section 2.06.

(e) All transmission facilities to be redesignated as NTD Category A Facilities, NTD Category B Facilities, or Local Area Facilities or deleted from the lists in Schedule 2.01(a) and Schedule 2.01(b) in accordance with Section 2.01(d)(iii), and all transmission facilities to be added to the lists in Schedule 2.01(a) and Schedule 2.01(b) in accordance with Section 2.02 shall be classified in accordance with the following standards:

(i) NTD Category A Facilities shall consist of: all transmission lines with a voltage level of 115 kV and above, except for those 115 kV transmission facilities specifically designated as NTD Category B Facilities in accordance with Section 2.01(e)(ii); all transmission interties between Control Areas; all transformers that have NTD Category A Facilities connected to the lower voltage side of the transformer; all transformers that require an NTD Category A Facility to be taken out of service when the transformer is taken out of service; and all breakers and disconnects connected to, and all shunts, relays, reclosing and associated equipment, dynamic reactive resources, FACTS controllers, special protection systems, PARS, and other equipment specifically installed to support the operation of such transmission lines, interties, and transformers.

(ii) NTD Category B Facilities shall consist of: all 115 kV radial transmission lines and all 69 kV transmission lines that are not interties between Control Areas; all transformers that have any NTD Category B Facilities and no NTD Category A Facilities connected to the lower voltage side of the transformer except to the extent such transformers are designated as NTD Category A Facilities in accordance with Section 2.01(e)(i); and all breakers and disconnects connected to, and all shunts, relays, reclosing and associated equipment, dynamic reactive resources, FACTS controllers, special protection systems, PARS, and other equipment specifically installed to support the operation of such NTD Category B Facilities.

(iii) NTD Local Area Facilities shall consist of all transmission facilities with a voltage level of less than 69 kV and all transformers that have no NTD Category A

Facilities or NTD Category B Facilities connected to the lower voltage side of the transformer.

(iv) To the extent there is any dispute between the ISO and NTD as owner of a transmission facility concerning classification of such transmission facility under these standards, such disagreement shall be subject to the dispute resolution provisions of this Agreement, provided that the ISO's classification of a transmission facility under the standards shall govern pending resolution of the dispute.

Collectively, all NTD Category A Facilities, NTD Category B Facilities, and NTD Local Area Facilities shall hereinafter be referred to as the "Transmission Facilities," provided that "Transmission Facilities" shall not include Excluded Assets as defined in Section 2.04 of this Agreement or Merchant Facilities. The ISO shall maintain on its OASIS a posting of the current versions of Schedule 2.01(a) and Schedule 2.01(b), in each instance, reflecting each such change promptly after such change is made.

(f) The classifications set forth in this Section 2.01 are for operational purposes. Rate treatment of Transmission Facilities shall be governed by the ISO OATT, provided that filings for rate treatment under the ISO OATT shall be subject to Section 3.04 of this Agreement.

2.02 **New and Acquired Transmission Facilities and Transmission Upgrades.**

(a) Any New Transmission Facility or Transmission Upgrade shall be considered a "Transmission Facility" under this Agreement once it is included as "Proposed" in the RSP Project List and, unless otherwise agreed by the ISO and NTD, shall thereafter be added to Schedule 2.01(a) and/or (b), as applicable.

(b) Any Merchant Facility interconnected to or within the New England Transmission System shall not be the subject of this Agreement. Any Merchant Facility interconnected to or within the New England Transmission System constructed and placed in commercial operation after the Operations Date shall be subject to the authority of the ISO under a separate agreement in accordance with Section 2.03 and any applicable provisions of the ISO OATT.

2.03 **Merchant Facilities.** The terms and conditions under which NTD, an Affiliate of NTD or any other entity grants authority over any Merchant Facilities to the ISO shall not be governed by this

Agreement, it being understood that NTD shall enter into operating agreements relating to its Merchant Facilities directly with the ISO in accordance with applicable provisions of the ISO OATT. Nothing in this Agreement is intended to limit or expand the right of NTD, the Affiliate of NTD, or any other entity to propose, construct, or own Merchant Facilities interconnected to the New England Transmission System. No Merchant Facility may become an Acquired Transmission Facility.

2.04 **Excluded Assets.** The "Excluded Assets" of NTD shall consist of those assets and/or facilities of NTD set forth in Section 2.04(a) and (b). These Excluded Assets are expressly excluded from the definition of Transmission Facilities under this Agreement, and the ISO shall not have Operating Authority over NTD's Excluded Assets. Nothing in this Section 2.04 is intended to address the rate treatment of the Transmission Facilities or any other asset of NTD. Rate treatment of Transmission Facilities shall be governed by the ISO OATT, provided that filings for rate treatment under the ISO OATT shall be subject to Section 3.04 of this Agreement:

(a) Excluded Assets are any assets, facilities, and/or portions of facilities owned by NTD that are connected with or associated with Transmission Facilities to the extent specifically excluded pursuant to the following items (i) through (vii) of this Section 2.04(a):

(i) proceeds from the use or disposition of Transmission Facilities;

(ii) any payment, refund or credit (1) relating to Taxes in respect of the Transmission Facilities, (2) arising under any contracts or tariffs of NTD and relating to services provided prior to the beginning of the Term, or (3) arising under any contract or tariff that provides for rates that are subject to regulation by an agency other than FERC.

(iii) any rights, ownership, title or interest NTD may have with respect to telecommunications assets and equipment, provided that the ISO shall continue to have the right to use such telecommunication assets and equipment attached to or associated with Transmission Facilities solely to the extent needed for the exercise of the ISO's Operating Authority and further provided that such use right shall not be assignable by the ISO;

(iv) any existing contracts or contract rights of NTD related in any manner to Transmission Facilities unless NTD agrees to assign or transfer such contracts to the ISO;

(v) any assets, property rights, licenses, permits or facilities that are used for or in (1) the distribution, generation, trading or marketing of electricity (except for facilities specifically defined as Transmission Facilities that are used for such activities), (2) gas transportation, gas, water, petroleum, chemical, real estate development, or cable business, or (3) any other activity unrelated to the transmission of electricity located on, or making use of, the Transmission Facilities;

(vi) any causes of action or claims related to Transmission Facilities, provided, that, upon the written agreement of NTD and the ISO to the assumption by the ISO of the management of such claims under mutually agreed terms and conditions, the ISO may manage NTD's causes of action or claims against a third party relating to such Transmission Facilities, and provided further that the ISO shall have the right to pursue causes of action or claims against third parties to the extent necessary for the ISO to fulfill its responsibilities for invoicing, collection and disbursement of customer payments in accordance with Section 3.10; and

(vii) any asset or facility for which Operating Authority may not be lawfully transferred or assigned.

(b) Excluded assets are any assets or facilities of NTD that are not specifically defined as Transmission Facilities, including without limitation the facilities or portions of facilities described in items (i) through (xii) of this Section 2.04(b):

(i) all cash, cash equivalents, bank deposits, accounts receivable, and any income, sales, payroll, property or other Tax receivables;

(ii) proceeds from the use or disposition of any facilities or assets owned by NTD;

(iii) certificates of deposit, shares of stock, securities, bonds, debentures, and evidences of indebtedness;

(iv) any rights or interest in trade names, trademarks, service marks, patents, copyrights, domain names or logos;

(v) any payment, refund or credit (1) relating to Taxes, (2) arising under any contracts or tariffs of NTD and relating to services provided prior to the beginning of the Term, or (3) arising under any contract or tariff that provides for rates that are subject to regulation by an agency other than FERC;

(vi) any facilities, including transmission facilities, located outside the New England Transmission System;

(vii) any rights, ownership, title or interest NTD may have with respect to telecommunications assets and equipment;

(viii) any existing contracts or contract rights of NTD unless NTD agrees to assign or transfer such contracts to the ISO;

(ix) any assets, property rights, licenses, permits or facilities that are used for or in (1) the distribution, generation, trading or marketing of electricity or (2) gas transportation, gas, water, petroleum, chemical, real estate development, or cable business, or (3) any other activity unrelated to the transmission of electricity whether or not located on, or making use of, the Transmission Facilities;

(x) any causes of action or claims;

(xi) any asset or facility for which Operating Authority may not be lawfully transferred or assigned; and

(xii) any interests of any kind in NTD's real property, provided that nothing in this Section 2.04 shall restrict NTD from conveying interests in real property in any future written agreement into which the ISO and NTD may, in their sole discretion, enter.

2.05 **Connection with Non-Parties.**

(a) NTD shall connect its Transmission Facilities (once placed in service) with the facilities of any entity that is not a Party, including the facilities of a current or proposed Transmission Customer, and shall install (or cause to be installed) and construct (or cause to be constructed) any transmission facilities required to connect the facilities of a non-Party to the Transmission Facilities to the extent such connection or construction is required by applicable law, including the Federal Power Act and any applicable regulations issued by FERC and provided that the construction of any such transmission facilities shall be subject to the conditions associated with NTD's obligation to build set forth in Schedule 3.09(a). Any such connection shall be subject further to: (1) the receipt of any necessary regulatory approvals, (2) compliance with the procedures set forth in the ISO OATT for review of the reliability and operational impacts of a proposed interconnection (including the procedures for interconnection of a Generating Unit under the Interconnection Standard); and (3) execution of an Interconnection Agreement with such entity containing provisions for the safe and reliable operation of each interconnection with respect to such entity's facilities in accordance with Good Utility Practice, applicable NERC/NPCC Requirements, and applicable Law (including the Federal Power Act); provided that

(i) Except as provided in 2.05(a)(ii) below, NTD shall engage in good faith negotiations as to the terms and conditions of such Interconnection Agreement with any such non-Party, but, except as may be required pursuant to regulations issued by FERC, NTD shall not be required to enter into any Interconnection Agreement containing terms and conditions unacceptable to NTD and shall reserve the right to resolve any disputes, and/or make any filings with FERC, with respect thereto.

(ii) With respect to the interconnection of a Large Generating Facility or a Small Generating Facility to any Transmission Facility, the Interconnection Agreement shall be a three-party agreement among NTD, the ISO, and the interconnecting non-Party based on the Schedule 22 Large Generator Interconnection Agreement or Schedule 23 Small Generator Interconnection Agreement, respectively, in the ISO OATT. With respect to the interconnection of other Generating Units to any Transmission Facility of NTD, the ISO shall be a party to Interconnection Agreements if and to the extent that FERC regulations require the ISO to be a party. Either the ISO or the PTOs (working with NTD as a party to the Disbursement Agreement), may propose amendments to the Schedule 22 Large Generator Interconnection Agreement or Schedule 23 Small Generator Interconnection Agreement under Section 205 of the Federal Power Act and shall include in such proposal the views of the ISO and NTD and PTOs, as applicable, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the NTD and/or PTOs' position on any financial obligations of the PTOs and/or NTD (as applicable) or the interconnecting non-Party, and any provisions related to physical impacts of the interconnection on the Transmission Facilities or other assets. If NTD, the ISO and the interconnecting non-Party agree to the terms and conditions of a specific Large Generator Interconnection Agreement or Small Generator Interconnection Agreement, as applicable, or any amendments to such an Interconnection Agreement, then NTD and the ISO shall jointly file the executed Interconnection Agreement, or amendment thereto, with FERC under Section 205 of the Federal Power Act. To the extent NTD, the ISO and such interconnecting non-Party cannot agree to proposed variations from the Schedule 22 or 23 Interconnection Agreement applicable to a Large Generating Facility or Small Generating Facility, respectively, or cannot otherwise agree to the terms and conditions of the Interconnection Agreement, or any amendments to such an Interconnection Agreement, then NTD and the ISO shall jointly file an unexecuted Interconnection Agreement, or amendment thereto, with FERC 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 Interconnection Agreement related to the costs of upgrades to the Transmission Facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of NTD, and any provisions related to physical impacts of the interconnection on the Transmission Facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to NTD's position on such terms and conditions.

The costs of interconnection facilities shall be allocated in the manner specified in the ISO OATT.

(b) NTD shall also connect its Transmission Facilities (once placed in service) with the facilities of any entity that is not a Party upon satisfaction of the "Elective Transmission Upgrade" provisions of the ISO OATT, provided that NTD shall only connect the facilities of such entity (the "Elective Transmission Upgrade Applicant") upon satisfaction of the following conditions:

(i) The Elective Transmission Upgrade Applicant shall enter into an Interconnection Agreement with the affected PTO(s) and NTD and, to the extent necessary and appropriate, enter into support agreements with the affected PTO(s) and NTD, provided that the Elective Transmission Upgrade Applicant may request, upon providing the security, credit assurances, and/or deposits required by the affected PTO, the filing with the Commission by NTD and/or affected PTOs of unexecuted Interconnection Agreements and support agreements.

(ii) 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 NTD 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.

(iii) The Elective Transmission Upgrade Applicant shall be responsible for 100% of all of the costs of said upgrade and of any additions to or modifications of the Transmission Facilities 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 FERC in the appropriate proceeding.

2.06 **Review of Transmission Plans.** NTD shall submit to the ISO in such form, manner and detail as the ISO may reasonably prescribe: (i) any new or materially changed plans for retirements of or changes in the capacity of such Transmission Facilities rated 69 kV or above or plans for construction of New Transmission Facilities or Transmission Upgrades rated 69 kV or above; and (ii) any new or materially changed plan for any other action to be taken by NTD which may have a significant effect on the stability, reliability or operating characteristics of the Transmission Facilities, the facilities of any Transmission Owner, or the system of a Participant. The ISO shall provide notification of any such NTD submissions to the appropriate Technical Committee(s). Unless prior to the expiration of ninety (90) days, the ISO notifies NTD in writing that it has determined that implementation of the plan will have a significant adverse effect upon the reliability or operating characteristics of the Transmission Facilities, the facilities of any Transmission Owner, or the system of a Participant, NTD shall be free to proceed. If the ISO notifies NTD that implementation of such plan has been determined to have a significant adverse effect upon the reliability or operating characteristics of the Transmission Facilities, the facilities of any Transmission Owner, or the system of a Participant, NTD shall not proceed to implement such plan unless NTD takes such action or constructs such facilities as the ISO determines to be reasonably necessary to avoid such adverse effect.

2.07 **Condemnation.** If, at any time, any Governmental Authority commences any process to acquire any Transmission Facilities or any other interest in Transmission Facilities then held by NTD through condemnation or otherwise through the power of eminent domain, (i) NTD shall provide the ISO with written notice of such process, (ii) NTD shall, at its cost, direct any litigation or proceeding regarding such condemnation or eminent domain matter, (iii) NTD shall have the right to settle any such proceeding without the consent of the ISO, and (iv) any award in condemnation or eminent domain shall be paid to NTD without any claim to such award by the ISO.

ARTICLE III
OPERATING AUTHORITY

3.01 **Grant of Operating Authority.** Subject to the terms set forth in this Agreement, including Article III and Article X hereof, NTD hereby authorizes the ISO, through its officers, employees, consultants, independent contractors and other personnel, to exercise Operating Authority over the Transmission Facilities once they are placed in service, including provision of Transmission Service over the Transmission Facilities under the TOA and ISO OATT, and the ISO hereby agrees to assume and exercise Operating Authority over the Transmission Facilities in accordance with the TOA once they are placed in service. Coincident with the NTD's Transmission Facilities being placed in service or the acquisition of operational Transmission Facilities, the NTD shall execute the TOA pursuant to Section 10.05 hereof, list such Transmission Facilities under the TOA and, by doing so, authorize the ISO to exercise Operating Authority over such Transmission Facilities via the TOA.

3.02 **[reserved]**

3.03 **Transmission Services and OATT Administration.**

(a) The ISO shall administer the ISO OATT in the manner specified in this Section 3.03. The ISO's OATT administration responsibilities shall include those enumerated below:

(i) The ISO shall receive, post on OASIS as required by Commission regulations, and respond to requests by Large Generating Facilities and Small Generating Facilities to be interconnected under the ISO OATT, and all Transmission Service. Except as provided in Section 3.03(a)(ii), the ISO shall perform the system impact studies and facilities studies (and execute and administer agreements for such studies) in connection with such requests to the Administered Transmission System. Notwithstanding the foregoing, (A) the ISO shall consult with NTD prior to completion of system impact studies and facilities studies in connection with requests that affect the Transmission Facilities and distribution facilities and shall include in any such studies NTD's reasonable estimates of the costs of upgrades to the Transmission Facilities needed to implement the conclusions of such studies and NTD's reasonable anticipated schedule for the construction of such upgrades; (B) nothing in this Agreement shall preclude the ISO from entering into a separate agreement(s) with NTD for such studies, pursuant to the ISO's supervision and the ISO's authority to require modifications to such studies, to perform system impact studies and facilities studies; (C) except as provided in Section 3.03(a)(ii) with respect to interconnection of Generating Units that would not have an impact on facilities used for the provision of regional transmission service, nothing in this Agreement 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 the ISO OATT (including procedures governing the treatment of confidential information) and provided that such studies performed by any third party consultant must include NTD's reasonable estimates of the costs of upgrades to such Transmission Facilities needed to implement the conclusions of such studies and NTD's reasonable anticipated schedule for the construction of such upgrades; and (D) NTD shall, upon request by the ISO, conduct any necessary studies related to the Transmission Facilities, including system impact studies and facilities studies, and shall assist in the performance of any such studies, including the provision of information and data in accordance with Section 11.07 of this Agreement.

(ii) The ISO shall review applications for Transmission Service or requests for the interconnection of Large Generating Facilities and Small Generating Facilities to be interconnected to a Transmission Facility to determine whether the service or interconnection would have an impact on facilities used for the provision of regional transmission service. If so, and the interconnection is to a Transmission Facility, the ISO will perform a system impact study and facilities study, as necessary to address the impacts on facilities used for the provision of regional transmission service.

(iii) The ISO shall operate and maintain the OASIS (or a successor system) as required by FERC. NTD shall provide updates to the NTD-specific pages on the OASIS site, subject to the ISO's review of such updates. The ISO shall have the authority to direct any changes to such NTD-specific pages that it deems appropriate to conform to FERC requirements and the terms and conditions of the ISO OATT.

(b) Notwithstanding Section 3.03(a), retail load customers requesting to interconnect with the Transmission Facilities of NTD shall submit service requests to NTD. Such service requests submitted to the ISO shall be forwarded to NTD. NTD shall execute and administer the agreements, and shall be responsible for billing, collections, dispute resolution and the performance of system impact studies and facilities studies, in coordination with the ISO as necessary, in connection with such requests.

(c) Transmission Service Agreements. The ISO and NTD shall enter into all agreements for Transmission Service over the Transmission Facilities; provided that:

(i) A pro forma regional transmission service agreement (or service agreements) shall be attached to the ISO OATT and such pro forma service agreement(s) shall set forth the respective rights and responsibilities of the Transmission Customer, the ISO, the PTOs and NTD. The ISO shall have the authority, pursuant to Section 205 of the Federal Power Act, to amend the pro forma service agreement(s) or the Market Participant Service Agreement ("MPSA") or executed service agreements related to the terms and conditions of regional Transmission Service.

(ii) The ISO shall be responsible for filing with the FERC, or electronically reporting to the FERC as applicable, all new agreements for Transmission Service over the Transmission Facilities. In the event of any dispute between the ISO or NTD and a Transmission Customer concerning the terms and conditions of such service agreements, the ISO shall file an unexecuted copy of the pro forma service agreement set forth in the ISO OATT and shall include in such filing any statement provided by NTD, affected PTO(s) and the Transmission Customers concerning their respective positions on any proposed changes or additions to the pro forma service agreement.

3.04 **Application Authority.**

(a) NTD shall have the authority to submit filings under Section 205 of the Federal Power Act to establish and to revise (pursuant to an NTD rate schedule filed under Schedules 13, ~~or~~ 14, or 14A, as applicable, of the ISO OATT):

(i) charges for costs permitted to be recovered under Sections 4.3, ~~and~~ 4A, and 16 of Attachment K to the ISO OATT;

(ii) once its project is listed as “Proposed” in the RSP Project List, charges for the costs of Commission-approved construction work in process; and

(iii) once its project is listed as “Proposed” in the RSP Project List, any rates, charges, terms or conditions for transmission services that are based solely on the revenue requirements of the Transmission Facilities (including Transmission Facilities leased to NTD or to which NTD has contractual entitlements).

NTD shall not have the authority to revise such rates, terms and conditions in a manner that would abridge the rights granted to the ISO in Section 3.04(b). NTD shall provide written notification to the ISO and stakeholders of any filing described in sub-paragraph (i) through (iv), above, which notification shall include a detailed description of the filing, at least 30 days in advance of a filing. NTD shall consult with interested stakeholders upon request. NTD shall retain the right to modify aspects of any filing authorized by this Section 3.04(a) after it provides written notification to the ISO and stakeholders, and shall provide notification to the ISO and stakeholders of any material modification to such filings.

With respect to any filing described in sub-paragraph (iii) above, NTD shall include in any filing a statement that, in the good faith judgment of NTD, the proposal will not be inconsistent with the design of the New England Markets, as accepted or approved by FERC. In the event the ISO believes that a proposed filing described in sub-paragraph (iii) above, would have such an inconsistency, it shall so advise NTD and NTD and the ISO shall consult in good faith to resolve any ISO concerns, but, if such disagreement cannot be resolved, NTD may submit a filing under Section 205, provided that NTD’s filing (including the transmittal letter for such filing) to FERC shall include any written statement provided by the ISO setting forth the basis for the ISO’s concerns.

NTD shall consult with the ISO to determine whether the ISO will need to make any software modifications in order to implement any filing authorized by this Section 3.04(a) and when any needed software modifications could reasonably be expected to be implemented. NTD’s filing to FERC (and the transmittal letter for such a filing) shall include any written statement provided by the ISO setting forth the basis for any software-related implementation concerns raised by the ISO. The ISO shall make Commercially Reasonable Efforts to implement any needed software modifications by the effective date accepted by the FERC for a filing authorized by this Section 3.04(a), provided that, if the ISO has exercised such Commercially Reasonable Efforts, a failure to implement needed software modifications by the FERC-accepted effective date shall not constitute an event of default by the ISO under this Agreement or subject the ISO to financial damages, and further provided that the ISO shall run retroactive settlements consistent with the FERC-accepted effective date for a filing authorized by this Section 3.04(a) once such software modifications have been implemented.

(b) The ISO has the authority to submit filings under Section 205 of the Federal Power Act as set forth in the TOA.

(c) NTD shall have no authority to submit a filing under Section 205 of the Federal Power Act to modify any provision of the ISO OATT that implements any of the items listed in Section 3.04(b) of the TOA.

3.05 **<u>The ISO's Responsibilities</u>.**

(a) In addition to its other obligations under this Agreement, in performing its obligations and responsibilities hereunder, and in accordance with Good Utility Practice, the ISO shall:

(i) maintain system reliability; and

(ii) in all material respects, act in accordance with applicable Laws and conform to, and implement, all applicable reliability criteria, policies, standards, rules, regulations, orders, license requirements and all other applicable NERC/NPCC Requirements, and other applicable reliability organizations' reliability rules, and all applicable requirements of federal or state laws or regulatory authorities.

(b) The ISO shall obtain and retain all necessary authorizations of FERC and other regulatory authorities to function as the New England RTO and shall possess the characteristics and perform the functions required for that purpose.

3.06 **<u>NTD's Responsibilities</u>.**

(a) NTD shall, in accordance with Good Utility Practice:

(i) collaborate with the ISO with respect to:

(A) the development of Rating Procedures,

(B) the establishment of ratings for New Transmission Facilities;

(C) the establishment of ratings for Acquired Transmission Facilities that do not have an existing rating; and

(D) the establishment of any changes to existing ratings for Transmission Facilities in effect as of the Operations Date.

To the extent there is any disagreement between the ISO and NTD concerning Rating Procedures or the rating of a Transmission Facility, such disagreement shall be the subject of good faith negotiations between NTD and the ISO, provided that (x) NTD's position concerning such Rating Procedures or Transmission Facility ratings shall govern until NTD and the ISO agree on a resolution to such disagreement; and (y) nothing in this Section 3.06(a)(iv) shall limit the rights of the ISO or of NTD to submit a filing under Section 206 of the Federal Power Act with respect to Transmission Facility ratings or Rating Procedures. During any collaboration or discussions concerning Transmission Facility ratings, NTD shall continue to provide the ISO with up-to-date ratings information in accordance with the applicable Rating Procedures.

(ii) cooperate with actions taken by PTOs' Local Control Centers with respect to the Transmission Facilities; and

(iii) in all material respects, comply with all applicable laws, regulations, orders and license requirements, and with all applicable requirements, and with all applicable NERC/NPCC Requirements, other applicable reliability organizations' local reliability rules, and all applicable requirements of federal or state laws or regulatory authorities.

3.07 **Reserved Rights of NTD**.

(a) Notwithstanding any other provision of this Agreement to the contrary, NTD shall retain all of the rights set forth in this Section 3.07; provided, however, that such rights shall be exercised in a manner consistent with applicable NERC/NPCC Requirements and applicable regulatory standards. This Section 3.07 is not intended to reduce or limit any other rights of NTD as a signatory to this Agreement or under the ISO OATT.

(i) Nothing in this Agreement shall restrict any rights: (A) of NTD if it is a party to a merger, acquisition or other restructuring transaction to make filings under Section 205 of the Federal Power Act with respect to NTD's reallocation or redistribution of revenues or the assignment of such NTD's rights or obligations, to the extent the Federal Power Act requires such filings; or (B) of NTD to terminate its participation in this Agreement pursuant to Article X of this Agreement.

(ii) Except as expressly provided in the grant of Operating Authority to the ISO, NTD retains all rights that it otherwise has incident to its ownership of, and legal and equitable title to, its assets, including its Transmission Facilities and all land and land rights, including the right to build, acquire, sell, lease, merge, dispose of, retire, use as security, or otherwise transfer or convey all or any part of its assets, subject to NTD's compliance with Section 2.06 of this Agreement. Subject to Article X, NTD may, directly or indirectly, by merger, sale, conveyance, consolidation, recapitalization, operation of law, or otherwise, transfer all or any portion of the Transmission Facilities subject to this Agreement but only if such transferee or successors shall agree in writing to be bound by terms of this Agreement.

(iii) NTD shall have the right to adopt and implement, consistent with Good Utility Practice, procedures and to take such actions it deems necessary to protect its facilities from physical damage or to prevent injury or damage to persons or property.

(iv) NTD retains the right to take whatever actions, consistent with Good Utility Practice, it deems necessary to fulfill its obligations under applicable Law.

(v) Nothing in this Agreement shall be construed as limiting in any way the rights of NTD to make any filing with any applicable state or local regulatory authority.

(vi) NTD shall have the right to retain one or more subcontractors to perform any or all of its obligations under this Agreement. The retention of a subcontractor pursuant to the terms of this Section 3.07 shall not relieve NTD of its primary liability for the performance of any of its obligations under this Agreement.

(b) Any and all other rights and responsibilities of NTD related to the ownership or operation of its Transmission Facilities not expressly assigned to the ISO under this Agreement will remain with NTD.

(c) Nothing in this Agreement shall be deemed to impair or infringe on any rights or obligations of NTD under the Federal Power Act and FERC's rules and regulations thereunder, provided that any such rights are not inconsistent with the express terms of this Agreement. Nothing contained in this Agreement shall be construed to limit in any way the right of NTD to take any position, including opposing positions, in any administrative or judicial proceeding or filing by NTD or the ISO, notwithstanding that such proceeding or filing may be undertaken or made, explicitly or implicitly, pursuant to this Agreement.

3.08 **[reserved]**

3.09 **[reserved]**

3.10 **Invoicing, Collection and Disbursement of Payments.**

(a) Invoicing. Except as provided in Section 3.10(a)(ii), the ISO will administer its current net settlement system, including invoicing of charges to Transmission Customers for Transmission Services on the Transmission Facilities as follows:

(i) The charges invoiced by the ISO on behalf of NTD shall include the following (each, an "Invoiced Amount"):

(A) all charges listed in NTD's Commission-accepted rate schedule under Schedules 13, ~~and~~ 14, and 14A of the ISO OATT; and

(B) any and all rates, charges, fees and/or penalties under interconnection agreements which have been filed with and accepted by FERC, other than amounts billed directly by NTD pursuant to Section 3.10(a)(ii) below.

(ii) Payments relating to all services provided by NTD outside of Schedules 13~~, and~~ 14, and 14A that provide for payment to NTD, and any other payments shall be invoiced by NTD and shall not be invoiced by the ISO; provided that, notwithstanding the foregoing, NTD and the ISO may enter into separate agreements such that the ISO provides invoicing services for such payments.

(iii) The ISO shall remit or credit to NTD, consistent with the ISO Tariff and the net settlement system, any and all payments received or collected from Transmission Customers for Invoiced Amounts in accordance with this Agreement. NTD shall designate (and notify the ISO of the identity of) a single authorized individual to provide such directions to the ISO. This individual shall also respond to any ISO questions or requests for clarification concerning such directions; provided that the ISO shall be able to rely upon the direction of the designated individual unless and until it receives notification from NTD or from a Governmental Authority of reversal of such direction by any Governmental Authority with jurisdiction over this Agreement.

(b) The ISO's Collection Obligations and Application of Financial Assurances Policies. If a Transmission Customer defaults on any payment of any Invoiced Amount (the "Owed Amounts"), the ISO shall take all necessary actions to execute or call upon any Financial Assurances held by the ISO attributable to such Transmission Customer.

(c) No Pledge of Invoiced Amounts. The ISO shall not create, incur, assume or suffer to exist any lien, pledge, security interest or other change or encumbrance, or any other type of preferential arrangement (including a banker's right of set off) against any Invoiced Amounts, any accounts receivables representing Invoiced Amounts, the settlement account maintained by the ISO into which payments on Invoiced Amounts are made and from which remittances are made to NTD or any Financial Assurances.

3.11 **Subcontractors.** NTD acknowledges and agrees that, subject to the terms set forth herein, the ISO has the right to retain one or more subcontractors to perform any or all of its obligations under this Agreement. The retention of a subcontractor pursuant to the terms of this Section 3.11 shall not relieve the ISO of its primary liability for the performance of any of its obligations under this Agreement.

3.12 **No Impairment of the ISO's Other Legal Rights and Obligations.** Nothing in this Agreement shall be deemed to impair or infringe on any rights or obligations of the ISO under the Federal Power Act and FERC's rules and regulations thereunder, including the ISO's rights and obligations to submit filings to recover its administrative, capital, and other costs.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.01 **Representations and Warranties of NTD.** NTD represents and warrants to the ISO as follows:

(a) Organization. It is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Authorization. It has all requisite power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance by NTD of this Agreement have been duly authorized by all necessary and appropriate action on the part of NTD; and this Agreement has been duly and validly executed and delivered by NTD and constitutes the legal, valid and binding obligations of NTD, enforceable against NTD in accordance with its terms.

(c) No Breach. The execution, delivery and performance by NTD of this Agreement will not result in a breach of any terms, provisions or conditions of any agreement to which NTD is a party which breach has a reasonable likelihood of materially and adversely affecting NTD's performance under this Agreement.

4.02 **Representations and Warranties of the ISO.** The ISO represents and warrants to NTD as follows:

(a) Organization. It is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Authorization. It has all requisite power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance by the ISO of this Agreement have been duly authorized by all necessary and appropriate action on the part of the ISO; and this Agreement has been duly and validly executed and delivered by the ISO and constitutes the legal, valid and binding obligation of the ISO, enforceable against the ISO in accordance with its terms.

(c) No Breach. The execution, delivery and performance by the ISO of this Agreement will not result in a breach of any of the terms, provisions or conditions of any agreement to which the ISO is a party which breach has a reasonable likelihood of materially and adversely affecting the ISO's performance under this Agreement.

ARTICLE V
COVENANTS OF NTD

5.01 **Covenants of NTD.** NTD covenants and agrees that during (i) the Term, or (ii) the period expressly specified herein, as applicable, NTD shall comply with all covenants and provisions of this Article V, except to the extent the ISO waives such covenants or performance is excused pursuant to Section 11.11(b).

5.02 **[reserved]**

5.03 **Expenses.** Except to the extent specifically provided herein, all costs and expenses incurred by NTD in connection with the negotiation of this Agreement shall be borne by NTD; provided that nothing herein shall prevent NTD from recovering such expenses in accordance with applicable law.

5.04 **Consents and Approvals.**

(a) NTD shall exercise Commercially Reasonable Efforts to promptly prepare and file all necessary documentation to effect all necessary applications, notices, petitions, filings and other documents, and shall exercise Commercially Reasonable Efforts to obtain (and will cooperate with each other in obtaining) any consent, acquiescence, authorization, order or approval of, or any exemption or nonopposition by, any Governmental Authority required to be obtained or made by NTD in connection with this Agreement or the taking of any action contemplated by this Agreement.

(b) NTD shall exercise Commercially Reasonable Efforts to obtain consents of all other third parties necessary to the performance of this Agreement by NTD. NTD shall promptly notify the ISO of any failure to obtain any such consents and, if requested by the ISO, shall provide copies of all such consents obtained by NTD.

(c) Nothing in this Section 5.04 shall require NTD to pay any sums to a third party, including any Governmental Authority, excluding filing fees paid to any Governmental Authority in connection with a filing necessary or appropriate to further action.

5.05 **Notice and Cure.** NTD shall notify the ISO in writing of, and contemporaneously provide the ISO with true and complete copies of any and all information or documents relating to, any event, transaction or circumstance, as soon as practicable after it becomes Known to NTD, that causes or shall cause any covenant or agreement of NTD under this Agreement to be breached or that renders or shall render untrue any representation or warranty of NTD contained in this Agreement as if the same were made on or as of the date of such event, transaction or circumstance. NTD shall use all Commercially Reasonable Efforts to cure such event, transaction or circumstance as soon as practicable after it becomes Known to NTD. No notice given pursuant to this Section 5.05 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any condition contained herein or shall in any way limit the ISO's right to seek indemnity under Article IX.

ARTICLE VI
COVENANTS OF THE ISO

6.01 **Covenants of the ISO.** The ISO covenants and agrees that during (i) the Term, or (ii) the period expressly specified herein, as applicable, the ISO shall comply with all covenants and provisions of this Article VI, except to the extent the Parties consent in writing to a waiver of such covenants or performance is excused pursuant to Section 11.11(b).

6.02 **[reserved]**

6.03 **Expenses.** Except to the extent specifically provided herein, all costs and expenses incurred by the ISO in connection with the negotiation of this Agreement shall be borne by the ISO; provided that nothing herein shall prevent the ISO from recovering such expenses in accordance with applicable law.

6.04 **[reserved]**

6.05 **Notice and Cure.** The ISO shall notify NTD in writing of, and contemporaneously shall provide NTD with true and complete copies of any and all information or documents relating to, any event, transaction or circumstance, as soon as practicable after it becomes Known to the ISO, that causes or shall cause any covenant or agreement of the ISO under this Agreement to be breached or that renders or shall render untrue any representation or warranty of the ISO contained in this Agreement as if the same were made on or as of the date of such event, transaction or circumstance. The ISO shall use all Commercially Reasonable Efforts to cure such event, transaction or circumstance as soon as practicable after it becomes Known to the ISO. No notice given pursuant to this Section 6.05 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any condition contained herein or shall in any way limit any right of NTD to seek indemnity under Article IX.

ARTICLE VII
TAX MATTERS

7.01 **Responsibility for NTD Taxes.** NTD shall prepare and file all Tax Returns and other filings related to its Transmission Business and Transmission Facilities and pay any Tax liabilities related to its Transmission Business and Transmission Facilities. The ISO shall not be responsible for, or required to file, any Tax Returns or other reports for NTD and shall have no liability for any Taxes related to NTD's Transmission Business or Transmission Facilities. The ISO and NTD hereby agree that, for tax purposes, the Transmission Facilities shall be deemed to be owned by NTD.

7.02 **Responsibility for ISO Taxes.** The ISO shall prepare and file all Tax Returns and other filings related to its operations and pay any Tax liabilities related to its operations. NTD shall not be responsible for, or required to, file any Tax Returns or other reports for the ISO and shall have no liability for any Taxes related to the ISO's operations.

ARTICLE VIII
RELIANCE; SURVIVAL OF AGREEMENTS

8.01 **Reliance; Survival of Agreements.** Notwithstanding any right of any Party (whether or not exercised) to investigate the accuracy of any of the matters subject to indemnification by any other Party contained in this Agreement, each of the Parties has the right to rely fully upon the representations, warranties, covenants and agreements of the other Party contained in this Agreement. The provisions of Sections 11.01, 11.07, 11.11 and 11.15 and Articles VII and IX shall survive the termination of this

Agreement. With regard to Section 3.10 of this Agreement, the ISO will perform final billing consistent with Section 3.10 of this Agreement for all services provided until the Termination Date.

ARTICLE IX
INSURANCE; LIMITATION OF LIABILITIES

9.01 **Hold Harmless**. NTD will indemnify and hold harmless all affected PTOs from any and all liability (except for that stemming from an affected PTO's negligence, gross negligence or willful misconduct), resulting from the NTD's failure to timely complete (based on the milestone provisions contained in the ISO OATT) a Reliability Transmission Upgrade (as defined in the ISO OATT) that the NTD was chosen in the Regional System Plan to construct. As used herein, an "affected PTO" is one that would be subject to penalties assessed by NERC or FERC or adverse regulatory orders or monetary claims or damages due to the NTD's failure to timely complete the Reliability Transmission Upgrade.

9.02 – 9.04 **[Reserved]**

9.05 **Insurance.**

(a) NTD will maintain property insurance on its Transmission Facilities and liability insurance in accordance with good utility practice.

(b) All insurance required under this Section 9.05 by outside insurers shall be maintained with insurers qualified to insure the obligations or liabilities under this Agreement and having a Best's rating of at least B+ VIII (or an equivalent Best's rating from time to time of B+ VIII), or in the event that from time to time Best's ratings are no longer issued with respect to insurers, a comparable rating by a nationally recognized rating service or such other insurers as may be agreed upon by the Parties.

(c) Upon execution of this Agreement, and when requested thereafter, NTD shall furnish the ISO with certificates of all such insurance policies setting forth the amounts of coverage, policy numbers, and date of expiration for such insurance in conformity with the requirements of this Agreement.

9.06 **Liability.**

(a) Neither Party shall be liable to the other Party for any incidental, indirect, special, exemplary, punitive or consequential damages, including lost revenues or profits, even if such damages are foreseeable or the damaged Party has advised such Party of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy.

(b) Nothing in this Agreement shall be deemed to affect the right of the ISO to recover its costs due to liability under this Article IX through the ISO Participants Agreement or the ISO Administrative Tariff.

ARTICLE X

<u>TERM; DEFAULT AND TERMINATION</u>

10.01 **<u>Term; Termination Date</u>.**

(a) **<u>Term</u>.** Subject to the terms set forth in this Section 10.01, the term of this Agreement (the "<u>Term</u>") shall commence on the Effective Date and shall continue in force until terminated pursuant to Article X hereof. The date of such termination shall be referred to herein as the "Termination Date."

(b) **<u>Termination by NTD</u>.** NTD may terminate this Agreement:

(i) upon no less than 180 day's prior notice to the ISO; or

(ii) upon an ISO event of default in accordance with Section 10.03(a), provided that NTD shall exercise this right in accordance with Section 10.03(b)(i).

(c) **<u>Termination By the ISO</u>.** By notice to NTD, the ISO may terminate its obligations under this Agreement:

(i) upon the withdrawal of one or more PTOs from the Transmission Operating Agreement and the ISO has given notice to the PTOs that it is terminating the Transmission Operating Agreement pursuant to Section 10.01(c)(i) thereof;

(ii) if FERC issues an order putting into effect material changes in the liability and indemnification protections afforded to the ISO under this Agreement or the ISO Tariff;

(iii) if FERC issues an order putting into effect an amendment or modification of this Agreement that materially adversely affects the ISO's ability to carry out its responsibilities under this Agreement, unless the ISO has agreed to such changes in accordance with Section 11.04;

(iv) upon a NTD event of default in accordance with Section 10.04(a), provided that the ISO shall exercise this right in accordance with Section 10.04(b)(i); or

(v) if, within the period of ten years from the Effective Date, no NTD project has been listed by the ISO on the RSP Project List as "Proposed."

(d) Continuing Obligations. The withdrawing or terminating Party shall have the following continuing obligations following withdrawal from this Agreement: All financial obligations incurred and payments applicable to the time period prior to the Termination Date shall be honored by the terminating or withdrawing Party and the other Party in accordance with the terms of this Agreement, and each Party shall remain liable for all obligations arising hereunder prior to the Termination Date.

10.03 **[reserved]**

10.03 **Events of Default of the ISO.**

(a) Events of Default of the ISO. Subject to the terms and conditions of this Section 10.03, the occurrence of any of the following events shall constitute an event of default of the ISO under this Agreement:

(i) Failure by the ISO to perform any material obligation set forth in this Agreement and continuation of such failure for longer than thirty (30) days after the receipt by the ISO of written notice of such failure from NTD; provided, however, that if the ISO is diligently pursuing a remedy during such thirty (30) day period, said cure period shall be extended for an additional thirty (30) days or as otherwise agreed by NTD;

(ii) If there is a dispute between the ISO and NTD as to whether the ISO has failed to perform a material obligation, the cure period(s) provided in Section 10.03(a)(i) above shall run from the point at which a finding of failure to perform has been made by a Governmental Authority;

(iii) Any attempt (not including consideration of strategic options or entering into exploratory discussions) by the ISO to transfer an interest in, or assign its obligations under, this Agreement, except as otherwise permitted hereunder;

(iv) Failure of the ISO (if it has received the necessary corresponding funds from ISO customers) to pay when due any and all amounts payable to NTD by the ISO as part of the settlement process pursuant to Section 3.10 within three (3) Business Days;

(v) With respect to the ISO, (A) the filing of any petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws, (B) assignment by the ISO for the benefit of creditors; or (C) allowance by the ISO of the appointment of a receiver or trustee of all or a material part of its property if such receiver or trustee is not discharged within thirty (30) days after such appointment.

(b) Remedies for Default. If an event of default by the ISO occurs, NTD shall have the right to avail itself of any or all of the following remedies, all of which shall be cumulative and not exclusive:

(i) To terminate this Agreement in accordance with Section 10.01(b)(ii); provided that if the ISO contests such allegation of an ISO event of default, this Agreement shall remain in effect pending resolution of the dispute, but any applicable notice period shall run during the pendency of the dispute;

(ii) To demand that the ISO shall terminate any right of the ISO, immediately make arrangements for the orderly transfer of the ISO's invoicing and collection functions with respect to NTD and assist NTD or NTD's designee in resuming performance of the functions the later of 20 days from the date of making such demand or the start of the next billing cycle.

10.04 **Events of Default of NTD.**

(a) Events of Default of NTD. Subject to the terms and conditions of this Section 10.04, the occurrence of any of the events listed below shall constitute an event of default of NTD under this Agreement (in each instance, a "NTD Default"):

(i) Failure by NTD to perform any material obligation set forth in this Agreement and continuation of such failure for longer than thirty (30) days after the receipt by NTD of written notice of such failure from the ISO, provided, however, that if NTD is diligently pursuing a remedy during such thirty (30) day period, said cure period shall be extended for an additional thirty (30) days or as otherwise agreed by the ISO and NTD;

(ii) If there is a dispute between NTD and the ISO as to whether NTD has failed to perform a material obligation, the cure period(s) provided in Section 10.04(a)(i) above shall run from the point at which a finding of failure to perform has been made by a Governmental Authority; or

(iii) With respect to NTD, (A) the filing of any petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws, (B) assignment by NTD for the benefit of creditors; or (C) allowance by NTD of the appointment of a receiver or trustee of all or a material part of its property if such receiver or trustee is not discharged within thirty (30) days after such appointment.

(b) Remedies for Default. If an event of default by NTD occurs, the ISO shall have the following remedy: to terminate this Agreement in accordance with Section 10.01(c)(iv); provided that if NTD contests such allegation of an NTD event of default, this Agreement shall remain in effect pending resolution of the dispute, but any applicable notice period shall run during the pendency of the dispute.

10.05 **<u>Transmission Operating Agreement and Disbursement Agreement; Registration.</u>** On the date on which (1) any of the Transmission Facilities or a New Transmission Facility is placed into service or (2) NTD's acquisition of Acquired Transmission Facilities is consummated, whichever occurs earlier:

(a) NTD shall execute and deliver to the ISO a counterpart of the Transmission Operating Agreement as an Additional PTO (as defined therein). Upon such execution and delivery, this Agreement shall terminate automatically.

(b) NTD shall promptly execute a signature page for the Disbursement Agreement and deliver it to the parties thereto and shall become a party to the Disbursement Agreement.

(c) NTD shall register with NPCC as a Transmission Owner [and Transmission Service Provider][under discussion].

ARTICLE XI
MISCELLANEOUS

11.01 **<u>Notices</u>.** Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing and any such communication or notice shall become effective (a) upon personal delivery thereof, including by overnight mail or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of notice by facsimile, upon receipt thereof; <u>provided that</u> such transmission is promptly confirmed by either of the methods set forth in clauses (a) or (b) above, in each case addressed to the relevant party and copy party hereto at its address set forth in <u>Schedule 11.01</u> or at such other address as such party or copy party may from time to time designate by written notice to the other party hereto; <u>further provided</u> that a notice given in connection with this Section 11.01 but received on a day other than a Business Day, or after business hours in the situs of receipt, will be deemed to be received on the next Business Day.

11.02 **<u>Supersession of Prior Agreements</u>.** With respect to the subject matter hereof, this Agreement (together with all schedules and exhibits attached hereto) constitutes the entire agreement and understanding among the Parties with respect to all subjects covered by this Agreement and supersedes all prior discussions, agreements and understandings among the Parties with respect to such matters.

11.03 **<u>Waiver</u>.** Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by a Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, shall be cumulative and not alternative.

11.04 **<u>Amendment; Limitations on Modifications of Agreement</u>.**

(a) This Agreement shall only be subject to modification or amendment by agreement of the Parties and the acceptance of any such amendment by FERC.

(b) In light of the foregoing, the Parties agree that they shall not rely to their detriment on any purported amendment, waiver or other modification of any rights under this Agreement unless the requirements of this Section 11.04 are satisfied and further agree not to assert equitable estoppel or any other equitable theory to prevent enforcement of this provision in any court of law or equity, arbitration or other proceeding.

11.05 **<u>No Third Party Beneficiaries</u>.** Except as provided in Article IX, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary status or rights of action upon any Person or entity whatsoever other than the Parties and nothing contained herein, either express or implied, shall be construed to confer upon any Person or entity other than the Parties any rights of action or remedies either under this Agreement or in any manner whatsoever.

11.06 **<u>No Assignment; Binding Effect</u>.** Neither this Agreement nor any right, interest or obligation hereunder may be assigned by a Party, (including by operation of law) law (an “Assignment”)~~-~~, without the prior written consent of the other Party in its sole discretion and any attempt at Assignment in contravention of this Section 11.06 shall be void, provided, however, that NTD may assign its rights and interests hereunder as security in connection with any financing for the construction or operation of NTD’s Transmission Facilities (a “Collateral Assignment”) without prior written consents or approvals. NTD may assign or transfer any or all of its rights, interests and obligations hereunder upon the transfer of its assets through sale, reorganization, or other transfer, provided that:

(a) NTD's successors and assigns shall agree to be bound by the terms of this Agreement except that NTD's successors and assigns shall not be required to be bound by any obligations hereunder to the extent that NTD has agreed to retain such obligations; and

(b) notwithstanding (a), NTD shall assign or transfer to any new owner of Transmission Facilities subject to this Agreement all of the rights, responsibilities and obligations associated with the physical operation of such Transmission Facilities as well as all of the rights, responsibilities and obligations associated with the ISO's Operating Authority with respect to such Transmission Facilities, further provided that the new owner shall have the right to retain one or more subcontractors to perform any or all of its responsibilities or obligations under this Agreement.

Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective permitted successors and assigns. No Assignment shall be effective until NTD receives all required regulatory approvals for such Assignment.

11.07 **Further Assurances; Information Policy; Access to Records.**

(a) Each Party agrees, upon the other Party's request, to make Commercially Reasonable Efforts to execute and deliver such additional documents and instruments, provide information, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and of the transactions contemplated hereby.

(b) The ISO shall, upon NTD's request, make available to NTD any and all information within the ISO's custody or control that is necessary for NTD to perform its responsibilities and obligations or enforce its rights under this Agreement, provided that such information shall be made available to NTD only to the extent permitted under the ISO Information Policy and subject to any applicable restrictions in the ISO Information Policy, including provisions of the ISO Information Policy governing the confidential treatment of non-public information, and provided further that any NTD employee or employee of NTD's Local Control Center shall comply with such ISO Information Policy and any applicable standards of conduct to prevent the disclosure of such information to any unauthorized Person. Any dispute concerning what information is necessary for NTD to perform its responsibilities and obligations or enforce its right under this Agreement shall be subject to dispute resolution under Section 11.12 of this Agreement.

(c) NTD shall, upon the ISO's request, make available to the ISO any and all information within NTD's custody or control that is necessary for the ISO to perform its responsibilities and obligations or enforce its rights under this Agreement, provided that such information shall be shall be made available to the ISO only to the extent permitted under the ISO Information Policy and subject to any applicable restrictions in the ISO Information Policy, including provisions of the ISO Information Policy governing the confidential treatment of non-public information, and provided further that any ISO employee shall comply with such ISO Information Policy and any applicable standards of conduct to prevent the disclosure of such information to any unauthorized Person. Any dispute concerning what information is necessary for the ISO to perform its responsibilities and obligations or enforce its right under this Agreement shall be subject to dispute resolution under Section 11.12 of this Agreement.

(d) If, in order to properly prepare its Tax Returns, other documents or reports required to be filed with Governmental Authorities or its financial statements or to fulfill its obligations hereunder, it is necessary that the ISO or NTD be furnished with additional information, documents or records not referred to specifically in this Agreement, and such information, documents or records are in the possession or control of the other Party, the other Party shall use its best efforts to furnish or make available such information, documents or records (or copies thereof) at the ISO's or NTD's request, cost and expense. Any information obtained by the ISO or NTD in accordance with this paragraph shall be subject to any applicable provisions of the ISO Information Policy

(e) Notwithstanding anything to the contrary contained in this Section 11.07:

(i) no Party shall be obligated by this Section 11.07 to undertake studies or analyses that such Party would not otherwise be required to undertake or to incur costs outside the normal course of business to obtain information that is not in such Party's custody or control at the time a request for information is made pursuant to this Section 11.07;

(ii) if NTD and the ISO are in an adversarial relationship in litigation or arbitration (other than with respect to litigation or arbitration to enforce this Section 11.07), the furnishing of information, documents or records by the ISO or NTD in accordance with this Section 11.07 shall be subject to applicable rules relating to discovery;

(iii) no Party shall be compelled to provide any privileged and/or confidential documents or information that are attorney work product or subject to the attorney/client privilege; and

(iv) no Party shall be required to take any action that impairs or diminishes its rights under this Agreement or otherwise lessens the value of this Agreement to such Party.

11.08 **Business Day.** Notwithstanding anything herein to the contrary, if the date on which any payment is to be made pursuant to this Agreement is not a Business Day, the payment otherwise payable on such date shall be payable on the next succeeding Business Day with the same force and effect as if made on such scheduled date and, provided such payment is made on such succeeding Business Day, no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

11.09 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware including all matters of construction, validity and performance without regard to the conflicts-of-laws provisions thereof.

11.10 **Consent to Service of Process.** Each of the Parties hereby consents to service of process by registered mail, Federal Express or similar courier at the address to which notices to it are to be given, it being agreed that service in such manner shall constitute valid service upon such Party or its successors or assigns in connection with any such action or proceeding; provided, however, that nothing in this Section 11.10 shall affect the right of any Party or its successors and permitted assigns to serve legal process in any other manner permitted by applicable Law or affect the right of any such Party or its successors and assigns to bring any action or proceeding against the other Party or its property in the courts of other jurisdictions.

11.11 **Force Majeure.** A Party shall not be considered to be in default or breach under this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, except the obligation to pay any amount when due, in consequence of any act of God, labor disturbance, failure of contractors or suppliers of materials (not including as a result of non-payment), act of the public enemy or terrorists, war, invasion, insurrection, riot, fire, storm, flood, ice, explosion, breakage or accident to machinery or equipment or by any other cause or causes (not including a lack of funds or other financial causes) beyond such Party's reasonable control, including any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities. A Party claiming a force majeure event shall use reasonable diligence to remove the condition that prevents performance, except that the settlement of any labor disturbance shall be in the sole judgment of the affected Party.

11.12 **Dispute Resolution.** The Parties agree that any dispute arising under this Agreement shall be the subject of good-faith negotiations among the Parties and affected market participants, if any. Each Party and each affected market participant shall designate one or more representatives with the authority to negotiate the matter in dispute to participate in such negotiations. The Parties and affected market participants shall engage in such good-faith negotiations for a period of not less than 60 calendar days. Notwithstanding the foregoing, any dispute arising under this Agreement may be submitted to arbitration or any other form of alternative dispute resolution upon the agreement of the Parties and all affected market participants to participate in such an alternative dispute resolution process. Nothing in this Agreement shall, however, restrict a Party's right to file a complaint with FERC under the relevant provisions of the Federal Power Act.

11.13 **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) the court holding such provision to be illegal, invalid or unenforceable may in lieu of such provision add as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as it deems appropriate.

11.14 **Headings and Table of Contents.** The headings of the sections of this Agreement and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

11.15 **Liabilities; No Joint Venture.**

(a) The obligations and liabilities of the ISO and NTD arising out of or in connection with this Agreement shall be several, and not joint, and each Party shall be responsible for its own debts, including Taxes. No Party shall have the right or power to bind any other Party to any agreement without the prior written consent of such other Party. The Parties do not intend by this Agreement to create nor does this Agreement constitute a joint venture, association, partnership, corporation or an entity taxable as a corporation or otherwise. No express or implied term, provision or condition of this Agreement shall be deemed to constitute the parties as partners or joint venturers.

(b) To the extent any Party has claims against the other Party, such Party may only look to the assets of the other Party for the enforcement of such claims and may not seek to enforce any claims against the directors, members, officers, employees, affiliates, or agents of such other Party who, each Party acknowledges and agrees, have no liability, personal or otherwise, by reason of their status as directors, members, officers, employees, affiliates, or agents of that Party, with the exception of fraud or willful misconduct.

11.16 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties hereto agree that any document or signature delivered by facsimile transmission shall be deemed an original executed document for all purposes hereof.

11.17 **Effective Date.**

This Agreement shall become effective on the date of execution (the "Effective Date").

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the date written below.

For ISO New England Inc.

Name:_______________________________________

Title:____

Date:____

For [NTD]

Name:_______________________________________

Title:____

Date:____

Schedule 1.01

Schedule of Definitions

Acquired Transmission Facilities. Any transmission facility acquired within the New England Control Area by NTD after the Operations Date that meets the classification standards set forth in Section 2.02(a).

Additional Term. "Additional Term" shall have the meaning ascribed thereto in Section 10.01(a) of this Agreement.

Affiliate. Any person or entity which controls, is controlled by, or is under common control by another person or entity. For purposes of this definition, "control" shall mean the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct the management or policies of a person or entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

Agreement. This Operating Agreement between the ISO and NTD, as it may be amended from time to time.

Ancillary Service. Those services that are necessary to support the transmission of electric capacity and energy from resources to loads while maintaining reliable operation of the transmission system in accordance with Good Utility Practice.

Approved Outages. "Approved Outages" shall have the meaning ascribed thereto in Market Rule 1 of the ISO Tariff.

Best's. The A.M. Best Company.

Business Day. Any day other than a Saturday or Sunday or an ISO holiday, as posted by the ISO on its website.

Commercially Reasonable Efforts. A level of effort which, in the exercise of prudent judgment in the light of facts or circumstances known or which should reasonably be known at the time a decision is made, can be expected by a reasonable person to accomplish the desired result in a manner consistent with Good Utility Practice and which takes the performing party's interests into consideration.

"Commercially Reasonable Efforts" will not be deemed to require a Person to undertake unreasonable measures or measures that have a significant adverse economic affect on such Person, including the payment of sums in excess of amounts that would be expended in the ordinary course of business for the accomplishment of the stated purpose.

Commission. The Federal Energy Regulatory Commission.

Control Area. An electric power system or combination of electric power systems, bounded by metering, to which a common automatic generation control scheme is applied in order to:

(a) 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);

(b) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and applicable NERC/NPCC Requirements; and

(d) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

Coordination Agreement. An agreement between the ISO and the operator(s) of one or more neighboring Control Areas addressing issues including interchange scheduling, operational arrangements, emergency procedures, energy for emergency and reliability needs, the exchange of information among Control Areas, and other aspects of the coordinated operation of the Control Areas.

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

Effective Date. "Effective Date" shall have the meaning ascribed thereto in Section 11.18(a) of this Agreement.

Elective Transmission Upgrade. A Transmission Upgrade constructed by any Person which is not required to be constructed pursuant to any applicable requirement of this Agreement, but which may be subject to applicable requirements set forth in the ISO OATT and this Agreement.

Elective Transmission Upgrade Applicant. "Elective Transmission Upgrade Applicant" shall have the meaning ascribed thereto in Section 2.05 of this Agreement.

Environment. Soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

Environmental Damages. "Environmental Damages" shall mean any cost, damages, expense, liability, obligation or other responsibility arising from or under Environmental Law consisting of or relating to:

(a) any environmental matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);

(b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law;

(c) financial responsibility under Environmental Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment or other remediation or response actions ("Cleanup") required by applicable Environmental Law (whether or not such Cleanup has been required or requested by any Governmental Authority or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective, investigative, or remedial measures required under Environmental Law.

Environmental Laws. Any Law now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of the Environment, health or safety or to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

Excluded Assets. "Excluded Assets" shall have the meaning ascribed thereto in Section 2.04 of this Agreement.

Existing Operating Procedures. "Existing Operating Procedures" shall have the meaning ascribed thereto in Section 3.02(d) of this Agreement.

External Transactions. Interchange transactions between the New England Transmission System and neighboring Control Areas.

FACTS. Flexible AC Transmission Systems.

FERC. The Federal Energy Regulatory Commission.

Final Order. An order issued by a Governmental Authority in a proceeding after all opportunities for rehearing are exhausted (whether or not any appeal thereof is pending) that has not been revised, stayed, enjoined, set aside, annulled or suspended, with respect to which any required waiting period has expired, and as to which all conditions to effectiveness prescribed therein or otherwise by law, regulation or order have been satisfied.

Financial Assurances. "Financial Assurances" shall have the meaning ascribed thereto in Section 3.10(b) of this Agreement.

FPA. The Federal Power Act.

FTR. A Financial Transmission Right, as defined in the ISO OATT.

Generally Accepted Accounting Principles. The widely accepted set of rules, conventions, standards, and procedures for reporting financial information, as established by the Financial Accounting Standards Board.

Generating Unit. A device for the production of electricity.

Good Utility Practice. 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.

Governmental Authority. The government of any nation, state or other political subdivision thereof, including any entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government, not including NTD or the ISO.

Hazardous Materials. Any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

Indemnifiable Loss. "Indemnifiable Loss" shall have the meaning ascribed thereto in Section 9.01(a)(i) of this Agreement.

Indemnifying Party. "Indemnifying Party" shall have the meaning ascribed thereto in Section 9.02 of this Agreement.

Indemnitee. "Indemnitee" shall have the meaning ascribed thereto in Section 9.02 of this Agreement.

Interconnection Agreement. An agreement or agreements for the interconnection of any entity to the Transmission Facilities of NTD.

Interconnection Standard. The applicable interconnection standards set forth in the ISO OATT.

Invoiced Amount. "Invoiced Amount" shall have the meaning ascribed thereto in Section 3.10(a)(i) of the Agreement.

ISO. ISO New England Inc., the RTO for New England authorized by the Federal Energy Regulatory Commission to exercise the functions required pursuant to FERC's Order No. 2000 and FERC's corresponding regulations.

ISO Control Center. The primary control center established by the ISO for the exercise of its Operating Authority and the performance of functions as an RTO.

ISO Information Policy. The information policy set forth in the ISO OATT.

ISO-NE. ISO New England Inc.

ISO OATT. The ISO Open Access Transmission Tariff, as in effect from time to time.

ISO Participants Agreement. The agreement among the ISO and stakeholder participants addressing, inter alia, the stakeholder process for the ISO.

ISO Planning Process. The process set forth in the ISO OATT, for the coordinated planning and expansion of the New England Transmission System with provision for the participation of all state regulatory authorities with jurisdiction over retail rates in the ISO region acceptable to those authorities, which process shall be subject to certain terms and conditions set forth in Schedule 3.09(a).

ISO System Plan. The "Regional System Plan" as defined in the ISO OATT.

ISO Tariff. The ISO Transmission, Markets and Services Tariff, as amended from time to time, on file with FERC.

Large Generating Facility. "Large Generating Facility" shall have the meaning ascribed thereto in the ISO OATT.

Law. Any federal, state, local or foreign statute, law, ordinance, regulation, rule, code, order, other requirement or rule of law.

Load Shedding. The systematic reduction of system demand by temporarily decreasing load.

Market Monitoring Unit. Any market monitoring unit established by the ISO, including any internal market monitoring unit of the ISO and any independent market monitoring unit of the ISO.

Market Participant Service Agreement. The agreement among the ISO and market participants addressing, inter alia, the requirements for participating in the New England Markets.

Market Rules. The rules describing how the New England Markets are administered.

Merchant Facility. A transmission facility constructed by an entity that assumes all market risks associated with the recovery of costs for the facility and whose costs are not recovered through traditional cost-of-service based rates, but instead are recovered either through negotiated agreements with customers or through market revenues.

NTD Category A Facilities. Those transmission facilities listed in Schedule 2.01(a) of the Agreement, as that list may be modified from time to time in accordance with the terms of this Agreement.

NTD Category B Facilities. Those transmission facilities listed in Schedule 2.01(b) of the Agreement, as that list may be modified from time to time in accordance with the terms of this Agreement.

NTD Local Area Facilities. "Local Area Facilities" shall have the meaning ascribed thereto in Section 2.01 of this Agreement.

NTD Local Restoration Plan. The restoration plan developed by NTD with respect to the Transmission Facilities.

NERC. The North American Electric Reliability Corporation.

NERC/NPCC Requirements. NPCC criteria, guides, and procedures, NERC reliability standards, and NERC operating policies and planning standards (until such time as they are replaced by NERC reliability standards) and any successor documents.

New England Control Area. The Control Area consisting of the interconnected electric power system or combination of electric power systems in the geographic region consisting of Vermont, New Hampshire, Maine, Massachusetts, Connecticut and Rhode Island.

New England Markets. Markets or programs (including congestion pricing and design and implementation of FTRs) for the purchase of energy, capacity, ancillary services, demand response services or other related products or services that are offered in the New England Control Area and that are administered by the ISO pursuant to rules, rates, or agreements on file from time to time with the Commission.

New England Transmission System. The system comprised of the transmission facilities over which the ISO has operational jurisdiction, including the Transmission Facilities of NTD and the PTOs and the transmission system of any ITC formed pursuant to Attachment M to the ISO OATT.

New Transmission Facility. Any new transmission facility constructed within the New England Transmission System that is owned by NTD and that goes into commercial operation after the Effective Date. For the avoidance of doubt, in the case of a high-voltage, direct-current system, a New Transmission Facility shall include the transmission cable and the AC/DC converter stations as a single project.

Non-PTF. "Non-PTF" shall have the meaning ascribed thereto in the ISO OATT.

NPCC. The Northeast Power Coordinating Council.

OASIS. The Open Access Same-Time Information System of the ISO.

Operating Authority. "Operating Authority" shall have the meaning ascribed thereto in the TOA.

Operating Limits. The transfer limits for a transmission interface or generation facility.

Operating Procedures. The operating manuals, procedures, and protocols relating to the exercise of Operating Authority over the Transmission Facilities, as such manuals, procedures, and protocols may be modified from time to time in accordance with this Agreement.

Order 2000. FERC's Order No. 2000, *i.e.*, *Regional Transmission Organizations*, Order No. 2000, 65 Fed. Reg. 809 (January 6, 2000), FERC Stats. & Regs. ¶31,089 (1999), *order on reh'g*, Order No. 2000-A, 65 Fed. Reg. 12,088 (March 8, 2000), FERC Stats. & Regs. ¶31,092 (2000), *petitions for review dismissed sub nom.*, Public Utility District No. 1 of Snohomish County, Washington v. FERC, 272 F.3d 607 . (D.C. Cir. 2001).

Owed Amounts. "Owed Amounts" shall have the meaning ascribed thereto in Section 3.10(c) of this Agreement.

PARS. Phase angle regulators.

Participant. A participant in the New England Markets, Transmission Customer, or other entity that has entered into the ISO Participants Agreement.

Participants Committee. "Participants Committee" shall mean the stakeholder participants committee established pursuant to the ISO Participants Agreement.

Party or Parties. A "Party" shall mean the ISO or NTD, as the context requires. "Parties" shall mean NTD and the ISO.

Person. An individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, government or any department or agency thereof, or any other entity.

Planned Outages. "Planned Outages" shall have the meaning ascribed thereto in Market Rule 1 of the ISO Tariff.

Planning Procedures. The manuals, procedures and protocols for planning and expansion of the New England Transmission System, as such manuals, procedures, and protocols may be modified from time to time in accordance with this Agreement.

Prime Rate. The interest rate that commercial banks charge their most creditworthy borrowers, as published in the most recent Wall Street Journal in its "Monday Rates" column.

PTF. "PTF" shall have the meaning ascribed thereto in the ISO OATT.

PTO or Participating Transmission Owner. "PTO" shall have the meaning ascribed thereto in the opening paragraph of the TOA. "Participating Transmission Owner" shall have the same meaning as "PTO."

Rating Procedures. "Rating Procedures" shall have the meaning ascribed thereto in Section 3.02(d) of this Agreement.

Regulation and Frequency Response Service. An Ancillary Service as defined in the ISO OATT.

Reliability Authority. "Reliability Authority" shall have the meaning established by NERC, as such definition may change from time to time, provided such definition of Reliability Authority shall not be inconsistent with the specific rights and responsibilities of the ISO and the PTOs under this Agreement.

Restoration Plans. The System Restoration Plan, all PTO Local Restoration Plans and the NTD Local Restoration Plan.

RSP Project List. "RSP Project List" shall have the meaning ascribed thereto in the ISO OATT.

RTO. An independent entity that complies with Order No. 2000 and FERC's corresponding regulations (or an entity that complies with all such requirements except for the scope and regional configuration requirements), as determined by the FERC.

Schedule 22 Large Generator Interconnection Agreement. The interconnection agreement included in Schedule 22 of the ISO OATT.

Schedule 23 Small Generator Interconnection Agreement. The interconnection agreement included in Schedule 23 of the ISO OATT.

Scheduled Outages. "Scheduled Outages" shall have the meaning ascribed thereto in Market Rule 1 of the ISO Tariff.

Small Generating Facility. "Small Generating Facility" shall have the meaning ascribed thereto in the ISO OATT.

System Failure. Widespread telecommunication, hardware or software failure or systemic the ISO hardware or software failures that makes it impossible to receive or process bid information, dispatch resources, or exercise Operating Authority over the Transmission Facilities.

Tax or Taxes. All taxes, charges, fees, levies, penalties or other assessments imposed by any United States federal, state or local or foreign taxing authority, including, but not limited to, income, excise, property, sales, transfer, franchise, payroll, withholding, social security or other taxes, including any interest, penalties or additions attributable thereto.

Tax Return. Any return, report, information return, or other document (including any related or supporting information) required to be supplied to any authority with respect to Taxes.

Technical Committees. "Technical Committee" shall mean the stakeholder technical committees established pursuant to the ISO Participants Agreement.

Term. "Term" shall have the meaning ascribed thereto in Section 10.01 of this Agreement.

Third Party. "Third Party" shall have the meaning ascribed thereto in Section 9.01(a) of this Agreement.

Termination Date. "Termination Date" shall have the meaning ascribed thereto in Section 10.01(a) of this Agreement.

TOA. The Transmission Operating Agreement entered into by the ISO and the PTOs, effective February 1, 2005, as it may be amended from time to time.

Transmission Business. The business activities of each PTO related to the ownership, operation and maintenance of its Transmission Facilities.

Transmission Customer. Any entity taking Transmission Service under the ISO OATT.

Transmission Facilities. "Transmission Facilities" shall have the meaning ascribed thereto in Sections 2.01 and 2.02 of this Agreement.

Transmission Owner. "Transmission Owner" shall have the meaning ascribed thereto in the ISO OATT.

Transmission Provider. The ISO, in its capacity as the provider of transmission services over the Transmission Facilities of the PTOs in accordance with FERC's Order No. 2000 and FERC's RTO regulations.

Transmission Service. The non-discriminatory, open access, wholesale transmission services provided to customers by the ISO in accordance with the ISO OATT.

Transmission Upgrade. Any upgrade to an existing Transmission Facility owned by NTD that goes into commercial operation after the Effective Date.

VAR. Volt-Amps Reactive.

Schedule 2.01(a)

Schedule 2.01(b)

Schedule 11.01

NOTICES

ISO New England Inc.

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Telephone: (413) 535-4000
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[NTD]

[Name
Address
Phone:
Fax:]

ATTACHMENT P

SELECTED QUALIFIED TRANSMISSION PROJECT SPONSOR AGREEMENT

Between

ISO NEW ENGLAND~~,~~ INC.

And

____

This Selected Qualified Transmission Project Sponsor Agreement, including the Schedules attached hereto and incorporated herein (collectively, "Agreement") is made and entered into as of the Effective Date between ISO New England~~,~~ Inc. ("ISO-NE" or "the ISO"), and ____________________ ("Selected QTPS"), referred to herein individually as "Party" and collectively as "the Parties."

RECITALS

WHEREAS, in accordance with FERC Order No. 1000 or ~~and~~ Attachment K of the ISO-NE Open Access Transmission Tariff ("OATT"), ISO-NE selects the preferred Phase or Stage Two Solution or Longer-Term Transmission Solution for inclusion in the in the Regional System Plan ("RSP") and/or its Project List;

WHEREAS, the Selected QTPS is a Qualified Transmission Project Sponsor pursuant to Section 4B of Attachment K of the OATT;

WHEREAS, the Selected QTPS has executed the [Transmission Operating Agreement] [Non-Incumbent Developer Transmission Operating Agreement];

WHEREAS, pursuant to Sections 4.3(j), ~~or~~ 4A.9(a), or 16 of Attachment K of the OATT, ISO-NE notified the Selected QTPS that its project has been selected for development;

WHEREAS, pursuant to Sections 4.3(k), ~~or~~ 4A.9(b), or 16 of Attachment K of the OATT, by executing this Agreement the Selected QTPS accepts responsibility to proceed with the Project, and therefore has the obligation to construct the Project; and

NOW, THEREFORE, in consideration of the promises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Selected QTPS and the ISO-NE agree as follows:

1.0 Defined Terms

All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Tariff or in definitions either in the body of this Agreement or its attached Schedules. In the event of any conflict between defined terms set forth in Section I of the Tariff or defined terms in this Agreement, including the Schedules, such conflict will be resolved in favor of the terms as defined in this Agreement.

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.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Selected Qualified Transmission Project Sponsor Agreement.

Breaching Party shall mean a Party that is in Breach of the Selected Qualified Transmission Project Sponsor Agreement.

Commercially Reasonable Efforts shall mean a level of effort which, in the exercise of prudent judgment in the light of facts or circumstances known or which should reasonably be known at the time a decision is made, can be expected by a reasonable person to accomplish the desired result in a manner consistent with Good Utility Practice and which takes the performing party's interests into consideration.

Component In-Service shall mean that a portion (component) of the Project has been placed in commercial operation.

Component In-Service Date shall mean the date that a portion (component) of the Project is placed In-Service.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 8 of the Selected Qualified Transmission Project Sponsor Agreement.

Governmental Authority shall mean the government of any nation, state or other political subdivision thereof, including any entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government.

In-Service shall mean that the Project has been placed in commercial operation.

In-Service Date shall mean the date the Project is placed In-Service.

Project shall mean the Market Efficiency Transmission Upgrade, Reliability Transmission, ~~or~~ Public Policy Upgrade, or Longer-Term Transmission Upgrade included in the Regional System Plan and/or the ISO-NE Project List described in Schedule A of this Agreement.

Required Project In-Service Date is the date the Project is required to: (i) be completed in accordance with the Scope of Work in Schedule A of this Agreement, (ii) is placed In-Service; and; (iii) be under ISO-NE operational dispatch.

Tariff consists of the ISO New England~~,~~ Inc. Transmission, Markets, and Services Tariff.

Article 2 - Effective Date and Term

2.0 Effective Date

This Agreement shall become effective on the date the Agreement has been executed by all Parties, or if this Agreement is required to be filed with FERC for acceptance, upon the date specified by FERC.

2.1 Term

This Agreement shall continue in full force and effect from the Effective Date until: (i) the Selected QTPS has executed the TOA; and (ii) the Project (a) has been completed in accordance with the terms and conditions of this Agreement and (b) meets all relevant required planning criteria, or (iii) the Agreement is terminated pursuant to Article 6 of this Agreement.

Article 3 - Project Construction

3.0 Construction of Project by Selected QTPS

Selected QTPS shall design, engineer, procure, install and construct the Project, including any modifications thereto, in accordance with: (i) the terms of this Agreement, including but not limited to the Scope of Work in Schedule A and the Development Schedule in Schedule B; (ii) applicable reliability principles, guidelines, and standards of the Northeast Power Coordinating Council and the North American Electric Reliability Corporation; (iii) the ISO New England Operating Documents; and (iv) Good Utility Practice. Nothing contained herein shall modify PTOs' rights under the TOA to construct and own upgrades to its existing and affected substation or facilities.

3.1 Milestones

3.1.0 Milestone Dates

Selected QTPS shall meet the milestone dates set forth in the Development Schedule in Schedule B of this Agreement. Milestone dates set forth in Schedule B only may be extended by ISO-NE in writing. ISO-NE reasonably may extend any such milestone date, in the event of delays not caused by the Selected QTPS that could not be remedied by the Selected QTPS through the exercise of due diligence if a corporate officer of the Selected QTPS submits a revised Development Schedule containing revised milestones and showing the Project in full operation no later than the Required Project In-Service Date specified in Schedule B of this Agreement.

3.2 Applicable Technical Requirements and Standards

At the point of interconnection, the applicable technical requirements and standards of the Participating Transmission Owner(s) ("PTO")) to whose facilities the Project will interconnect shall apply to the design, engineering, procurement, construction and installation of the Project. The remaining portion of the Project shall meet applicable industry standards and Good Utility Practice. At a minimum, all new facilities should comply with the current National Electric Safety Code.

3.3 Project Modification

3.3.0 Project Modification

The Scope of Work and Development Schedules (Schedules A and B, respectively), including the milestones therein, may be revised, as required through written consent by the parties. Such modifications may include alterations as necessary and directed by ISO-NE such as modifications resulting from the I.3.9 process or to meet the system condition for which the Project was included in the Regional System Plan.

3.3.1 Consent of ISO-NE to Project Modifications

Selected QTPS may not modify the Project without prior written consent of ISO-NE.

3.4 Project Status Reports

Selected QTPS shall submit to ISO-NE quarterly construction status reports in writing. The reports shall contain, but not be limited to, updates and information related to: (i) current engineering and construction status of the Project; (ii) Project completion percentage, including milestone completion; (iii) current target Project or phase completion date(s); (iv) applicable outage information; and (v) cost expenditures to date and revised projected cost estimates for completion of the Project.

3.5 Exclusive Responsibility of Selected QTPS

Selected QTPS shall be solely responsible for all planning, design, engineering, procurement, construction, installation, management, operations, safety, and compliance with Applicable Laws and Regulations associated with the Project. ISO-NE shall have no responsibility to manage, supervise, or ensure compliance or adequacy of same.

Article 4 – Subcontractor Insurance

4.0 Subcontractor Insurance

In accordance with Good Utility Practice, Selected QTPS shall require each of its subcontractors to maintain and, upon request, provide Selected QTPS evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding and hiring of contractors or subcontractors shall be the Selected QTPS's discretion, but regardless of bonding or the existence or non-existence of insurance, the Selected QTPS shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

Article 5 – Default and Force Majeure

5.0 Events of Default

(a) Subject to the terms and conditions of this Section 5.0, the occurrence of any of the following events shall constitute an event of default of a Party under this Agreement:

(i) Failure by a Party to perform any material obligation set forth in this Agreement, and continuation of such failure for longer than thirty (30) days after the receipt by the non-breaching Party of written notice of such failure; provided, however, that if the breaching Party is diligently pursuing a remedy during such thirty (30) day period, said cure period shall be extended for an additional thirty (30) days or as otherwise agreed by the Parties, provided that such extension ensures that the Project meets the Required Project In-Service Date.

(ii) Failure to perform a material obligation set forth in this Agreement shall include but not be limited to:

a. Any breach of a representation, warranty, or covenant made in this Agreement;
b. Failure to meet a milestone or milestone date set forth in the Development Schedule in Schedule B of this Agreement, or as extended in writing as described in Sections 3.1.0 and 3.3.0 of this Agreement;
c. Assignment of this Agreement in a manner inconsistent with the terms of this Agreement; or
d. Failure of any Party to provide information or data required to be provided to another Party under this Agreement for such other Party to satisfy its obligations under this Agreement.
e. If there is a dispute between the Parties as to whether a Party has failed to perform a material obligation, the cure period(s) provided in Section 5.0(a)(i) above shall run from the point at which a finding of failure to perform has been made by a Governmental Authority.
f. With respect to either Party, (A) the filing of any petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily

taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws, (B) assignment by either Party for the benefit of creditors; or (C) allowance by either Party of the appointment of a receiver or trustee of all or a material part of its property if such receiver or trustee is not discharged within thirty (30) days after such appointment.

5.1 Remedies

Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (ii) suspend performance hereunder; and (iii) exercise such other rights and remedies as it may have in equity or at law. Nothing in this Section 5.1 is intended in any way to affect the rights of a third-party to seek any remedy it may have in equity or at law from the Selected QTPS resulting from Selected QTPS's Default of this Agreement.

5.2 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement, or to exercise its rights with respect to a Breach or Default under this Agreement or with regard to any other matters arising in connection with this Agreement will not be deemed a waiver or continuing waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of any obligation, right, or duty under this Agreement must be in writing.

5.3 Force Majeure

A Party shall not be considered to be in Default or Breach under this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, except the obligation to pay any amount when due, in consequence of any act of God, labor disturbance, failure of contractors or suppliers of materials (not including as a result of non-payment), act of the public enemy or terrorists, war, invasion, insurrection, riot, fire, storm, flood, ice, explosion, breakage or accident to machinery or equipment or by any other cause or causes (not including a lack of funds or other financial causes) beyond such Party's reasonable control, including any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities. A Party claiming a force majeure event shall use reasonable diligence to remove the condition that prevents performance, except that the settlement of any labor disturbance shall be in the sole judgment of the affected Party.

Article 6 - Termination

6.0 Termination by ISO-NE

In the event that: (i) ISO-NE determines to remove the Project from the RSP; (ii) ISO-NE otherwise determines that the identified need has changed or been eliminated therefore the Project is no longer required to address the specific need for which the Project was included in the RSP; or (iii) a force majeure or other event outside of the Selected QTPS's control that, with the exercise of reasonable efforts, Selected QTPS cannot alleviate and which prevents the Selected QTPS from satisfying its obligations under this Agreement; or (iv) the Parties fail to agree to modifications under Section 3.3.0; or (v) one or more of the Selected QTPSs for the Project is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Selected QTPSs is unable to proceed with the project due to forces beyond its reasonable control, ISO-NE may terminate this Agreement by providing written notice of termination to Selected QTPS. The termination shall become effective upon the date the Selected QTPS receives such notice, except as otherwise provided in Section 6.2.

ISO-NE shall also terminate this Agreement following written communication from NESCOE requesting that ISO-NE remove a Longer-Term Transmission Upgrade from the RSP.

6.1 Termination by Default

This Agreement shall terminate in the event a Party is in Default of this Agreement in accordance with Section 5.0 of this Agreement and the ISO shall take action in accordance with Sections 4.3(l), ~~or~~ 4A.9(c), or 16 of Attachment K.

6.2 Filing at FERC

If, pursuant to FERC regulations, the termination of this agreement is required to be filed with FERC, such termination shall be effective upon the date established by FERC. ISO-NE shall report any termination of this Agreement in its Electric Quarterly Report.

Article 7 – Indemnity and Limitation of Liability

7.0 Hold Harmless

Each Selected QTPS will indemnify and hold harmless all other Selected QTPSs, affected PTOs and ISO-NE and its directors, managers, members, shareholders, officers and employees from any and all liability (except for that stemming from the other Selected QTPS(s), the ISO-NE or an affected PTO's negligence, gross negligence or willful misconduct), resulting from the Selected QTPS's failure to timely complete the Project. As used herein, the "other Selected QTPS" is a Selected QTPS whose Phase Two Solution is part of the group that solves all needs identified in the request for proposal and an "affected PTO" is one that would be subject to penalties assessed by NERC or FERC or adverse regulatory orders or monetary claims or damages due to the Selected QTPS's failure to timely complete the Project.

7.1 Liability

(a) Neither Party shall be liable to the other Party for any incidental, indirect, special, exemplary, punitive or consequential damages, including lost revenues or profits, even if such damages are foreseeable or the damaged Party has advised such Party of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy.

(b) Nothing in this Agreement shall be deemed to affect the right of ISO-NE to recover its costs due to liability under this Article 7 through the NEPOOL Participants Agreement or ISO-NE Tariff.

Article 8 – Assignment

8.0 Assignment

A Party may assign all of its rights, duties, and obligations under this Agreement in accordance with this Section 8.0. No Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. Assignment by the Selected QTPS shall be contingent upon, prior to the effective date of the assignment: (i) the Selected QTPS or the assignee demonstrating to the satisfaction of ISO-NE that the assignee has the technical competence and financial ability: (a) to comply with the requirements of this Agreement, (b) to construct the Project consistent with the assignor's cost estimates for the Project and in accordance with any cost cap or cost containment commitments, and (c) to operate and maintain the Project once constructed; and (ii) the assignee is a Qualified Transmission Project Sponsor pursuant to Section 4B of Attachment K of the OATT. For all assignments by any Party, the assignee must assume in writing, to be provided to the other Party, all rights, duties, and obligations of the assignor arising under this Agreement. Any assignment described herein shall not relieve or discharge the assignor from any of its obligations hereunder absent the written consent of the other Party. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the ISO-NE under this Agreement or the ISO New England Operating Documents. Any assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the terms of this Agreement, and the ISO New England Operating Documents.

Article 9 - Information Exchange

9.0 Information Access

Subject to the ISO Information Policy, each Party shall make available to the other Party information necessary to carry out each Party's obligations and responsibilities under this Agreement and the ISO New England Operating Documents. Such information shall include but not be limited to, information reasonably requested by ISO-NE to prepare the Regional System Plan. The Parties shall not use such information for purposes other than to carry out their obligations or enforce their rights under this Agreement and the ISO New England Operating Documents.

Article 10 - Confidentiality

10.0 Confidential Information and CEII

Confidential Information and CEII shall be treated in accordance with the ISO Information Policy.

Article 11 – Dispute Resolution

11.0 Dispute Resolution Procedures

The Parties agree that any dispute arising under this Agreement shall be the subject of good-faith negotiations among the Parties. Each Party shall designate one or more representatives with the authority to negotiate the matter in dispute to participate in such negotiations. The Parties shall engage in such good-faith negotiations for a period of not less than sixty (60) calendar days. Notwithstanding the foregoing, any dispute arising under this Agreement may be submitted to arbitration or any other form of alternative dispute resolution upon the agreement of the Parties to participate in such an alternative dispute resolution process. Nothing in this Agreement shall, however, restrict a Party's right to file a complaint with FERC under the relevant provisions of the Federal Power Act.

Article 12 - Regulatory Requirements

12.0 Regulatory Approvals

Selected QTPS shall seek and obtain all required authorizations or approvals as soon as reasonably practicable, and by the milestone dates set forth in the Development Schedule of Schedule B of this Agreement, as applicable.

Article 13 - Representations and Warranties

13.0 General

Selected QTPS hereby represents, warrants and covenants as follows, with these representations, warranties, and covenants effective as to the Selected QTPS during the full time this Agreement is effective:

13.0.1 Organization

Selected QTPS is duly organized, validly existing and in good standing under the laws of the state of its organization.

13.0.2 Authority

Selected QTPS has all requisite power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance by Selected QTPS of this Agreement have been duly authorized by all necessary and appropriate action on the part of Selected QTPS; and this Agreement has been duly and validly executed and delivered by Selected QTPS and constitutes the legal, valid and binding obligations of Selected QTPS, enforceable against Selected QTPS in accordance with the terms of this Agreement.

13.0.3 No Breach

The execution, delivery and performance by Selected QTPS of this Agreement will not result in a breach of any terms, provisions or conditions of any agreement to which Selected QTPS is a party which breach has a reasonable likelihood of materially and adversely affecting Selected QTPS's performance under this Agreement.

Article 14 - Operation of Project

14.0 In-Service

The following requirements shall be satisfied prior to the date the Project goes In-Service:

14.0.1 Execution of the Transmission Operating Agreement

Selected QTPS is able to meet all requirements of the Transmission Operating Agreement and has authority to execute that agreement.

14.0.2 Operational Requirements

The Project must meet all applicable operational requirements described in the ISO New England Operating Documents.

14.0.3 Synchronization

Selected QTPS shall have received any necessary authorizations or permissions from ISO-NE and the owners of the facilities to which the Project will interconnect to synchronize with the New England Transmission System or to energize, as applicable, the Project.

14.1 Partial Operation

If the Project is to be completed in phases, the completed part of the Project may operate prior to completion and Required Project In-Service Date set forth in Schedule B of this Agreement, provided that: (i) Selected QTPS has notified ISO-NE in writing of the successful completion of the Project phase; (ii) ISO-NE has determined that partial operation of the Project will not negatively impact the reliability of the New England Transmission System; (iii) Selected QTPS has demonstrated that the requirements for going In-Service set forth in Section 14.0 of this Agreement have been met for partial operation of the Project; and (iv) partial operation of the Project is consistent with Applicable Laws and Regulations, applicable reliability standards, and Good Utility Practice.

Article 15 - Survival

15.0 Survival of Rights

The rights and obligations of the Parties in this Agreement shall survive the termination, expiration, or cancellation of this Agreement to the extent necessary to provide for the determination and enforcement of said obligations arising from acts or events that occurred while this Agreement was in effect. The Indemnity and Limitation of Liability provisions in Article 7 and the Binding Cost Cap or Cost Containment Measures referenced in Article 16 and set forth in Schedule C of this Agreement also shall survive termination, expiration, or cancellation of this Agreement.

Article 16 - Binding Cost Cap or Cost Containment Measures

16.0 Binding Cost Cap or Cost Containment Measures

Any binding cost cap or cost containment measures, or commitment to forego any kind of rate incentives or rate recovery submitted by the Selected QTPS as part of its Project shall be detailed in Schedule C of this Agreement.

Article 17 - Non-Standard Terms and Conditions

17.0 Schedule D - Non-Standard Terms and Conditions

Subject to FERC acceptance or approval, the Parties agree that the terms and conditions set forth in the attached Schedule D are hereby incorporated by reference, and made a part of, this Agreement. In the event of any conflict between a provision of Schedule D that FERC has accepted and any provision of the standard terms and conditions set forth in this Agreement that relates to the same subject matter, the pertinent provision of Schedule D shall control.

Article 18 - Miscellaneous

18.0 Notices

Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing and any such communication or notice shall become effective (a) upon personal delivery thereof, including by overnight mail or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of notice by e-mail, upon receipt thereof; provided that such transmission is promptly confirmed by either of the methods set forth in clauses (a) or (b) above, in each case addressed to the relevant party and copy party hereto at its address set forth below in this section 18.0 or at such other address as such party or copy party may from time to time designate by written notice to the other party hereto; further provided that a notice given in connection with this Section 18.0 but received on a day other than a Business Day, or after business hours in the situs of receipt, will be deemed to be received on the next Business Day.

Addresses:

ISO-NE:

ISO New England~~,~~ Inc.

1 Sullivan Road

Holyoke, MA 01040

Attention:

e-mail: sqtspa@iso-ne.com

Selected QTPS:

____

____

____

____

Attention:

e-mail address ______________________

18.1 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.

18.2 Incorporation of Other Documents

The ISO New England Operating Documents, as they may be amended from time to time, are incorporated by reference herein and made a part hereof and Selected QTPS is subject to, and must comply with the terms and conditions of those documents.

18.3 Headings

The headings of the sections of this Agreement are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

18.4 Interpretation

Wherever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

18.5 Amendment; Limitations on Modifications of Agreement

(a) This Agreement shall only be subject to modification or amendment by agreement of the Parties in writing and the acceptance of any such amendment by FERC, if required to be filed at FERC.

(b) In light of the foregoing, the Parties agree that they shall not rely to their detriment on any purported amendment, waiver or other modification of any rights under this Agreement unless the requirements of this Section 18.5 are satisfied and further agree not to assert equitable estoppel or any other equitable theory to prevent enforcement of this provision in any court of law or equity, arbitration or other proceeding.

18.6 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.

18.7 Further Assurances

Each Party agrees, upon the other Party's request, to make Commercially Reasonable Efforts to execute and deliver such additional documents and instruments, provide information, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement.

18.8 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties hereto agree that any document or signature delivered by facsimile transmission shall be deemed an original executed document for all purposes hereof.

18.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware including all matters of construction, validity and performance without regard to the conflicts-of-laws provisions thereof and the Federal Power Act, as applicable.

18.10 Entire Agreement

Except for the ISO New England Operating Documents, applicable reliability standards, or successor documents, this Agreement, including all Schedules, 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.

18.11 No Third Party Beneficiaries

It is not the intention of this Agreement or of the Parties to confer a third party beneficiary status or rights of action upon any person or entity whatsoever other than the Parties and nothing contained herein, either express or implied, shall be construed to confer upon any person or entity other than the Parties any rights of action or remedies either under this Agreement or in any manner whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the date written below.

For ISO New England Inc.

Name: ___________________________________

Title: ____________________________________

Date: ____________________________________

For Selected QTPS

Name: ___________________________________

Title: ____________________________________

Date: _____________________________________

SCHEDULE A

Description of Project and Scope of Work

SCHEDULE B

Development Schedule

Selected QTPS shall ensure and demonstrate to the ISO-NE that it timely has met the following milestones and milestone dates and that the milestones remain in good standing:

[As appropriate include the following standard Milestones, with any revisions, and additional milestones necessary for the Project]:

Milestones and Milestone Dates
Demonstrate adequate Project financing. On or before ______, Selected QTPS must demonstrate that adequate project financing has been secured. Project financing must be maintained for the term of this Agreement [add detail if necessary].
Acquisition of all necessary federal, state, county, and local site permits. On or before ______, Selected QTPS must demonstrate that all required federal, state, county and local site permits have been acquired. [add detail if necessary]. Provide separate dates for each permit]
Substantial Site Work Completed: On or before _______, Selected QTPS must demonstrate that at least 20% of Project site construction is completed. Additionally, the Selected QTPS must submit updated ratings and the final project drawings to the ISO-NE.
Delivery of major electrical equipment. On or before ______, Selected QTPS must demonstrate that all major electrical equipment has been delivered to the project site. [add detail if necessary].
Demonstrate required ratings. On or before ______, Selected QTPS must demonstrate that the project meets all required electrical ratings. [add detail if necessary].
Required Project In-Service Date. On or before ______, Selected QTPS must: (i) demonstrate that the Project is completed in accordance with the Scope of Work in Schedules A of this Agreement; (ii) meets the criteria outlined in Schedule B of this Agreement; (iii) is placed In-Service; and (iv) is under ISO-NE operational dispatch.
[Add additional Milestones]

SCHEDULE C

Binding Cost Cap or Cost Containment Measures

[Insert binding cost cap or cost containment terms and conditions, if any contained in the Selected QTPS selected proposal. If no such binding cost cap or cost containment measures state “None”.]

SCHEDULE D

Non-Standard Terms and Conditions

[Insert non-standard terms and conditions, if any. If no such non-standard terms and conditions, state “None”.]

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.

III.12.1.1. System-Wide Marginal Reliability Impact Values.

Prior to each Forward Capacity Auction, the ISO shall determine the system-wide Marginal Reliability Impact of incremental capacity at various capacity levels for the New England Control Area. For purposes of calculating these Marginal Reliability Impact values, the ISO shall apply the same modeling assumptions and methodology used in determining the Installed Capacity Requirement.

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 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.12.2.1.3. Marginal Reliability Impact Values for Import-Constrained Capacity Zones.

Prior to each Forward Capacity Auction, the ISO shall determine the Marginal Reliability Impact of incremental capacity, at various capacity levels, for each import-constrained Capacity Zone. For purposes of calculating these Marginal Reliability Impact values, the ISO shall apply the same modeling assumptions and methodology used to determine the Local Resource Adequacy Requirement pursuant to Section III.12.2.1.1, except that the capacity transfer capability between the Capacity Zone under study and the rest of the New England Control Area determined pursuant to Section III.12.2.1.1(b) shall be reduced by the greater of: (i) the Transmission Security Analysis Requirement minus the Local Resource Adequacy Requirement, and; (ii) zero.

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

$\text{LRA}_{\text{RestofNewEngland}}$ = 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.12.2.2.1. Marginal Reliability Impact Values for Export-Constrained Capacity Zones.
Prior to each Forward Capacity Auction, the ISO shall determine the Marginal Reliability Impact of incremental capacity, at various capacity levels, for each export-constrained Capacity Zone. For purposes of calculating these Marginal Reliability Impact values, the ISO shall apply the same modeling assumptions and methodology used to determine the export-constrained Capacity Zone’s Maximum Capacity Limit.

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, System-Wide Capacity Demand Curve and Capacity Zone Demand Curves 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, System-Wide Capacity Demand Curve and Capacity Zone Demand Curves 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, System-Wide Capacity Demand Curve and Capacity Zone Demand Curves

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(c):

(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 Retirement De-List Bids and Permanent De-List Bids (including any received for the current Forward Capacity Auction at the time of this calculation), substitution auction demand bids submitted for the current Forward Capacity Auction, 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.12.4A. 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 of Active Demand Capacity Resources. 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, and those Dispatch Zones shall remain in place through the end of the Capacity Commitment Period for which they were established. The ISO will review proposed Dispatch Zones with Market Participants prior to establishing and publishing final Dispatch Zones.

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 Sections III.13.2.5.2.5.3 and III.13.2.8.3;

(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.12.6.4. Transmission Solutions Selected Through the Competitive Transmission Process.

For a transmission solution, which may consist of single or multiple proposals, selected through the competitive transmission process pursuant to Sections 4.3, ~~and~~ 4A, or Section 16 of Attachment K, such transmission solution, or relevant portion thereof, shall be considered in-service on the in-service date provided in the executed Selected Qualified Transmission Project Sponsor Agreement(s). The ISO shall use the in-service date in the executed Selected Qualified Transmission Project Sponsor Agreement(s) to determine whether to include the transmission solution, or relevant portion thereof, in the network model for the relevant Capacity Commitment Period. In the event that the selected transmission solution includes an upgrade(s) located on a PTO's existing transmission system where the Selected Qualified Transmission Project Sponsor is not the PTO for the existing system element(s) being upgraded, the process for establishing the in-service date and determining whether to include the upgrade(s) on the existing transmission system, or relevant portion thereof, in the network model for the Capacity Commitment Period shall be as described in Section III.12.6.1.

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 Marginal Reliability Impact values. 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 Marginal Reliability Impact values 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 Capacity Resources that are qualified to participate in the Forward Capacity Market and New Demand Capacity Resources that have cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period,

(e) all Existing Distributed Energy Capacity Resources,

but shall exclude:

(f) capacity associated with Export Bids cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period,

(g) capacity de-listed or retired as a result of Permanent De-List Bids, Retirement De-List Bids, or substitution auction demand bids that cleared in previous Forward Capacity Auctions, and

(h) capacity retired pursuant to Section III.13.1.2.4.1(a), unless the Lead Market Participant has opted to have the resource reviewed for reliability pursuant to Section III.13.1.2.3.1.5.1.

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 Marginal Reliability Impact values shall be the summer Qualified Capacity value of such resources for the relevant zone. The rating of Demand Capacity 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 Capacity 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. The rating of Distributed Energy Capacity Resources shall be the existing Qualified Capacity for the Capacity Commitment Period being evaluated.

III.12.7.2.1. [Reserved.]

III.12.7.3. Resource Availability.

The Installed Capacity Requirement, Local Resource Adequacy Requirements, Transmission Security Analysis Requirements, Maximum Capacity Limits and Marginal Reliability Impact values 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, Transmission Security Analysis Requirements, Maximum Capacity Limits and Marginal Reliability Impact values.

(b) [Reserved.]

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 subsection (a) above, class average data for similar resource types shall be used.

For existing Active Demand Capacity Resources:
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 Marginal Reliability Impact values.

For Distributed Energy Capacity Resources:

For each Distributed Energy Capacity Resource, the availability metric for each underlying technology type will be applied in the same manner as it would be applied if the Distributed Energy Capacity Resource were qualified as a generator or demand response resource.

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 Marginal Reliability Impact values:

(a) **Implement voltage reduction**. The MW value of the load relief shall be equal to 1% of (the 90/10 forecasted seasonal net peak loads minus all Existing Demand Capacity Resources).

(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 Marginal Reliability Impact values 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. To ensure that Demand Response Resources, On-Peak Demand Resources, and Seasonal Peak Demand Resources are not reflected as reductions in the load forecast, the ISO shall reflect them in historical loads as specified below.

(a) The ISO shall add back into historical loads the metered MW demand reduction of Demand Response Resources dispatched by the ISO.

(b) [Reserved.]

(c) [Reserved.]

(d) The ISO shall add back into historical loads summer and winter MW values to account for On-Peak Demand Resources and Seasonal Peak Demand Resources as follows:

The ISO shall develop a trend line between (i) the point when summer MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are assumed to be zero (June 1, 2006) and (ii) the point when summer MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are reflected by the Capacity Supply Obligations that those resources acquired in the most recent Forward Capacity Auction for June 1 of the associated Capacity Commitment Period. To determine the summer MW values to be added back into historical loads, the ISO shall apply the resulting trend to the summer months (April through November) in all the historical years covered by the trend line.

The ISO shall develop a trend line between (i) the point when winter MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are assumed to be zero (December 1, 2006) and (ii) the point when winter MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are reflected by the Capacity Supply Obligations that those resources acquired in the most recent Forward Capacity Auction for December 1 of the associated Capacity Commitment Period. To determine the winter MW values to be added back into historical loads, the ISO shall apply the resulting trend to the winter months (December through March) in all the historical years covered by the trend line.

The ISO shall make adjustments to forecasted loads to account for any differences between the most recently available MW values reflective of the Capacity Supply Obligations that On-Peak Demand Resources and Seasonal Peak Demand Resources acquired in each of the annual reconfiguration auctions and the MW values reflective of the Capacity Supply Obligations that those resources acquired in the corresponding Forward Capacity Auctions.

III.12.9. Tie Benefits.

The Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and Marginal Reliability Impact values 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 Marginal Reliability Impact values 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 Capacity Resources reflecting their Capacity Supply Obligation received in the most recent Forward Capacity Auction;
4. Qualified Existing Distributed Energy Capacity Resources reflecting their existing Qualified Capacity for the Capacity Commitment Period;
5. 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.

Attachment 2

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:

Active Demand 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.

Actual Capacity Provided is the measure of capacity provided during a Capacity Scarcity Condition, as described in Section III.13.7.2.2 of Market Rule 1.

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.

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.

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.

AGC SetPoint is the desired output signal for a Resource providing Regulation that is produced by the AGC system as frequently as every four seconds.

AGC SetPoint Deadband is a deadband expressed in megawatts that is applied to changing values of the AGC SetPoint for generating units.

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

Alternative Technology Regulation Resource (ATRR) is one or more facilities capable of providing Regulation that have been registered in accordance with the Asset Registration Process. An Alternative Technology Regulation Resource is eligible to participate in the Regulation Market.

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.

Annual Reconfiguration Transaction is a bilateral transaction that may be used in accordance with Section III.13.5.4 of Market Rule 1 to specify a price when a Capacity Supply Obligation is transferred using supply offers and demand bids in Annual Reconfiguration Auctions.

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.

Asset is a Generator Asset, a Demand Response Asset, a component of an On-Peak Demand Resource or Seasonal Peak Demand Resource, a Distributed Energy Resource participating as part of Demand Response Distributed Energy Resource Aggregation, a Settlement Only Distributed Energy Resource Aggregation, a Load Asset (including an Asset Related Demand), an Alternative Technology Regulation Resource, or a Tie-Line Asset.

Asset Registration Process is the ISO business process for registering an Asset.

Asset Related Demand is a Load Asset that has been discretely modeled within the ISO's dispatch and settlement systems, settles at a Node, has been registered in accordance with the Asset Registration Process, and is made up of either: (1) 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; (2) a Storage DARD with a consumption capability of at least 0.1 MW; or (3) one or more storage facilities that are not Electric Storage Facilities with an aggregate consumption capability of at least 1 MW.

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 costs of an asset that is part of an Existing Generating Capacity Resource, calculated for the asset in the same manner as the net costs of Existing Generating Capacity Resources as described in Section III.13.1.2.3.2.1.1.1 (for an asset with a Static De-List Bid or an Export Bid) or Section III.13.1.2.3.2.1.1.2 (for an asset with a Permanent De-List Bid or Retirement De-List Bid).

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.

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 Regulation Resource change its output or consumption while providing Regulation between the Regulation High Limit and Regulation Low Limit.

Available Energy is a value that reflects the MWhs of energy available from an Electric Storage Facility for economic dispatch.

Available Storage is a value that reflects the MWhs of unused storage available from an Electric Storage Facility for economic dispatch of consumption.

Average Hourly Load Reduction is either: (i) the sum of the On-Peak 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; or (ii) the sum of the Seasonal Peak 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. The On-Peak Demand Resource's or Seasonal Peak Demand Resource's electrical energy reduction and Average Hourly Load Reduction shall be determined consistent with the 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 On-Peak 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; or (ii) the sum of the Seasonal Peak 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. Electrical energy output and Average Hourly Output shall be determined consistent with the 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.

Backstop Transmission Solution is a solution proposed: (i) to address a reliability or market efficiency need identified by the ISO in a Needs Assessment reported by the ISO pursuant to Section 4.1(i) of Attachment K to the ISO OATT, (ii) by the PTO or PTOs with an obligation under Schedule 3.09(a) of the TOA to address the identified need; and (iii) in circumstances in which the competitive solution process specified in Section 4.3 of Attachment K to the ISO OATT will be utilized.

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.

Benchmark Scenario is an Economic Study reference scenario that is described in Section 17.2(a) of Attachment K to the OATT.

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.

Binary Storage DARD is a DARD that participates in the New England Markets as part of a Binary Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Binary Storage Facility is a type of Electric Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

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 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 Blackstart O&M compensation calculated under either Section 5.1 or 5.2 of Schedule 16 of the OATT, as applicable.

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.

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 established under Operating Procedure 11 – Designated Blackstart Resource Administration (OP11).

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).

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 (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.

Capacity Acquiring Resource is a resource that is seeking to acquire a Capacity Supply Obligation through: (1) a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1, or; (2) an annual or monthly reconfiguration auction, as described in Section III.13.4.

Capacity Balancing Ratio is a ratio used in calculating the Capacity Performance Payment in the Forward Capacity Market, as described in Section III.13.7.2.3 of Market Rule 1.

Capacity Base Payment is the portion of revenue received in the Forward Capacity Market as described in Section III.13.7.1 of Market Rule 1.

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

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 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 as described in Section III.13.7.5.2 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 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 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 Resource (CNR) is defined in Section I of Schedule 22 and Attachment 1 to Schedule 23 of the OATT.

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

Capacity Performance Bilateral is a transaction for transferring Capacity Performance Score, as described in Section III.13.5.3 of Market Rule 1.

Capacity Performance Payment is the performance-dependent portion of revenue received in the Forward Capacity Market, as described in Section III.13.7.2 of Market Rule 1.

Capacity Performance Payment Rate is a rate used in calculating Capacity Performance Payments, as described in Section III.13.7.2.5 of Market Rule 1.

Capacity Performance Score is a figure used in determining Capacity Performance Payments, as described in Section III.13.7.2.4 of Market Rule 1.

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 Scarcity Condition is a period during which performance is measured in the Forward Capacity Market, as described in Section III.13.7.2.1 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 Transfer Rights (CTRs) are calculated in accordance with Section III.13.7.5.4.

Capacity Transferring Resource is a resource that has a Capacity Supply Obligation and is seeking to shed such obligation, or a portion thereof, through: (1) a Capacity Supply Obligation Bilateral, as described in Section III.13.5.1, or; (2) an annual or monthly reconfiguration auction, as described in Section III.13.4.

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.

Capacity Zone Demand Curves are the demand curves used in the Forward Capacity Market for a Capacity Zone as specified in Sections III.13.2.2.2 and III.13.2.2.3.

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.

Category B Designated Blackstart Resource has the same meaning as 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, the demand reduction capability of a Demand Response Resource, or the demand reduction capability and energy injection capability of a Demand Response Distributed Energy Resource Aggregation.

Cluster Enabling Transmission Upgrade (CETU) has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Cluster Enabling Transmission Upgrade Regional Planning Study (CRPS) has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Cluster Entry Deadline has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Cluster Interconnection System Impact Study (CSIS) has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

Clustering has the meaning specified in Section I of Schedule 22, Attachment 1 to Schedule 23, and Section I of Schedule 25 of the OATT.

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 Capacity Commitment Period, 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. 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 is capacity that has achieved FCM Commercial Operation.

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 the clearing of the Static De-List Bids, the Permanent De-List Bids, or the Retirement De-List Bids of all the Existing Generating Capacity Resources comprising 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.

Continuous Storage ATRR is an ATRR that participates in the New England Markets as part of a Continuous Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Continuous Storage DARD is a DARD that participates in the New England Markets as part of a Continuous Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Continuous Storage Generator Asset is a Generator Asset that participates in the New England Markets as part of a Continuous Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

Continuous Storage Facility is a type of Electric Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

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.

Controllable Behind-the-Meter Generation means generation whose output can be controlled located at the same facility as a DARD or a Demand Response Asset, excluding: (1) generators whose output is separately metered and reported and (2) generators that cannot operate electrically synchronized to, and that are operated only when the facility loses its supply of power from, the New England Transmission System, or when undergoing related testing.

Coordinated External Transaction is an External Transaction at an external interface for which the enhanced scheduling procedures in Section III.1.10.7.A are implemented. A transaction to wheel energy into, out of or through the New England Control Area is not a Coordinated External Transaction.

Coordinated Transaction Scheduling means the enhanced scheduling procedures set forth in Section III.1.10.7.A.

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.

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.

Curtailment 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.

Cyber Security Exigency is a suspicious or malicious electronic act or event that compromises or attempts to compromise, or disrupts or attempts to disrupt, the ongoing operation of the ISO, the New England Markets, or reliability within the New England Control Area or other electrical facilities directly or indirectly connected to the New England Transmission System and (i) whose severity or nature reasonably requires that the ISO obtain expert assistance not normally called upon to counter such an electronic act or resolve such an event or (ii) whose nature requires the ISO to report such an electronic act or event pursuant to NERC Critical Infrastructure Protection Reliability Standards or applicable regulations promulgated by the Department of Homeland Security, the Department of Energy, or a federal agency with similar cybersecurity responsibilities (or any of their respective successor organizations or agencies).

Storage as Transmission-Only Asset (SATOA) is electric storage equipment that: (1) is connected to or to be connected to Pool Transmission Facilities in the New England Transmission System at a voltage level of 115 kV or higher; (2) the ISO approved to be included in the Regional System Plan and RSP

Project List as a regulated transmission solution and Pool Transmission Facility pursuant to the regional system planning processes in Attachment K of the OATT; and (3) is capable of receiving energy only from the Pool Transmission Facilities and storing the energy for later injection to the Pool Transmission Facilities.

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) of Market Rule 1.

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

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

Day-Ahead Energy Market means the schedule of commitments for the purchase or sale of energy, purchase of demand reductions, 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.

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

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

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

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

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

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

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

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

DDP Dispatchable Resource is any Dispatchable Resource that the ISO dispatches using Desired Dispatch Points in the Resource's Dispatch Instructions.

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 Bid Cap is $2,000/MWh.

Demand Capacity Resource means an Existing Demand Capacity Resource or a New Demand Capacity Resource. There are three Demand Capacity Resource types: Active Demand Capacity Resources, On-Peak Demand Resources, and Seasonal Peak Demand Resources.

Demand Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for Demand Response 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 Demand Response Resource to reduce demand.

Demand Reduction Offer Block-Hours are Block-Hours assigned to the Lead Market Participant for each Demand Reduction Offer. Blocks of the Demand Reduction Offer in effect for each hour will be totaled to determine the quantity of Demand Reduction 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 Demand Reduction 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 Demand Reduction Offer Block-Hours.

Demand Reduction Threshold Price is a minimum offer price calculated pursuant to Section III.1.10.1A(f).

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 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 Storage DARDs) 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 (as described in Section III.8.1.1(f)) that has been registered in accordance with III.8.1.1.

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 as determined pursuant to Section III.8.2.

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 Distributed Energy Resource Aggregation (DRDERA) is a type of Distributed Energy Resource Aggregation that is described in additional detail in Section III.6.5.

Demand Response Resource is an individual Demand Response Asset or aggregation of Demand Response Assets within a DRR Aggregation Zone that has been registered in accordance with Section III.8.1.2.

Demand Response Resource Notification Time is the period of time between the receipt of a startup Dispatch Instruction and the time the Demand Response Resource starts 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 period of time between the time a Demand Response Resource starts reducing demand at the conclusion of the Demand Response Resource Notification Time and the time the resource can reach its Minimum Reduction and be ready for further dispatch by the ISO.

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, which includes any resource referred to previously as a Category B Designated Blackstart Resource.

Designated Entity is the entity designated by a Market Participant to receive Dispatch Instructions for a Generator Asset 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) means the control signal, expressed in megawatts, transmitted to direct the output, consumption, or demand reduction level of each Generator Asset, Dispatchable Asset Related Demand, or Demand Response Resource dispatched by the ISO in accordance with the asset's Offer Data.

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 Response Resources, change External Transactions, or change the status or consumption 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 Zone means a subset of Nodes located within a Load Zone established by the ISO for each Capacity Commitment Period pursuant to Section III.12.4A.

Dispatchable Asset Related Demand (DARD) is an Asset Related Demand that is capable of having its energy consumption modified in Real-Time in response to Dispatch Instructions. A DARD must be capable of receiving and responding to electronic Dispatch Instructions, 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 Operating Procedures and Manuals.

Dispatchable Resource is any Generator Asset, Dispatchable Asset Related Demand, Demand Response Resource, or, with respect to the Regulation Market only, Alternative Technology Regulation Resource, that, during the course of normal operation, is capable of receiving and responding to electronic Dispatch Instructions in accordance with the parameters contained in the Resource's Supply Offer, Demand Bid, Demand Reduction Offer or Regulation Service Offer. A Resource that is normally classified as a Dispatchable Resource remains a Dispatchable Resource when it is temporarily not capable of receiving and responding to electronic Dispatch Instructions.

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 Energy Capacity Resource (DECR) means an Existing Distributed Energy Capacity Resource or a New Distributed Energy Capacity Resource.

Distributed Energy Resource (DER) is any resource located on the distribution system, any subsystem thereof or behind a customer meter that is capable of providing energy injection, energy withdrawal, regulation, or demand reduction.

Distributed Energy Resource Aggregation (DERA) is an aggregation of Distributed Energy Resources that is registered under Section III.6.7 and is described in additional detail in Section III.6.

Distributed Energy Resource Aggregator (DER Aggregator) is a Market Participant that aggregates one or more Distributed Energy Resources for participation in a Distributed Energy Resource Aggregation and serves as the Lead Market Participant for a Distributed Energy Resource Aggregation.

Distributed Generation means generation directly connected to end-use customer load and located behind the end-use customer's Retail Delivery Point that reduces the amount of energy that would otherwise have been produced on the electricity network in the New England Control Area, provided that the facility's Net Supply Capability is (i) less than 5 MW or (ii) less than or equal to the Maximum Facility Load, whichever is greater.

DRR Aggregation Zone is a Dispatch Zone entirely within a single Reserve Zone or Rest of System or, where a Dispatch Zone is not entirely within a single Reserve Zone or Rest of System, each portion of the Dispatch Zone demarcated by the Reserve Zone boundary.

Do Not Exceed (DNE) Dispatchable Generator is any Generator Asset that is dispatched using Do Not Exceed Dispatch Points in its Dispatch Instructions and meets the criteria specified in Section III.1.11.3(e). Do Not Exceed Dispatchable Generators are Dispatchable Resources.

Do Not Exceed Dispatch Point is a Dispatch Instruction indicating a maximum output level that a DNE Dispatchable Generator must not exceed.

Dynamic De-List Bid is a bid that may be submitted by Existing Generating Capacity Resources, Existing Import Capacity Resources, Existing Demand Capacity Resources, and Existing Distributed Energy Capacity Resources in the Forward Capacity Auction 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, reduction, or consumption level to which a Resource would have been dispatched, based on the Resource's Supply Offer, Demand Reduction Offer, or Demand Bid 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 Generator Asset that a Market Participant offers to supply in the Day-Ahead Energy Market or Real-Time Energy Market, as reflected in the Generator Asset's Offer Data. This represents the highest MW output a Market Participant has offered for a Generator Asset for economic dispatch. A Market Participant must maintain an up-to-date Economic Maximum Limit (and where applicable, must provide the ISO with any telemetry required by ISO New England Operating Procedure No. 18 to allow the ISO to maintain an updated Economic Maximum Limit) for all hours in which a Generator Asset has been offered into the Day-Ahead Energy Market or Real-Time Energy Market.

Economic Minimum Limit or Economic Min is (a) for a Generator Asset 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 a Generator Asset without an incremental heat rate, the lowest sustainable output level that is consistent with the physical design characteristics of the Generator Asset and with meeting all environmental regulations and licensing limits, and (c) for a Generator Asset undergoing Facility and Equipment Testing or auditing, the level to which the Generator Asset 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 or Economic Studies are studies described in Section 17 of Attachment K to the OATT that are used to examine situations where potential regulated transmission solutions, market responses, or investments could result in (i) a net reduction in total production cost to supply system load based on the factors specified in Attachment N of the OATT, (ii) reduced congestion, or (iii) the integration of new resources or loads, or both, on an aggregate or regional basis.

Effective Offer is the Supply Offer, Demand Reduction Offer, or Demand Bid that is 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.

Electric Storage Facility is a storage facility that participates in the New England Markets as described in Section III.1.10.6 of Market Rule 1.

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 output, in MWs, that a Generator Asset 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 the sum of the hours for which the Customer has a positive or negative Real-Time System Adjusted Net Interchange or for which the Customer has a positive or negative Real-Time Demand Reduction Obligation as determined by the ISO settlement process for the Energy Market.

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, Demand Reduction Offer Block-Hours, and Energy Non-Zero Spot Market Settlement Hours.

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, a Market Participant's share of Zonal Capacity Obligation 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.

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 for 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.

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

Existing Demand Capacity Resource is a type of Demand Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.2 of Market Rule 1.

Existing Distributed Energy Capacity Resource is a type of Distributed Energy Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4A.2 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.

External Transaction Cap is $2,000/MWh for External Transactions other than Coordinated External Transactions and $1,000/MWh for Coordinated External Transactions.

External Transaction Floor is the Energy Offer Floor for External Transactions other than Coordinated External Transactions and negative $1,000/MWh for Coordinated External Transactions.

External Transmission Project is a transmission project comprising facilities located wholly outside the New England Control Area and regarding which an agreement has been reached whereby New England ratepayers will support all or a portion of the cost of the facilities.

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; and (v) is capable of receiving and acknowledging a Dispatch Instruction electronically.

Fast Start Generator means a Generator Asset that the ISO can dispatch to an on-line or off-line state 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 (when it is either in an on-line or off-line state) and manned or has automatic remote dispatch capability; and (v) capable of receiving and acknowledging a start-up or shut-down Dispatch Instruction electronically.

FCA Cleared Export Transaction is defined in Section III.1.10.7(f)(ii) 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 Charge Rate is calculated in accordance with Section VII.C of the ISO New England Financial Assurance Policy.

FCM Commercial Operation is defined in Section III.13.3.8 of Market Rule 1.

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.

Flexible DNE Dispatchable Generator is any DNE Dispatchable Generator that meets the following criteria: (i) Minimum Run Time does not exceed one hour; (ii) Minimum Down Time does not exceed one hour; and (iii) cold Notification Time plus cold Start-Up Time does not exceed 30 minutes.

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.

Forward Capacity Auction (FCA) is the annual Forward Capacity Market auction process 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 Energy Inventory Election is the total MWh value for which a Market Participant elects to be compensated at the forward rate in the inventoried energy program as described in Section III.K.1(d) of Market Rule 1.

Forward LNG Inventory Election is the portion of a Market Participant's Forward Energy Inventory Election attributed to liquefied natural gas in the inventoried energy program as described in Section III.K.1(d) 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 $7,100/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 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 device (or a collection of devices) that is capable of injecting real power onto the grid that has been registered as a Generator Asset 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 Charges are defined in Section 1.3 of the ISO New England Billing Policy.

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.

Inadvertent Energy Revenue is defined in Section III.3.2.1(o) of Market Rule 1.

Inadvertent Energy Revenue Charges or Credits is defined in Section III.3.2.1(p) 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 supply 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.

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 Reliability Operating Limit (IROL) has the meaning specified in the Glossary of Terms Used in NERC Reliability Standards.

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.

Interface Bid is a unified real-time bid to simultaneously purchase and sell energy on each side of an external interface for which the enhanced scheduling procedures in Section III.1.10.7.A are implemented.

Intermittent Power Resource is a wind, solar, run of river hydro or other renewable resource or an aggregation of wind, solar, run of river hydro and other renewable resources that does not have control over its net power output.

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.

Interregional Planning Stakeholder Advisory Committee (IPSAC) is the committee described as such in the Northeast Planning Protocol.

Interregional Transmission Project is a transmission project located within the New England Control Area and one or more of the neighboring transmission planning regions.

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.

Inventoried Energy Day is an Operating Day that occurs in the months of December, January, or February during the winters of 2023-2024 and 2024-2025 (inventoried energy program) and for which the average of the high temperature and the low temperature on that Operating Day, as measured and reported by the National Weather Service at Bradley International Airport in Windsor Locks, Connecticut, is less than or equal to 17 degrees Fahrenheit, as described in Section III.K.3.1 of Market Rule 1.

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 (OPs) 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.

Joint ISO/RTO Planning Committee (JIPC) is the committee described as such in the Northeastern Planning Protocol.

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, Demand Reduction Offers or Baseline Deviation 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 a Generator Asset 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. A Load Asset can be an Asset Related Demand, including a Dispatchable Asset Related Demand.

Load Management means measures (e.g., products, equipment, systems, services, practices and/or strategies) on end-use customer facilities that curtail electrical usage or shift electrical usage 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, and energy storage that curtails or shifts electrical usage by means other than generating electricity.

Load Shedding is the systematic reduction of system demand by temporarily decreasing load.

Load-Side Relationship Certification is a certification described in Section III.A.21.1.3 that a Project Sponsor submits as part of the New Capacity Qualification Package, New Demand Capacity Resource Qualification Package, or New Distributed Energy Capacity Resource Qualification Package to demonstrate that the New Capacity Resource should not be subject to buyer-side market power review.

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 Longer-Term Transmission Upgrade is any addition, modification, and/or upgrade to the New England Transmission System with a voltage level below 115 kV that is required in connection with the construction of a Longer-Term Transmission Upgrade approved for inclusion in the Regional System Plan pursuant to Section 16 of Attachment K to the OATT.

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 Public Policy Transmission Upgrade is any addition and/or upgrade to the New England Transmission System with a voltage level below 115 kV that is required in connection with the construction of a Public Policy Transmission Upgrade approved for inclusion in the Regional System Plan pursuant to Attachment K to the ISO OATT or included in a Local System Plan in accordance with Appendix 1 to Attachment K.

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 a value calculated as described in Section III.12.2.1 of Market Rule 1.

Local System Planning (LSP) is the process defined in Appendix 1 of Attachment K to the OATT.

Localized Costs are costs that the ISO, with advisory input from the Reliability Committee, determines in accordance with Schedule 12C of the OATT shall not be included in the Pool-Supported PTF costs recoverable under this OATT, or in costs allocated to Regional Network Load according to Section 6 and Section 10 of Schedule 12. If there are any Localized Costs, the ISO shall identify them in the Regional System Plan.

Location is a Node, External Node, Load Zone, DRR Aggregation Zone, or Hub.

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, DRR Aggregation Zone or Reliability Region is the Zonal Price for that Load Zone, DRR Aggregation Zone or Reliability Region, respectively; and the Locational Marginal Price for a Hub is the Hub Price for that Hub.

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.

Longer-Term Proposal is a proposal submitted by a Qualified Transmission Project Sponsor pursuant to Section 16.4(b) of Attachment K to the OATT.

Longer-Term Transmission Solution is the Longer-Term Proposal identified as the preferred solution pursuant to Section 16 of Attachment K to the OATT.

Longer-Term Transmission Study is a study conducted by the ISO pursuant to the process set out in Section 16 of Attachment K of the OATT. The 2050 Transmission Study shall be the first Longer-Term Transmission Study.

Longer-Term Transmission Upgrade is an addition, modification, and/or upgrade to the New England Transmission System that meets the voltage and non-voltage criteria for Longer-Term Transmission Upgrade PTF classification specified in the OATT and has been included in the Regional System Plan and RSP Project List as a Longer-Term Transmission Upgrade pursuant to the procedures described in Section 16 of Attachment K of the OATT.

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.

Manual Response Rate is the rate, in MW/Minute, at which the output of a Generator Asset, or the consumption of a Dispatchable Asset Related Demand, is capable of changing.

Marginal Loss Revenue Load Obligation is defined in Section III.3.2.1(b) of Market Rule 1.

Marginal Reliability Impact is the change, with respect to an increment of capacity supply, in expected unserved energy due to resource deficiency, as measured in hours per year.

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 Needs Scenario is an Economic Study reference scenario that is described in Section 17.2(b) of Attachment K to the OATT.

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 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 a value calculated as described in Section III.12.2.2 of Market Rule 1.

Maximum Consumption Limit is the maximum amount, in MW, available for economic dispatch from a DARD and is based on the physical characteristics as submitted as part of the DARD's Offer Data. A Market Participant must maintain an up-to-date Maximum Consumption Limit (and where applicable, must provide the ISO with any telemetry required by ISO New England Operating Procedure No. 18 to allow the ISO to maintain an updated Maximum Consumption Limit) for all hours in which a DARD has been offered into the Day-Ahead Energy Market or Real-Time Energy Market.

Maximum Daily Energy Limit is the maximum amount of megawatt-hours that a Limited Energy Resource expects to be able to generate in the next Operating Day.

Maximum Daily Consumption Limit is the maximum amount of megawatt-hours that a Storage DARD expects to be able to consume in the next Operating Day.

Maximum Facility Load is the highest demand of an end-use customer facility since the start of the prior calendar year (or, if unavailable, an estimate thereof), where the demand evaluated is established by adding metered demand measured at the Retail Delivery Point and the output of all generators located behind the Retail Delivery Point in the same time intervals.

Maximum Interruptible Capacity is an estimate of the maximum demand reduction and Net Supply that a Demand Response Asset can deliver, as measured at the Retail Delivery Point.

Maximum Load is the highest demand since the start of the prior calendar year (or, if unavailable, an estimate thereof), as measured at the Retail Delivery Point.

Maximum Number of Daily Starts is the maximum number of times that a Binary Storage DARD or a Generator Asset can be started or that a Demand Response Resource can be interrupted in the next Operating Day under normal operating conditions.

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 an On-Peak Demand Resource or Seasonal Peak 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 On-Peak Demand Resources or Seasonal Peak 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 capability of the 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 capability for an Existing On-Peak Demand Resource or Existing Seasonal Peak Demand Resource is not over-stated in a subsequent Capacity Commitment Period. Measure Life shall be determined consistent with the 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 that are submitted by On-Peak Demand Resources and Seasonal Peak Demand Resources, which include 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 an On-Peak Demand Resource or Seasonal Peak Demand Resource 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 On-Peak Demand Resources or Seasonal Peak Demand Resources 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 capability of the On-Peak Demand Resource or Seasonal Peak 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 an On-Peak Demand Resource or Seasonal Peak Demand Resource with the monthly settlement report for the Forward Capacity Market, which documents the total demand reduction capability for all On-Peak Demand Resources and Seasonal Peak Demand Resources in operation as of the end of the previous month.

MEPCO Grandfathered Transmission Service Agreement (MGTSA) 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), MGTSA 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.

Metered Quantity For Settlement is defined in Section III.3.2.1.1 of Market Rule 1.

Minimum Consumption Limit is (a) the lowest consumption level, in MW, available for economic dispatch from a DARD and is based on the physical characteristics as submitted as part of the DARD's Offer Data, and (b) for a DARD undergoing Facility and Equipment Testing or auditing, the level to which the DARD requests and is approved to operate or is directed to operate for purposes of completing the Facility and Equipment Testing or auditing.

Minimum Down Time is the number of hours that must elapse after a Generator Asset or Storage DARD has been released for shutdown at or below its Economic Minimum Limit or Minimum Consumption

Limit before the Generator Asset or Storage DARD can be brought online and be released for dispatch at its Economic Minimum Limit or Minimum Consumption Limit.

Minimum Generation Emergency means an Emergency declared by the ISO in which the ISO anticipates requesting one or more Generator Assets 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 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 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 or the number of hours that must elapse after a Storage DARD has been scheduled to consume at its Minimum Consumption Limit before it can be released for shutdown.

Minimum Time Between Reductions is the number of hours that must elapse after a Demand Response Resource has received a Dispatch Instruction to stop reducing demand before the Demand Response Resource can achieve its Minimum Reduction after receiving a Dispatch Instruction to start reducing demand.

Minimum Total Reserve Requirement, which does not include Replacement Reserve, is the combined amount of TMSR, TMNSR, and TMOR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

Monthly Blackstart Service Charge is the charge made to Transmission Customers pursuant to Section 6 of Schedule 16 to the OATT.

Monthly Capacity Payment is the Forward Capacity Market payment described in Section III.13.7.3 of Market Rule 1.

Monthly Peak is defined in Section II.21.2 of the OATT.

Monthly Real-Time Demand Reduction Obligation is the absolute value of a Customer's hourly Real-Time Demand Reduction Obligation summed for all hours in a month, in MWhs.

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 ninth 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.

MRI Transition Period is the period specified in Section III.13.2.2.1.

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.

NEPOOL GIS API Fees are the one-time on-boarding fees and annual maintenance fees charged to NEPOOL by the NEPOOL GIS Administrator for each NEPOOL Participant or Market Participant that accesses the NEPOOL GIS through an application programming interface pursuant to Rule 3.9(b) of the operating rules of the NEPOOL GIS.

NEPOOL Participant is a party to the NEPOOL Agreement.

NERC is the North American Electric Reliability Corporation or its successor organization.

NESCOE is the New England States Committee on Electricity, recognized by the Commission as the regional state committee for the New England Control Area.

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 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 to be economically viable given reasonable expectations of the energy and ancillary services revenues under long-term equilibrium conditions.

Net Regional Clearing Price is described in Section III.13.7.5 of Market Rule 1.

Net Supply is energy injected into the transmission or distribution system at a Retail Delivery Point.

Net Supply Capability is the maximum Net Supply a facility is physically and contractually able to inject into the transmission or distribution system at its Retail Delivery Point.

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, New Demand Capacity Resource, or New Distributed Energy Capacity Resource.

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 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, a New Demand Capacity Resource Show of Interest Form, or a New Distributed Energy Capacity Resource Show of Interest Form, as described in Section III.13.1.10 of Market Rule 1.

New Demand Capacity Resource is a type of Demand Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4.1 of Market Rule 1.

New Demand Capacity Resource Qualification Package is the information that a Project Sponsor must submit, in accordance with Section III.13.1.4.1.1.2 of Market Rule 1, for each resource that it seeks to offer in the Forward Capacity Auction as a New Demand Capacity Resource.

New Demand Capacity Resource Show of Interest Form is described in Section III.13.1.4.1.1.1 of Market Rule 1.

New Distributed Energy Capacity Resource is a type of Distributed Energy Capacity Resource participating in the Forward Capacity Market, as defined in Section III.13.1.4A.1 of Market Rule 1.

New Distributed Energy Capacity Resource Qualification Package is the information that a Project Sponsor must submit, in accordance with Section III.13.1.4A.1.1.2 of Market Rule 1, for each resource that it seeks to offer in the Forward Capacity Auction as a New Distributed Energy Capacity Resource.

New Distributed Energy Capacity Resource Show of Interest Form is described in Section III.13.1.4A.1.1.1 of Market Rule 1.

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.

New Resource Offer Floor Price is defined in Section III.A.21.3.

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.

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 Generator Asset that must be paid to Market Participants with an Ownership Share in the Generator Asset 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 Generator Asset 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.13.7.5.1.3.

Non-Commercial Capacity is the capacity of a New Capacity Resource or an Existing Capacity Resource, or portion thereof, that has not achieved FCM Commercial Operation.

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-Dispatchable Resource is any Resource that does not meet the requirements to be a Dispatchable Resource.

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-Incumbent Transmission Developer is a Qualified Transmission Project Sponsor that: (i) is not currently a PTO; (ii) has a transmission project listed in the RSP Project List; and (iii) has executed a Non-Incumbent Transmission Developer Operating Agreement. "Non-Incumbent Transmission Developer" also includes a PTO that proposes the development of a transmission facility not located within or connected to its existing electric system; however, because such a PTO is a party to the TOA, it is not required to enter into a Non-Incumbent Transmission Developer Operating Agreement.

Non-Incumbent Transmission Developer Operating Agreement (or NTDOA) is an agreement between the ISO and a Non-Incumbent Transmission Developer in the form specified in Attachment O to the OATT that sets forth their respective rights and responsibilities to each other with regard to proposals for and construction of certain transmission facilities.

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-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.

Northeastern Planning Protocol is the Amended and Restated Northeastern ISO/RTO Planning Coordination Protocol on file with the Commission and posted on the ISO website at the following URL: www.iso-ne.com/static-assets/documents/2015/07/northeastern_protocol_dmeast.doc.

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 Generator Asset, Dispatchable Asset Related Demand, and Demand Response Resource operating limits based on physical characteristics, and information necessary to schedule and dispatch Generator Assets, Dispatchable Asset Related Demands, and Demand Response Resources for the provision or consumption of energy, the provision of 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 a Supply Offer value or a Demand Reduction Offer value between 0 and the CLAIM10 of the resource that represents the amount of TMNSR available either from an off-line Fast Start Generator or from a Fast Start Demand Response Resource that has not been dispatched.

Offered CLAIM30 is a Supply Offer value or a Demand Reduction Offer value between 0 and the CLAIM30 of the resource that represents the amount of TMOR available either from an off-line Fast Start Generator or from a Fast Start Demand Response Resource that has not been dispatched.

On-Peak Demand Resource is a type of Demand Capacity 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 Generator Asset or a Load Asset, where such facility 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.

Passive DR Audit is the audit performed pursuant to Section III.13.6.1.5.4.

Passive DR Auditing Period is the summer Passive DR Auditing Period (June 1 to August 31) or winter Passive DR Auditing Period (December 1 to January 31) applicable to On-Peak Demand Resources and Seasonal Peak Demand Resources.

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.

Permanent De-list Bid is a bid that may be submitted by an Existing Generating Capacity Resource, Existing Import Capacity Resource, Existing Demand Capacity Resource, or Existing Distributed Energy Capacity Resource in the Forward Capacity Auction to permanently remove itself from the capacity market, as described in Section III.13.1.2.3.1.5 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 One Proposal is a first round submission, as defined in Section 4.3 of Attachment K of the OATT, of a proposal for a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade, as applicable, by a Qualified Transmission Project Sponsor.

Phase II Transfer Credit is 60% of the HQICC, or such other fraction of the HQICC as the ISO may establish.

Phase Two Solution is a second round submission, as defined in Section 4.3 of Attachment K of the OATT, of a proposal for a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade by a Qualified Transmission Project Sponsor.

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.

Planning Authority is an entity defined as such by the North American Electric Reliability Corporation.

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 of Interconnection shall have the same meaning as that used for purposes of Schedules 22, 23 and 25 of 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.

Policy Scenario is an Economic Study reference scenario that is described in Section 17.2(c) of Attachment K to the OATT.

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.

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 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, New Demand Capacity Resource, or New Distributed Energy Capacity Resource participate in the Forward Capacity Market, as described in Section III.13.

Proxy De-List Bid is a type of bid used in the Forward Capacity Market.

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.

Public Policy Requirement is a requirement reflected in a statute enacted by, or a regulation promulgated by, the federal government or a state or local (e.g., municipal or county) government.

Public Policy Transmission Study is a study conducted by the ISO pursuant to the process set out in Section 4A.3 of Attachment K of the OATT, and consists of two phases: (i) an initial phase to produce a rough estimate of the costs and benefits of concepts that could meet transmission needs driven by public policy requirements; and (ii) a follow-on phase designed to produce more detailed analysis and engineering work on transmission concepts identified in the first phase.

Public Policy Local Transmission Study is a study conducted by a PTO pursuant to the process set out in Section 1.6 of Attachment K Appendix 1 of the OATT, and consists of two phases: (i) an initial phase to produce an estimate of the costs and benefits of concepts that could meet transmission needs driven by public policy requirements; and (ii) a follow-on phase designed to produce more detailed analysis and engineering work on transmission concepts identified in the first phase.

Public Policy Transmission Upgrade is an addition and/or upgrade to the New England Transmission System that meets the voltage and non-voltage criteria for Public Policy Transmission Upgrade PTF classification specified in the OATT, and has been included in the Regional System Plan and RSP Project List as a Public Policy Transmission Upgrade pursuant to the procedures described in Section 4A of Attachment K of the OATT.

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.

Qualified Transmission Project Sponsor is defined in Sections 4B.2 and 4B.3 of Attachment K 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.

Rapid Response Pricing Asset is: (i) a Fast Start Generator; (ii) a Flexible DNE Dispatchable Generator; or (iii) a Binary Storage DARD with Offer Data specifying a Minimum Run Time and a Minimum Down Time not exceeding one hour each. A Rapid Response Pricing Asset shall also include a Fast Start Demand Response Resource for which the Market Participant's Offer Data meets the following criteria: (i) Minimum Reduction Time does not exceed one hour; and (ii) Demand Response Resource Notification Time plus Demand Response Resource Start-Up Time does not exceed 30 minutes.

Rapid Response Pricing Opportunity Cost is the NCPC Credit described in Section III.F.2.3.10.

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.

Rationing Minimum Limit is the MW quantity for a New Generating Capacity Resource or Existing Generating Capacity Resource below which an offer or bid may not be rationed in the Forward Capacity Auction, but shall not apply to supply offers or demand bids in a substitution auction as specified in Section III.13.2.8.2 and Section III.13.2.8.3.

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 Capability Audit is an audit that measures the ability of a Reactive Resource to provide or absorb reactive power to or from the transmission system at a specified real power output or consumption.

Reactive Resource is a device that dynamically adjusts reactive power output automatically in Real-Time over a continuous range, taking into account control system response bandwidth, within a specified voltage bandwidth in response to grid voltage changes. These resources operate to maintain a set-point voltage and include, but are not limited to, Generator Assets, Dispatchable Asset Related Demands that are part of an Electric Storage Facility, and dynamic transmission devices.

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) of Market Rule 1.

Real-Time Adjusted Load Obligation Deviation is defined in Section III.3.2.1(d) 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(i) of Market Rule 1.

Real-Time Demand Reduction Obligation is defined in Section III.3.2.1(c) of Market Rule 1.

Real-Time Demand Reduction Obligation Deviation is defined in Section III.3.2.1(e) of Market Rule 1.

Real-Time Dispatch NCPC Credit is an NCPC Credit calculated pursuant to Appendix F to Market Rule 1.

Real-Time Energy Inventory is a component of the spot payment that a Market Participant may receive through the inventoried energy program, as described in Section III.K.3.2.1 of Market Rule 1.

Real-Time Energy Market means the purchase or sale of energy, purchase of demand reductions, 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(g) of Market Rule 1.

Real-Time Energy Market Deviation Energy Charge/Credit is defined in Section III.3.2.1(g) of Market Rule 1.

Real-Time Energy Market Deviation Loss Charge/Credit is defined in Section III.3.2.1(g) 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) of Market Rule 1.

Real-Time Generation Obligation Deviation is defined in Section III.3.2.1(d) of Market Rule 1.

Real-Time High Operating Limit is the maximum output, in MW, of a Generator Asset that could be achieved, consistent with Good Utility Practice, in response to an ISO request for Energy (including pursuant to Section III.13.6.4 of Market Rule 1), for each hour of the Operating Day, as reflected in the Generator Asset's Offer Data. This value is based on real-time operating conditions and the physical operating characteristics and operating permits of the facility and must be submitted for all Generator Assets (other than Settlement Only Resources).

Real-Time Load Obligation is defined in Section III.3.2.1(b) of Market Rule 1.

Real-Time Load Obligation Deviation is defined in Section III.3.2.1(d) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange is defined in Section III.3.2.1(b) of Market Rule 1.

Real-Time Locational Adjusted Net Interchange Deviation is defined in Section III.3.2.1(d) of Market Rule 1.

Real-Time Loss Revenue is defined in Section III.3.2.1(l) 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 Offer Change is a modification to a Supply Offer pursuant to Section III.1.10.9(b).

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.2.7A of Market Rule 1.

Real-Time Reserve Credit is a Market Participant's compensation associated with that Market Participant's Resources' Reserve Quantity For Settlement 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 described in Section III.1.7.19 of Market Rule 1.

Real-Time Reserve Opportunity Cost is defined in Section III.2.7A(b) of Market Rule 1.

Real-Time SATOA Obligation is defined in Section III.3.2.1(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.5.7 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 a 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). 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. A Network Customer's Monthly Regional Network Load shall be calculated in accordance with Section II.21.2 of the OATT.

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 Resource with appropriate telecommunications, control and response capability to respond to an AGC SetPoint.

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 Capacity is the lesser of five times the Automatic Response Rate and one-half of the difference between the Regulation High Limit and the Regulation Low Limit of a Resource capable of providing Regulation.

Regulation Capacity Requirement is the amount of Regulation Capacity required to maintain system control and reliability in the New England Control Area as calculated and posted on the ISO website.

Regulation Capacity Offer is an offer by a Market Participant to provide Regulation Capacity.

Regulation High Limit is an offer parameter that establishes the upper bound for AGC SetPoints and is used in the determination of a Resource's Regulation Capacity.

Regulation Low Limit is an offer parameter that establishes the lower bound for AGC SetPoints and is used in the determination of a Resource's Regulation Capacity.

Regulation Market is the market described in Section III.14 of Market Rule 1.

Regulation Resources are those Alternative Technology Regulation Resources, Generator Assets, and Dispatchable Asset Related Demands that satisfy the requirements of Section III.14.2. Regulation Resources are eligible to participate in the Regulation Market.

Regulation Service is the change in output or consumption made in response to changing AGC SetPoints.

Regulation Service Requirement is the estimated amount of Regulation Service required to maintain system control and reliability in the New England Control Area as calculated and posted on the ISO website.

Regulation Service Offer is an offer by a Market Participant to provide Regulation Service.

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, 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 Quantity For Settlement is defined in Section III.10.1 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 Generator Asset, a Dispatchable Asset Related Demand, an External Resource, an External Transaction, a Demand Response Resource, a Settlement Only Distributed Energy Resource Aggregation, or a Demand Response Distributed Energy Resource Aggregation.

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.

Retirement De-List Bid is a bid to retire an Existing Generating Capacity Resource, Existing Import Capacity Resource, Existing Demand Capacity Resource, or Existing Distributed Energy Capacity Resource from all New England Markets, as described in Section III.13.1.2.3.1.5.

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.

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 Generator Asset or Generating Capacity Resource, and represents the maximum dependable load carrying ability of the asset or resource, excluding capacity required for station use.

Seasonal Claimed Capability Audit is the Generator Asset audit performed pursuant to Section III.1.5.1.3.

Seasonal DR Audit is the Demand Response Resource audit performed pursuant to Section III.1.5.1.3.1.

Seasonal Peak Demand Resource is a type of Demand Capacity 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.

Selected Qualified Transmission Project Sponsor is the Qualified Transmission Project Sponsor that proposed the Phase Two Solution, Stage Two Solution, or Longer-Term Proposal that has been identified by the ISO as the preferred Phase Two Solution, Stage Two Solution, or Longer-Term Transmission Solution.

Selected Qualified Transmission Project Sponsor Agreement is the agreement between the ISO and a Selected Qualified Transmission Project Sponsor. The Selected Qualified Transmission Project Sponsor Agreement is provided in Attachment P to the OATT.

Self-Schedule is the action of a Market Participant in committing its Generator Asset or DARD, in accordance with applicable ISO New England Manuals, to provide service in an hour, whether or not in the absence of that action the Generator Asset or DARD would have been committed by the ISO to provide the service. For a Generator Asset, Self-Schedule is the action of a Market Participant in committing 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 committed by the ISO to provide the Energy. For a DARD, Self-Schedule is the action of a Market Participant in committing a DARD to consume Energy in an hour at its Minimum Consumption Limit, whether or not in the absence of that action the DARD would have been committed by the ISO to consume Energy. For an External Transaction, a Self-Schedule is a request by a Market Participant for the ISO to select the External Transaction regardless of the LMP. Demand Response Resources are not permitted to Self-Schedule.

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 officer.

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.C of the ISO New England Financial Assurance Policy.

Settlement Only Distributed Energy Resource Aggregation (SODERA) is a type of Distributed Energy Resource Aggregation and is described in additional detail in Section III.6.6.

Settlement Only Resources are generators of less than 5 MW of maximum net output when operating at any temperature at or above zero degrees Fahrenheit, that meet the metering, interconnection and other requirements 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.

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.

Solar High Limit is the estimated power output (MW) of a solar Generator Asset given the Real-Time solar and weather conditions, taking into account equipment outages, and absent any self-imposed reductions in power output or any reduction in power output as a result of a Dispatch Instruction, calculated in the manner described in the ISO Operating Documents.

Solar Plant Future Availability is the forecasted Real-Time High Operating Limit of a solar Generator Asset, calculated in the manner described in the ISO Operating Documents.

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).

Sponsored Policy Resource is a New Capacity Resource, each asset of which: receives a revenue source, other than revenues from ISO-administered markets, that is supported by a government-regulated rate, charge, or other regulated cost recovery mechanism, and; qualifies as a renewable, clean, zero carbon, or alternative energy asset under a renewable energy portfolio standard, clean energy standard, decarbonization or net-zero carbon standard, alternative energy portfolio standard, renewable energy goal, clean energy goal, or decarbonization or net-zero carbon goal enacted by federal or New England state statute, regulation, or executive or administrative order and as a result of which the asset receives the revenue source.

Stage One Proposal is a first round submission, as defined in Section 4A.6 of Attachment K of the OATT, of a proposal for a Public Policy Transmission Upgrade by a Qualified Transmission Project Sponsor.

Stage Two Solution is a second round submission, as defined in Section 4A.8 of Attachment K of the OATT, of a proposal for a Public Policy Transmission Upgrade by a Qualified Transmission Project Sponsor.

Stakeholder-Requested Scenario is an Economic Study reference scenario that is described in Section 17.2(d) of Attachment K to the OATT.

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 Generator Asset to Market Participants with an Ownership Share in the Generator Asset each time the Generator Asset 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.

State-identified Requirement refers to a legal requirement, mandate or policy of a New England state or local government that forms the basis for a Longer-Term Transmission Study request submitted to the ISO pursuant to the process set out in Section 16 of Attachment K of the OATT.

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, Existing Demand Capacity Resource, or Existing Distributed Energy Capacity 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 costs associated with a Station that are avoided only by the clearing of the Static De-List Bids, the Permanent De-List Bids or the Retirement De-List Bids of all the Existing Generating Capacity Resources comprising the Station.

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.

Storage as Transmission-Only Asset (SATOA) is electric storage equipment that: (1) is connected to or to be connected to Pool Transmission Facilities in the New England Transmission System at a voltage level of 115 kV or higher; (2) the ISO approved to be included in the Regional System Plan and RSP Project List as a regulated transmission solution and Pool Transmission Facility pursuant to the regional system planning processes in Attachment K of the OATT; and (3) is capable of receiving energy only from the Pool Transmission Facilities and storing the energy for later injection to the Pool Transmission Facilities.

Storage DARD is a DARD that participates in the New England Markets as part of an Electric Storage Facility, as described in Section III.1.10.6 of Market Rule 1.

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 pursuant to Section III.9. 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.

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 Operating Limit (SOL) has the meaning specified in the Glossary of Terms Used in NERC Reliability Standards.

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 a form of ten-minute reserve capability, determined pursuant to Section III.1.7.19.2.

Ten-Minute Non-Spinning Reserve Service is the form of Ancillary Service described in Schedule 6 of the OATT.

Ten-Minute Reserve Requirement is the combined amount of TMSR and TMNSR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

Ten-Minute Spinning Reserve (TMSR) is a form of ten-minute reserve capability, determined pursuant to Section III.1.7.19.2.

Ten-Minute Spinning Reserve Requirement is the amount of TMSR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

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) is a form of thirty-minute reserve capability, determined pursuant to Section III.1.7.19.2.

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.

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 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 Reserve Requirement, which includes Replacement Reserve, is the combined amount of TMSR, TMNSR, and TMOR required system-wide as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

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 Constraint Penalty Factors are described in Section III.1.7.5 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.

Unsettled FTR Financial Assurance is an amount of financial assurance required from a Designated FTR Participant as calculated pursuant to Section VI.B of the ISO New England Financial Assurance Policy.

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 On-Peak Demand Resource or Seasonal Peak Demand Response project. The Updated Measurement and Verification Plan may include updated 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 Cap is $2,000/MWh.

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.

Wind High Limit is the estimated power output (MW) of a wind Generator Asset given the Real-Time weather conditions, taking into account equipment outages, and absent any self-imposed reductions in power output or any reduction in power output as a result of a Dispatch Instruction, calculated in the manner described in the ISO Operating Documents.

Wind Plant Future Availability is the forecasted Real-Time High Operating Limit of a wind Generator Asset, calculated in the manner described in the ISO Operating Documents.

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 pursuant to Section III.9. 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.

Zonal Capacity Obligation is calculated in accordance with Section III.13.7.5.2 of Market Rule 1.

Zonal Reserve Requirement is the combined amount of TMSR, TMNSR, and TMOR required for a Reserve Zone as described in Section III.2.7A and ISO New England Operating Procedure No. 8.

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II.8 Billing and Invoicing; Accounting

II.8.1 Billing Procedure: Billings to Transmission Customers shall be made in accordance with this Section II.8, Schedules 18, 20 and 21 and the ISO New England Billing Policy, as applicable, and as may be supplemented by other billing procedures established pursuant to the TOA, a MTOA or an OTOA, as applicable.

II.8.2 Invoicing: Invoicing and payments are addressed in Attachments L1, L2, L3 and L4 to Section II of the Transmission, Markets and Services Tariff.

II.8.3 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) will be calculated in accordance with the methodology specified for interest on refunds in 18 C.F.R. §35.19a(a)(2)(iii) of the Commission's regulations. Interest on delinquent amounts will be calculated from the due date of the bill to the date of payment. Payments must be made by Electronic Funds Transfer or in immediately available funds.

II.8.4 Customer Default: In the event a Transmission Customer fails to make payment to the ISO for services under this OATT, other than under Schedules 18, 20 and 21 of this OATT, on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the ISO notifies the Transmission Customer to cure such failure, a default by the Transmission Customer will be deemed to exist under this OATT. Additional default provisions may apply as stated under the ISO New England Billing Policy, Exhibit ID to Section I of the Transmission, Markets and Services Tariff. Upon the occurrence of a default under this OATT, the ISO may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission approves such termination. In the event of a billing dispute between the ISO and the Transmission Customer, service will continue to be provided under a Service Agreement, and service termination proceedings will not be initiated as long as the Transmission Customer continues to make all payments invoiced by the ISO, including any disputed amounts, subject to resolution of such dispute in favor of such Transmission Customer. If the Transmission Customer fails to meet this requirement for continuation of service, then the ISO may provide notice to the Transmission Customer of the ISO's intention to suspend service in sixty days, in accordance with applicable Commission rules and regulations, and may proceed with such suspension.

II.8.5 Study Costs and Revenues: Transmission Owners shall (i) include in a separate operating revenue account or sub-account the revenues, if any, it receives from transmission service when making Third-Party Sales under Section II of the Tariff, and (ii) include in a separate transmission operating expense account or sub-account, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Owner conducts or is subcontracted to conduct to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including Third-Party Sales, if any, under this OATT; and include in a separate operating revenue account or sub-account the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in a billing under the OATT.

II.8.6 Billing and Invoicing For Other Services and Transactions: Billings and invoicing for MTF Service, OTF Service, Local Service, Excepted Transactions, Grandfathered Intertie Agreements and MEPCO Grandfathered Transmission Service Agreements will be made pursuant to the terms and conditions of Schedules 18, 20 and 21 of this OATT, Excepted Transactions, Grandfathered Intertie Agreements or MEPCO Grandfathered Transmission Service Agreements under which service is provided.

II.8.7 Study Costs and Revenues of a Non-Incumbent Transmission Developer: Non-Incumbent Transmission Developers that are not otherwise party to the TOA shall include in a separate transmission operating expense account or sub-account, costs properly chargeable to expenses that are incurred to perform studies for Phase One Proposals and Phase Two Solutions, and Stage One Proposals and Stage Two Solutions pursuant to Attachment K of this OATT; and include in a separate operating revenue account or sub-account the revenues received for such studies when such amounts are separately stated and identified in a billing under the OATT.

II.8.8 Refund Obligations and Surcharge Rights Associated With Adjustments to Regional and Local Rates: The ISO, PTOs and Non-Incumbent Transmission Developers shall (consistent with Attachment L4 to this OATT) calculate refunds from the PTOs or Non-Incumbent Transmission Developers to the ISO and/or surcharges by the PTOs or Non-Incumbent Transmission Developers to the ISO, which will be passed through by the ISO to its Customers, attributable to adjustments associated with charges under Attachment F and Schedules 1, 8, 9, 13, 14, and 14A of this OATT resulting from: (i) an audit of the regional rates; (ii) a Commission order, including, without limitation, orders approving settlements and letter orders or (iii) a billing correction. Any recalculations shall be made as though any such adjustments had been in effect as of the effective date of the required change(s), with interest to the extent required by applicable order or contract. The affected PTO(s) or Non-Incumbent Transmission Developer(s) shall individually calculate any refunds and/or surcharges associated with any changes in the rates under their respective Local Service Schedules or other rate recovery mechanisms, as appropriate. The ISO, PTOs and Non-Incumbent Transmission Developers shall, to the extent necessary, reasonably cooperate with each other in performing such recalculations. The refund obligations to the ISO associated with such adjustments to rates under Schedules 1, 8, 9 and 21 shall be several, and not joint, obligations and rights of the PTOs; the refund obligations to the ISO associated with such adjustments to rates under Schedules 13, 14, and 14A shall be several, and not joint, obligations and rights of the Non-Incumbent Transmission Developers.

II.8.9   Creditworthiness: The creditworthiness procedures are specified in Attachments L1 through L4 to this OATT.

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, NEMA Upgrade, Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade may be required or proposed pursuant to a Regional System Plan and Attachment K of this OATT. Where a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, NEMA Upgrade, Public Policy Transmission Upgrade or Longer-Term Transmission Upgrade is to be effected, the rights and obligations of the ISO, the PTOs, Non-Incumbent Transmission Developers, and Transmission Customers shall be determined in accordance with the TOA, the NTDOA, Schedule 12 and Attachment K, as applicable.

(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 9, 11, 12, 13, 14, or 14A to this OATT, such issues shall be subject to determination by the Commission in the appropriate proceeding.

II.49 Definition of PTF

PTF or Pool Transmission Facilities are the transmission facilities owned by PTOs, over which the ISO shall exercise Operating Authority in accordance with the terms set forth in the TOA, rated 69 kV or above required to allow energy from significant power sources to move freely on the New England Transmission System, and include:

1. All transmission lines and associated facilities owned by PTOs rated 69 kV and above, except for lines and associated facilities that (i) were not built as Public Policy Transmission Upgrades or Longer-Term Transmission Upgrades and (ii) contribute little or no parallel capability to the PTF. The following do not constitute PTF:

   (a) Unless they were built as part of a Public Policy Transmission Upgrade or a Longer-Term Transmission Upgrade,

      i. Those lines and associated facilities which are required to serve local load only,

      ii. Generator leads, which are defined as radial transmission from a generation bus to the nearest point on the PTF; or

      iii. Lines that are normally operated open.

   (b) Lines and associated facilities that are classified as MTF or OTF.

2. All Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades that comprise transmission lines rated 115 kV or above, and associated facilities rated 115 kV or above, owned by PTOs, and identified pursuant to Attachment K to the OATT shall constitute PTF.

3. Parallel linkages in network stations owned by PTOs (including substation facilities such as transformers, circuit breakers and associated equipment) interconnecting the lines which constitute PTF.

4. If a PTOs with significant generation in its transmission and distribution system (initially 25 MW) is connected to the New England Transmission System and none of the transmission

facilities owned by the PTO qualify to be included in PTF as defined in (1), (2) and (3) above, then such PTO's connection to PTF will constitute PTF if both of the following requirements are met for this connection:

(a) The connection is rated 69 kV or above.

(b) The connection is the principal transmission link between the PTO and the remainder of the PTF network.

5. Rights of way and land owned by PTOs required for the installation of facilities that constitute PTF under (1), (2), (3) or (4) above.

The ISO shall review at least annually the status of transmission lines and associated facilities and determine whether such facilities constitute PTF and shall prepare and keep current a schedule or catalogue of PTF facilities.

The following examples indicate the intent of the above definitions:

Unless they were built as part of a Public Policy Transmission Upgrade or Longer-Term Transmission Upgrade, radial tap lines to local load are excluded.

Lines which loop, from two geographically separate points on the PTF, the supply to a load bus from the PTF are included.

Lines which loop, from two geographically separate points on the PTF, the connections between a generator bus and the PTF are included.

Radial connections or connections from a generating station to a single substation or switching station on the PTF are excluded, unless the requirements of paragraph (2) or (4) above are met.

Transmission facilities owned or supported by a Related Person of a PTO which are rated 69 kV or above and are required to allow Energy from significant power sources to move freely on the New England Transmission System shall also constitute PTF provided (i) such Related Person files with the ISO its consent to such treatment; and (ii) the ISO determines that treatment of the facilities as PTF will facilitate accomplishment of the ISO's objectives. If such facilities constitute PTF pursuant to this paragraph, they shall be treated as "owned" or "supported," as applicable, by a PTO for purposes of this OATT and the other provisions of the TOA, including the ability to include the cost associated with such PTF and any Transmission Support Expenses for support of PTF made by its Related Person in that PTO's Annual Transmission Revenue Requirements, pursuant to Attachment F of the OATT.

Of those transmission facilities that are upgrades, modifications or additions, on and after January 1, 2004, to the transmission system administered by the ISO under the Interim Independent System Operator Agreement, or to the New England Transmission System on or after the Operations Date, only those that: (i) are rated 115kV or above, and (ii) otherwise meet the non-voltage criteria specified in Section II.49 shall be classified as PTF. Those transmission facilities that were PTF pursuant to the Restated NEPOOL Agreement on December 31, 2003, and any upgrades to such facilities that meet the criteria specified in Section II.49, shall remain classified as PTF for all purposes under this Tariff.

SCHEDULE 12

TRANSMISSION COST ALLOCATION ON AND AFTER JANUARY 1, 2004

This Schedule 12 describes the cost allocation treatment of upgrades, modifications or additions to the transmission system in New England on and after January 1, 2004. Nothing in this Schedule 12 shall eliminate the PTF status of transmission facilities that were PTF on December 31, 2003; and any upgrades to such facilities that continue to meet the definition of PTF specified in this OATT shall be classified as PTF for all purposes under this OATT. The costs of all upgrades to the Highgate Transmission Facilities will be treated as HTF and allocated according to this schedule, as may be amended from time to time, provided that such HTF upgrades shall not be limited by Appendix B to Attachment F Implementation Rule under this OATT if classified as Regional Benefit Upgrades.

A. Process for Categorizing Upgrades for Cost Allocation:

Upgrades, modifications or additions to the New England Transmission System shall be categorized by the ISO, with advisory input from the Reliability Committee and the Planning Advisory Committee, as appropriate. A list of categorized Transmission Upgrades shall be made part of each annual and interim RSP, subject to the provisions of Attachment K of this OATT.

B. Transmission Cost Allocation by Category:

1. Generator Interconnection Related Upgrades:

The cost for all Generator Interconnection Related Upgrades shall be allocated pursuant to Schedule 11 of this OATT.

2. Elective Transmission Upgrades:

The cost for all Elective Transmission Upgrades shall not be included in the Pool-Supported PTF costs recoverable under this OATT, but shall be allocated solely to the entity or entities volunteering to make and pay for such Elective Transmission Upgrades.

3. NEMA Upgrades:

The cost for all NEMA Upgrades shall be included in the Pool-Supported PTF costs recoverable under this Tariff for so long as such Transmission Upgrades continue to meet the definition of PTF under this OATT and allocated to Transmission Customers taking service under this OATT.

4. **RTEP02 Upgrades**:

The costs for all RTEP02 Upgrades placed in service on or before December 20, 2007, shall be included in the Pool-Supported PTF costs recoverable under this OATT for so long as such Transmission Upgrades continue to meet the definition of PTF under this OATT and allocated to Transmission Customers taking service under this OATT.

5. **Regional Benefit Upgrades:**

The cost for all Regional Benefit Upgrades, as well as all transmission facilities that were PTF as of December 31, 2003 and upgrades to such facilities that meet the definition of PTF under this OATT, shall be included in the Pool-Supported PTF costs recoverable under this OATT for so long as such Transmission Upgrades and such existing PTF continue to meet the definition of PTF under this OATT and allocated to Transmission Customers taking service under this OATT. Market Efficiency Transmission Upgrades that are not RBUs shall not be included in the Pool-Supported PTF Costs recoverable under this OATT.

6. **Public Policy Transmission Upgrade Costs:**

(a) Seventy percent of the costs of each Public Policy Transmission Upgrade shall be allocated to Transmission Customers taking service under this OATT in the same manner as Regional Benefit Upgrades.

(b) The remaining thirty percent of the costs of each Public Policy Transmission Upgrade shall be allocated to the Regional Network Load of each state in direct proportion to the state's share of the public policy planning need that gives rise to the Public Policy Transmission Upgrade ("Planning Need"). Each state's share of the Planning Need shall be: (i) as shown in a Planning Need identified by NESCOE in a request for a Public Policy Transmission Study pursuant to Section 4A.1 of Attachment K, based on its estimate of the MWhs of electric energy (or MWs of capacity, if applicable) needed over the requested study period to satisfy the state and federal Public Policy Requirements it identified for evaluation and how such needs are allocated among the states, which shall take into account the MWhs (or MWs of capacity, if applicable) associated with contracts and other mechanisms that are available and capable to satisfy the Public Policy Requirements for the year or years of need considered in the requested Public Policy Transmission Study; or (ii) if NESCOE does not provide a Planning Need in such a request, the load-ratio share of the Regional Network Load of each state that has been identified pursuant to the procedures set forth in Sections 4A.1 and 4A.1.1 of Attachment K as having one or more Public Policy Requirements that will be evaluated in the corresponding Public Policy Transmission Study. Nothing in this Schedule 12 shall prevent the applicable PTOs from filing with the Commission an alternative cost allocation for a Public Policy Transmission Upgrade in accordance with the TOA or a Qualified Transmission Project Sponsor that is not a PTO from filing with the Commission an alternative cost allocation for a Public Policy Transmission Upgrade. The revenue requirements for such Public Policy Transmission Upgrades shall be separately determined in accordance with the provisions of Attachment F to this OATT, subject to separate incentives or other modifications specifically approved by the Commission for such upgrades under Section 205 of the Federal Power Act.

Notwithstanding anything else in this Section 6, the costs of Public Policy Transmission Upgrades to address the Public Policy Requirement of a local government shall not be allocated under Schedule 12 and shall be allocated under a separate local schedule or cost recovery mechanism.

7. Local Benefit Upgrades:

The cost for Local Benefit Upgrades shall not be included in the Pool-Supported PTF costs recoverable under this OATT.

8. Localized Costs:

Localized Costs shall not be included in the Pool-Supported PTF costs recoverable under this OATT, or in costs allocated to Regional Network Load according to Section 6 of this Schedule 12, but instead the responsibility for such Localized Costs shall be the responsibility of the entity or entities causing or subject to such Localized Costs. The System Operator, in accordance with Schedule 12C of this OATT, shall review RTEP02 Upgrades, Regional Benefit Upgrades, reconstructions/replacements of all or part of Pool Transmission Facilities, and Public Policy Transmission Upgrades and identify any Localized Costs associated with them.

9. Merchant Transmission Facilities Cost Allocation

The cost of all Merchant Transmission Facilities, including the cost of Transmission Upgrades required to interconnect the Merchant Transmission Facilities to the PTF, shall be the responsibility of the developer of the Merchant Transmission Facilities, and shall not be included in the Pool-Supported PTF costs recoverable under this OATT.

10. Longer-Term Transmission Upgrades:

(a) Longer-Term Transmission Upgrades that meet a greater than 1.0 benefit-to-cost ratio threshold: The cost of Longer-Term Transmission Upgrades shall be allocated in the same manner as Regional Benefit Upgrades, unless the applicable PTOs in accordance with the TOA or a Qualified Transmission Project Sponsor that is not a PTO in accordance with the NTDOA files with the Commission an alternative cost allocation for a Longer-Term Transmission Upgrade that implements the cost allocation requested by NESCOE in a written communication to the ISO pursuant to Section 16.4(i) of Attachment K to this OATT and the Commission approves such alternative cost allocation, in which case: (a) only the portion of the costs associated with addressing any combined reliability and/or market efficiency needs identified in the request for proposal(s) issued pursuant to Section 16.4(a) of Attachment K to this OATT, as calculated by the ISO, shall be allocated in the same manner as Regional Benefit Upgrades; and (b) the incremental costs associated with addressing the longer-term needs identified in a request for proposal(s) issued pursuant to Section 16.4(a) of Attachment K to this OATT shall be allocated under the alternative cost allocation filed with and accepted by the Commission by the applicable PTO in accordance with the TOA or by a Qualified Transmission Project Sponsor that is not a PTO in accordance with the NTDOA.

(b) Longer-Term Transmission Upgrades that do not meet the greater than 1.0 benefit-to-cost ratio threshold: A portion of the cost of the Longer-Term Transmission Upgrades determined by multiplying the benefit-to-cost ratio, as calculated pursuant to Section 16.4(h) of Attachment K to this OATT, by the total cost of the Longer-Term Transmission Upgrades shall be allocated in the same manner as Regional Benefit Upgrades. The remaining portion of the cost of the Longer-Term Transmission Upgrades shall be allocated to Regional Network Load in each of the New England states that voluntarily agree to fund the remaining portion of the cost in accordance with the cost allocation that may be filed by the applicable PTO pursuant to the TOA or a Qualified Transmission Project Sponsor that is not a PTO pursuant to the NTDOA that implements the cost allocation requested by NESCOE in a written communication to the ISO pursuant to Section 16.4(j) of Attachment K to this OATT and is approved by the Commission.

SCHEDULE 12C

DETERMINATION OF LOCALIZED COSTS ON AND AFTER JANUARY 1, 2004

Introduction

The purpose of this Schedule 12C is to describe procedures that the ISO will use in determining Localized Costs for eligible Transmission Upgrades as specified below on or after January 1, 2004.

Review and Approval

These Schedule 12C review and approval procedures are separate and distinct from any other approval procedures within the Transmission, Markets and Services Tariff and are not a condition for receiving approval under any other section of the Transmission, Markets and Services Tariff. If submission of a proposed plan for a Transmission Upgrade by a Market Participant or Transmission Owner for review pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff is required, then the approval for Transmission Upgrade cost allocations as described under this Schedule 12C of this OATT cannot occur sooner than after that review has been completed and it has been determined, pursuant to Section I.3.9 of the Transmission, Markets and Services Tariff, that the Market Participant or Transmission Owner is free to proceed with implementation of the proposed Transmission Upgrade.

Entities conducting transmission system studies shall review and discuss transmission design and construction alternatives as they are developed under a System Impact Study ("SIS") or as part of the Regional System Plan with the System Operator, Reliability Committee and the Planning Advisory Committee, as deemed appropriate by the ISO.

1. Review Procedures For Determining Localized Costs

All (1) RTEP02 Upgrades; (2) Regional Benefit Upgrades developed pursuant to Section 4.2 of Attachment K of the OATT; (3) reconstructions/replacements of all or part of Pool Transmission Facilities; and (4) Regional Benefit Upgrades, Public Policy Transmission Upgrades, and Longer-Term Transmission Upgrades developed pursuant to Sections 4.3, 4A, and 16 (respectively) of Attachment K of the OATT shall be reviewed by the ISO with advisory input from the Reliability Committee to determine if any of the costs associated with such upgrades are Localized Costs, except that a proposed Transmission Upgrade which costs less than $500,000 may be exempted from this review by the ISO.

The ISO, with advisory input from the Reliability Committee, will review and update, as appropriate, the $500,000 threshold on an annual basis.

The Market Participant or Transmission Owner seeking cost recovery for a proposed Transmission Upgrade, including reconstruction or replacement, shall submit to the ISO and the Reliability Committee the following information as deemed appropriate by the ISO:

(a) A description of (i) the proposed Transmission Upgrade and any feasible and practical transmission alternatives that were considered, and (ii) the most currently available study grade or better estimates of the construction, including the potential impact on the bulk power system during the construction of such upgrade, and (iii) the operating costs of the proposed Transmission Upgrade and any feasible and practical transmission alternatives that were considered.

(b) A summary of the technical analysis performed for the Transmission Upgrade and the identified transmission alternatives.

(c) A review and discussion of the need for the proposed Transmission Upgrade.

(d) A discussion of why the requested Transmission Upgrade was selected over other transmission alternatives, with a description of the benefits of the proposed Transmission Upgrade over other transmission alternatives from an operational, timing of implementation, cost and reliability perspective.

If in reviewing the application and associated information, the ISO, with advisory input from the Reliability Committee, decides that additional information, review, or study is required prior to acting on the application, the ISO, with advisory input from the Reliability Committee, may elect to defer action and solicit supplementary information, review, or study as required. Sources for such additional information may be, but are not limited to, the entity sponsoring the application, Transmission Owners, or the Reliability Committee.

In making its determination of whether Localized Costs exist for the Transmission Upgrades identified in (1), (2) and (3) above, the ISO will consider the reasonableness of the proposed engineering design and construction method with respect to (i) Good Utility Practice, (ii) the current engineering design and construction practices in the area in which the Transmission Upgrade is built, (iii) alternate feasible and practical Transmission Upgrades and (iv) the relative costs, operation, timing of implementation, efficiency and reliability of the proposed Transmission Upgrades.

In making its determination of whether Localized Costs exist for the Transmission Upgrades identified in (4) above, the ISO will consider incremental costs resulting from changes to the Transmission Upgrade described in the Transmission Cost Allocation application (or any revisions thereto) for regional rate recovery compared to the description of the Transmission Upgrade in Schedule A to the Selected Qualified Transmission Project Sponsor Agreement. Localized Costs for the Transmission Upgrades identified in (4) above that are located on a PTO's existing transmission system, where the Selected Qualified Transmission Project Sponsor is not the PTO for the existing system element(s), will be determined in a manner consistent with the process described for the Transmission Upgrades identified in (1), (2) and (3) above.

Local siting requirements for transmission facilities shall not be dispositive of whether or not Localized Costs exist with respect to any particular Transmission Upgrade.

The ISO will develop detailed procedures to fulfill the objectives and requirements of this Schedule 12C.

2. Additional Transmission Upgrade Costs or Design Changes Subsequent to the ISO's Determination of Localized Costs

If the costs associated with a Transmission Upgrade exceed the estimated Pool-Supported PTF costs determined in the original Localized Costs review by ten percent, or the design associated with the construction of a Transmission Upgrade is materially changed subsequent to the ISO's determination of Localized Costs, then the applicant for Pool-Supported PTF costs shall be required to submit its Transmission Upgrade again to a review by the ISO to determine if any of the incremental costs or costs associated with the change in design are Localized Costs.

3. Dispute Resolution Regarding Determination of Localized Costs

The ISO's determination of Localized Costs under this OATT shall take effect on the date on which the ISO issues its written findings and determination. The applicant for cost recovery (the "Applicant") whose project is deemed to include Localized Costs may dispute such decision by the ISO by submitting within 60 days of such decision formal written notice of the dispute to the ISO, describing in detail the basis for its challenge of the ISO's determination. The Applicant and the ISO shall then enter into good faith negotiations for a period not to exceed 60 days from the date of the Applicant's written notice to try to resolve the dispute.

If there is no satisfactory resolution of the dispute at the end of the negotiation period, the Applicant shall then have the right to file a Section 206 complaint with the Commission.

SCHEDULE 14A

RECOVERY OF LONGER-TERM TRANSMISSION UPGRADE COSTS BY NON-INCUMBENT TRANSMISSION DEVELOPERS

1. Applicability

1.1 Use by Non-Incumbent Transmission Developers

This schedule is to be utilized by Non-Incumbent Transmission Developers that: (i) are not also Participating Transmission Owners, and (ii) are Qualified Transmission Project Sponsors. This schedule is designed to enable the recovery of all prudently incurred costs following the execution of the Selected Qualified Transmission Sponsor Agreement, to the extent permitted in Section 16 of Attachment K to this OATT, for Longer-Term Transmission Upgrades, and the recovery of "construction work in progress" costs stemming from a Longer-Term Transmission Upgrade.

1.2 Costs Recovered Under Schedule 14A May Not Also Be Recovered Through Another Schedule

Any costs recovered by the Non-Incumbent Transmission Developer under this Schedule 14A cannot also be recovered under another Schedule to this OATT.

1.3 Transfer of Unrecovered Costs Upon Execution of the Transmission Operating Agreement

Following the execution of the Transmission Operating Agreement by the Non-Incumbent Transmission Developer, any costs that are not already recovered under this Schedule 14A may be recovered under the appropriate cost recovery mechanism set forth in this OATT, as appropriate.

2. Section 205 Rate Filing; Invoicing

2.1 Section 205 Rate Filing

Prior to recovering any Longer-Term Transmission Upgrade costs and in accordance with Section 16 of Attachment K to this OATT, a Non-Incumbent Transmission Developer shall submit a filing with the Commission pursuant to Section 205 of the Federal Power Act requesting approval of the actual Longer-Term Transmission Upgrade costs and the period of time over which the costs are to be recovered. Upon approval by the Commission, such terms of recovery shall be included in discrete schedules to this Schedule 14A. The Non-Incumbent Transmission Developer shall notify the ISO of the Commission-approved Longer-Term Transmission Upgrade costs and the applicable recovery period recognized in the Commission Order.

2.2 Invoicing and Collection by ISO

The ISO acts as counterparty for the billing and collection agent for Non-Incumbent Transmission Developers for recovery of their Commission-approved Longer-Term Transmission Upgrade costs, in accordance with Section 16 of Attachment K to this OATT. Upon notification from a Non-Incumbent Transmission Developer of the Commission Order approving costs for recovery, the ISO shall allocate and invoice costs consistent with the applicable cost allocation established in accordance with Section 16 of Attachment K to this OATT. The ISO shall disburse the monthly collected amounts to the Non-Incumbent Transmission Developer, as appropriate.

3. Construction Work in Progress Costs

3.1 Section 205 Rate Filing

In accordance with the terms of the Non-Incumbent Transmission Developer Operating Agreement, a Non-Incumbent Transmission Developer may submit filings to the Commission pursuant to Section 205 of the Federal Power Act for recovery of its “construction work in progress” costs associated with a Longer-Term Transmission Upgrade. Upon approval by the Commission, such terms of recovery shall be included in discrete schedules to this Schedule 14A.

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, 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, and local system planning process conducted by the PTOs, pursuant to their 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 Sections 4.1(f) and 4A.3(b) of this Attachment into the Needs Assessments, Public Policy Transmission Studies or the Regional System Plan ("RSP"), described below. Where market responses incorporated into the Needs Assessments or Public

Policy Transmission Studies do not eliminate or address the needs identified by the ISO in Needs Assessments, Public Policy Transmission Studies or the RSP, the ISO shall develop or evaluate, pursuant to Sections 4.2(b), 4.3, or 4A of this Attachment, as applicable, 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. 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, 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;

(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;

(iv) those projects identified through the Public Policy procedures described in Section 4A of this Attachment K; and

(v) those projects identified through the longer-term transmission planning procedures described in Section 16 of this Attachment K.

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.

1.1 Enrollment

For purposes of participating as a transmission provider in the New England transmission planning region pursuant to this Attachment K, and distinct from Transmission Providers as defined in Section I of this Tariff, an entity chooses to enroll by executing (or having already executed) a: (i) transmission operating agreement with the ISO, or (ii) a Market Participant Service Agreement coupled with a written notification to the ISO that the entity desires to be a transmission provider in the New England region. Such enrollment in the transmission planning region is not necessary to participate in the Planning Advisory Committee, which is open to any entity as described in Section 2.3 of this Attachment K.

1.2 A List of Entities Enrolled in the Planning Region

A list of entities enrolled in the transmission planning region as transmission providers as described in Section 1.1. above, is included as Appendix 2 of this Attachment K.

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, Solutions Studies, and competitive solutions developed pursuant to Section 4.3 of this Attachment, (iv) potential market responses to the needs identified by the ISO in a Needs Assessment or the RSP, (v) Cluster Enabling Transmission Upgrades Regional Planning Studies, (vi) the results of Public Policy Transmission Studies and competitive solutions developed pursuant to Section 4A of this Attachment, and (vii) Longer-Term Transmission Studies and competitive solutions developed pursuant to Section 16 of this Attachment. The Planning Advisory Committee, with the assistance of and in coordination with the ISO, serves also to identify and prioritize the Stakeholder-Requested Scenario and stakeholder-requested scenario sensitivities 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. Based on input and feedback related to the regional system planning process provided by the Planning Advisory Committee to the ISO, the ISO shall consult with the appropriate NEPOOL technical committees, including but not limited to, the Markets, Reliability and Transmission Committees, on issues and concerns identified by the Planning Advisory Committee as requiring further investigation and consideration of potential changes to ISO New England Operating Documents.

2.3 Membership

There are no membership requirements to become part of the Planning Advisory Committee. Meetings are open to members of any entity, including State regulators or agencies and NESCOE, subject to the Critical Energy Infrastructure Information ("CEII") policy as further described in Section 2.4(d) of this Attachment. To be added to the Planning Advisory Committee email distribution list, an email address shall be provided to the Secretary of the Committee. Throughout this Attachment K, a member of the Planning Advisory Committee refers to any individual, whether they attend Planning Advisory Committee meetings or are included on the email distribution list.

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 and the competitive solution process described in Sections 4.3 and 16 of this Attachment, meets 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, Market Efficiency Transmission Upgrades, Longer-Term Transmission Upgrades, and Public Policy Transmission Upgrades (which, for the foregoing types of upgrades, may include the portions of Interregional Transmission Projects located within the New England Control Area) and of External Transmission Projects. 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.

Each RSP shall be built upon the previous 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, 4.2, 4.3, 4A, and 16 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").

The revisions to this Attachment K submitted to comply with FERC's Order No. 1000 shall not apply to any Proposed or Planned project included in an RSP approved by the ISO Board of Directors (or in an RSP Project List update) prior to the May 18, 2015 effective date of the Order No. 1000 compliance filing of the ISO and the PTOs, unless the ISO is re-evaluating the solution design for such project as of that effective date, or subsequently determines that the solution design for such project requires re-evaluation.

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 4.1(f), 4A.3(b), 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 an RSP, Needs Assessment, or Public Policy Transmission Study; and (ii) that have proved to be viable by meeting the criteria specified in Section 4.1(f) or 4A.3(b) 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, Public Policy Transmission Upgrades identified pursuant to Section 4A of this Attachment, and Longer-Term Transmission Upgrades identified pursuant to Section 16 of this Attachment. The RSP Project List shall identify the proposed regulated transmission solutions separately as a Reliability Transmission Upgrade, a Market Efficiency Transmission Upgrade, a Public Policy Transmission Upgrade, or a Longer-Term Transmission Upgrade.

With regard to Reliability Transmission Upgrades, Market Efficiency Transmission Upgrades, Public Policy Transmission Upgrades, and Longer-Term Transmission Upgrades, the following subcategories will be utilized to indicate the status of each proposed regulated transmission solution in the evaluation process. These subcategories include: (i) Proposed; (ii) Planned; (iii) Under Construction; and (iv) In-Service.

The regulated transmission solution subcategories are defined as follows:

(i) For purposes of Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades, "Proposed" shall include a regulated transmission solution that (a) has been proposed in response to a specific need identified by the ISO in a Needs Assessment or the RSP and (b) has been evaluated or further defined and developed in a Solutions Study, as specified in Section 4.2(a) of this Attachment, or in the competitive solutions process specified in Section 4.3 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.

For purposes of Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades, "Proposed" means that the ISO has included the project in the RSP Project List pursuant to the procedures described in Section 4A or 16 of this Attachment K, but that the project has not yet been approved by the ISO under Section I.3.9 of the Tariff.

(ii) “Planned” shall include a Transmission Upgrade that has met the requirements for a Proposed project and has been approved by the ISO under Section I.3.9 of the Tariff.

(iii) “Under Construction” shall include a Transmission Upgrade that has received the approvals required under the Tariff and engineering and construction is underway.

(iv) “In Service” shall include a Transmission Upgrade that has been placed in commercial operation.

The RSP Project List shall also list External Transmission Projects for which cost allocation and, if applicable, operating agreements have been accepted by the Commission, and indicate whether such External Transmission Projects are proposed, under construction or in service.

Each Reliability Transmission Upgrade and Market Efficiency Transmission Upgrade shall be cross-referenced to the specific systemwide or area needs identified in a Needs Assessment or RSP. Each proposed Public Policy Transmission Upgrade shall be cross-referenced in the RSP Project List to a specific Public Policy Transmission Study. Each proposed Longer-Term Transmission Upgrade shall be cross-referenced in the RSP Project List to a specific Longer-Term Transmission Study.

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.

An Interregional Transmission Project developed pursuant to Section 6.3 of this Attachment K may displace a regional Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade on the RSP Project List where the ISO has determined that the Interregional Transmission Project is a more efficient or cost-effective solution.

In the case of an Interregional Transmission Project that could meet the needs met by a Public Policy Transmission Upgrade, the associated Public Policy Transmission Upgrade may be removed from the RSP Project List in the circumstances described, and using the procedures specified, in Section 4A of Attachment K.

(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; (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; and (iv) may remove from the RSP Project List regulated transmission solutions or Transmission Upgrades that have been displaced by an Interregional Transmission Project in the circumstances described in Section 3.6(a) of this Attachment. With regard to (iii) above, this may include the removal of a regulated transmission solution or Transmission Upgrade because a market response meeting the need reaches the maturity specified in Sections 4.1(f) or 4A.3(b) of this Attachment and has been determined, pursuant to Sections 4.1(f) or 4A.3(b) of this Attachment, to meet the need described in the pertinent Needs Assessment, Public Policy Transmission Study or RSP, as applicable. In doing so, the ISO shall consult with and consider the input from the Planning Advisory Committee and, as appropriate, the Reliability Committee. In addition, the ISO shall remove from the RSP Project List any Public Policy Transmission Upgrade if the ISO determines, with input from the Planning Advisory Committee, that the need to which the Public Policy Transmission Upgrade responds no longer exists. Furthermore, the ISO shall remove from the RSP Project List any Longer-Term Transmission Upgrade if requested to do so in a written NESCOE communication.

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, Schedule 13, Schedule 14, and Schedule 14A 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

The regional system planning process established in this Attachment K has four different processes. Except as otherwise provided in Section 16 of this Attachment, the reliability planning process established in this Attachment K shall apply to all transmission solutions adopted to resolve a reliability need, and the market efficiency planning process established in this Attachment K shall apply to all transmission solutions adopted to resolve a market efficiency need. The public policy planning process established in this Attachment K shall apply to all transmission solutions adopted to resolve a public policy need. The longer-term transmission planning procedures established in this Attachment K shall apply to all transmission solutions adopted to resolve a longer-term need, and may apply to a non-time-sensitive reliability or market-efficiency need to the extent identified by the ISO and combined with longer-term needs in a request for proposal(s) requested by NESCOE in accordance with Section 16.4(a) of this Attachment K.

As described further in Section 4.1(a) below, the planning process in Section 17 of this Attachment K shall be used to identify market efficiency issues and, along with Section 4.1(a), trigger market efficiency Needs Assessments. Market efficiency Needs Assessments shall be conducted pursuant to this Section 4.

For needs identified initially as reliability, market efficiency or public policy needs, the collateral benefits of potential solutions to those needs shall not change the planning process applicable to those identified needs; notwithstanding the foregoing, the ISO shall report its views as to whether a project or preferred solution may also satisfy identified reliability needs of the system as described in Section 4A.8 of this Attachment K.

Sections 4.1 through 4.3 of this Attachment are not applicable to the planning of Public Policy Transmission Upgrades, which is governed instead by Section 4A of this Attachment. Sections 4.1 through 4A of this Attachment are not applicable to the planning of Longer-Term Transmission Upgrades, which is governed instead by Section 16 of this Attachment.

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 (i.e., reliability Needs Assessment) and the operation of efficient wholesale electric markets in New England (i.e., market efficiency Needs Assessment). 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, as needed to:

- Assess compliance with reliability standards and criteria (including those established by the ISO, NERC, and NPCC) consistent with the long term needs of the system.

- Assess the adequacy of the transmission system capability, such as transfer capability, to support local, regional and interregional reliability.

- Assess the efficient operation of the wholesale electric market. (See Attachment N regarding the identification of market efficiency upgrades).

- Assess sufficiency of the system to integrate new resources and loads on an aggregate or regional basis as needed for the reliable and efficient operation of the system.

- Analyze various aspects of system performance. (Including but not limited to, transient network analysis, small signal analysis, electromagnetic transients program analysis, or delta P analysis).

- Examine short circuit performance of the system.

- Assess the ability to efficiently operate and maintain the transmission system.

- Address market efficiency issues.

- Address system performance in consideration of de-list bids and cleared demand bids consistent with sections 4.1(c) and 4.1(f) of Attachment K.

- Address system performance as otherwise deemed appropriate by the ISO.

(b) [RESERVED]

(c) Conduct of a Needs Assessment for Rejected De-List Bids

(i) 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.

(ii) 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 Dynamic De-List Bids, Static De-List Bids, Permanent De-List Bids or Retirement De-List Bids 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, NESCOE, 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) Treatment of Market Responses 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.

In performing Needs Assessments, the ISO shall rely on certain resources to prevent the identification of system needs. Specifically, the ISO shall incorporate or update information regarding future resources, with the exception of imports across external tie lines, 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, (iii) have a financially binding obligation pursuant to a contract, or (iv) have been forecast in the ISO's Forecast Report of Capacity, Energy, Loads and Transmission. The ISO shall also incorporate or update information regarding all existing resources, with the exception of imports across external tie lines, in Needs Assessments. Imports across future or existing external tie lines will not be relied upon unless such imports (i) have a Capacity Supply Obligation corresponding to the year of study, (ii) have been selected in, and are contractually bound by, a state-sponsored request for proposals, (iii) have a financially binding obligation pursuant to a contract, or (iv) may be represented by a minimum flow based on HQ Interconnection Capability Credits. The ISO will model out-of-service all submitted Retirement De-List Bids, submitted Permanent De-List Bids, and demand bids that have cleared in a substitution auction, and may model out-of-service rejected-for-reliability Static De-List Bids and rejected-for-reliability Dynamic De-List Bids from the most recent Forward Capacity Auction. With respect to having been selected in, and being contractually bound by a state-sponsored request for proposals, or having a financially binding obligation pursuant to a contract, demonstration of such contracts is accomplished through submittal for ISO review of an order or other similar authorization from the appropriate state regulatory agency, along with a copy of the contract, that together demonstrate the contractual requirements. These documents may be submitted by: the Project Sponsor; the state regulatory agency authorizing the contract; a transmission company that is a counterparty to the contract; or by a third-party organization representing the interests of the New England states regarding energy related issues, such as NESCOE. 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 the 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.

(g) Needs Assessment Support

For the development of the Needs Assessments, the ISO will coordinate with the PTOs and the Planning Advisory Committee to support the ISO's performance of Needs Assessments. To facilitate this support, the ISO will post on its website the models, files, cases, contingencies, assumptions and other information used to perform Needs Assessments. The ISO may establish requirements that any PTO or member of the Planning Advisory Committee must satisfy in order to access certain information used to perform Needs Assessments, due to ISO New England Information Policy and CEII constraints. The ISO may ask PTOs or Planning Advisory Committee members with special expertise to provide technical support or perform studies required to assess one or more potential needs that will be considered in the Needs Assessments process. These entities will provide, and the ISO will post on its website, the models, files, cases, contingencies, assumptions and other information used by those entities to perform studies. The ISO will post the draft results of any such Needs Assessment studies on its website. The ISO will convene meetings open to any representative of an entity that is a member of the Planning Advisory Committee to facilitate input on draft Needs Assessments studies and the inputs to those studies prior to the ISO's completion of a draft Needs Assessment report to be reviewed by the entire Planning Advisory Committee pursuant to Section 4.1(i) of this Attachment. All provisions of this subsection (g) relating to the provision and sharing of information shall be subject to the ISO-NE Information Policy.

(h) 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.

(i) 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. Where the ISO forecasts that a solution is needed to solve reliability criteria violations in three years or less from the completion of a Needs Assessment (unless the solution to the Needs Assessment will likely be a Market Efficiency Transmission Upgrade), and the requirements of Section 4.1(j) of this Attachment have been met or where there is only one Phase One Proposal submitted in response to a request for proposal issued under Sections 4.3(a) of this Attachment or only one proposed solution that is selected to move on as a Phase Two Solution, the ISO will evaluate the adequacy of proposed regulated solutions by performing Solutions Studies, as described in Section 4.2 of this Attachment. Where the solution to a Needs Assessment will likely be a Market Efficiency Transmission Upgrade, or where the forecast year of need for a solution that is likely to be a Reliability Transmission Upgrade is more than three years from the completion of a Needs Assessment, the ISO will conduct a solution process based on a two-stage competitive solution process, as described in Section 4.3 of this Attachment.

(j) Requirements for Use of Solutions Studies Rather than Competitive Solution Process for Projects Based on Year of Need

The following requirements must be met in order for the ISO to use Solutions Studies in the circumstances described in Section 4.1(i) based on the solution's year of need:

(i) The ISO shall separately identify and post on its website an explanation of the reliability criteria violations and system conditions that the region has a time-sensitive need to solve within three years of the completion of the relevant Needs Assessment. The explanation shall be in sufficient detail to allow stakeholders to understand the need and why it is time-sensitive.

(ii) In deciding whether to utilize Solutions Studies, such that the regulated transmission solution will be developed through a process led by the ISO and built by the PTO(s), the ISO shall:

(A) Provide to the Planning Advisory Committee and post on its website a full and supported written description explaining the decision to designate a PTO as the entity responsible for construction and ownership of the reliability project, including an explanation of other transmission or non-transmission options that the region considered but concluded would not sufficiently address the immediate reliability need, and the circumstances that generated the reliability need and an explanation of why that reliability need was not identified earlier.

(B) Provide a 15-day period during which comments from stakeholders on the posted description may be sent to the ISO, which comments will be posted on the website, as well.

(iii) The ISO shall maintain and post on its website a list of prior year designations of all projects in the limited category of transmission projects for which the PTO(s) was designated as the entity responsible for construction and ownership of the project following the performance of Solutions Studies. The list must include the project's need-by date and the date the PTO(s) actually energized the project, i.e., placed the project into service. The ISO shall file such list with the Commission as an informational filing in January of each calendar year covering the designations of the prior calendar year, when applicable.

4.2 Evaluation of Regulated Transmission Solutions in Solutions Studies, Where Competitive Solution Process of Section 4.3 Is Not Applicable

The procedures described in this Section 4.2 shall be utilized for the evaluation of regulated transmission solutions for reliability and market efficiency needs where the requirements of Sections 4.1(i) and/or (j) of this Attachment are satisfied. Otherwise, the procedures of Section 4.3 shall be utilized for that purpose.

(a) Evaluation and Development of Regulated Transmission Solutions in Solutions Studies for Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades

In the case of Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades, 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 solutions for the region that offer the best combination of electrical performance, cost, future system expandability, and feasibility to meet a need identified in a Needs Assessment in the required time frame. 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.

(b) 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.

(c) Classification of Regulated Transmission Solutions as Market Efficiency Transmission Upgrades or Reliability Transmission Upgrades

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 a Reliability Transmission

Upgrade and/or a Market Efficiency Transmission Upgrade pursuant to the standards set forth in Attachment N of this OATT.

(d) Evaluation Factors Used for Identification of the Preferred Solution

Factors to be considered during the evaluation process for identification of the preferred solution may include, but are not limited to, the following which are listed in no particular order:

- Installed cost;
- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Loss savings;
- Replacement of aging infrastructure;
- Environmental impact;
- Design standards; and
- Impact on NPCC Bulk Power System classification.

(e) Identification of the Preferred Solution and Inclusion of Results of Solutions Studies for Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades in the RSP

The results of Solutions Studies related to Market Efficiency Transmission Upgrades and Reliability Transmission Upgrades will be reported to the Planning Advisory Committee. After receiving feedback from the Planning Advisory Committee, the ISO will identify the preferred solution. The ISO will inform the appropriate Transmission Owners in writing regarding the identification of the preferred solution.

Once identified, the preferred solution, as appropriate, will be reflected (with an overview of why the solution is preferred) in the RSP and/or its Project List, as it is updated from time to time in accordance with this Attachment. Where external impacts of regional projects are identified through coordination by the ISO with neighboring entities, those impacts will be identified in the RSP. Costs associated with such impacts will be addressed as set forth in Schedule 15.

(f) Cancellation of a Solutions Study

The ISO may cancel a Solutions Study at any time. Such cancellation may be due to new or different assumptions which may change or eliminate the identified needs. Any costs associated with Solutions Study development shall be recovered pursuant to Section 3.6(c) of this Attachment.

4.3 Competitive Solution Process for Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades

(a) Initiating the Competitive Solution Process

The ISO will publicly issue a request for proposal for which, pursuant to Section 4.1(i) of this Attachment, a competitive solution process will be utilized. The request for proposal will indicate that a Qualified Transmission Project Sponsor may submit an individual or joint Phase One Proposal(s) offering a solution that addresses the identified needs or address a subset of those needs. In the case where a joint Phase One Proposal is submitted, all parties must be Qualified Transmission Project Sponsors. A Qualified Transmission Project Sponsor may propose a comprehensive solution to address the identified needs, or a subset thereof, that includes an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the Qualified Transmission Project Sponsor's proposed solution relating to the upgrade(s) of an existing transmission system element(s) must provide all data available to the Qualified

Transmission Project Sponsor as part of its response to the request for proposal. The Qualified Transmission Project Sponsor is not required to procure agreements with the PTO for implementation of such upgrades as the PTO is required to implement the upgrade(s) in accordance with Schedule 3.09(a) of the Transmission Operating Agreement if the proposed solution is selected through the competitive process.

A PTO or PTOs identified by the ISO as the Backstop Transmission Solution provider(s) shall submit an individual or joint Phase One Proposal (if more than one PTO is identified) as a Backstop Transmission Solution to comprehensively address all of the needs identified in the request for proposal that would be solved by a project located within or connected to its/their existing electric system, and which it/they would therefore have an obligation to build under Schedule 3.09(a) of the TOA. Such PTOs may recover the costs of preparing the Backstop Transmission Solution in accordance with the mechanisms reflected in the OATT and the terms of the TOA.

A member of the Planning Advisory Committee that is not a Qualified Transmission Project Sponsor but would like the ISO to consider a Phase One Proposal reflecting its concept for a project in response to a request for proposal (that is, a project that is "unsponsored") must, before the deadline for the submission of Phase One Proposals, identify a Qualified Transmission Project Sponsor willing to submit a corresponding Phase One Proposal and Phase Two Solution (and to develop and construct the project, if selected in the competitive solution process) in order for the unsponsored project to be submitted in response to an ISO solicitation in Phase One. Upon request by the pertinent Planning Advisory Committee member for assistance in identifying a sponsor, the ISO shall post on its website and distribute to the Planning Advisory Committee a notice that solicits expressions of interest by Qualified Transmission Project Sponsors for sponsorship of the member's conceptual project. All expressions of interest shall include a detailed explanation of why the Qualified Transmission Project Sponsor is best qualified to construct, own and operate the unsponsored project. If only one Qualified Transmission Project Sponsor expresses interest, the ISO shall designate it as the Qualified Transmission Project Sponsor. If more than one Qualified Transmission Project Sponsor expresses interest, the Planning Advisory Committee member shall select the Qualified Transmission Project Sponsor. In either case, the designated Qualified Transmission Project Sponsor shall thereafter comply with the requirements of this Attachment K and the ISO Tariff with respect to the project. If no Qualified Transmission Project Sponsor expresses interest, the unsponsored project may not be submitted as a Phase One Proposal.

(b) Use and Control of Right of Way

Neither the submission of a project by a Qualified Transmission Project Sponsor nor the selection by the ISO of a project submitted by a Qualified Transmission Project Sponsor for inclusion in the RSP Project List shall alter a PTO's use and control of an existing right of way, the retention, modification, or transfer of which remain subject to the relevant law or regulation, including property or contractual rights, that granted the right-of-way. Nothing in the processes described in this Attachment K requires a PTO to relinquish any of its rights-of-way in order to permit a Qualified Transmission Project Sponsor to develop, construct or own a project.

(c) Information Required for Phase One Proposals; Study Deposit; Timing

Phase One Proposals shall provide the following information:

(i) a detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;

(ii) a detailed explanation of the identified needs that are addressed, how the proposed solution addresses those identified needs, a description of those needs which have not been addressed, and a description of the impact of the Phase One Proposal on those needs which have not been addressed;

(iii) the proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;

(iv) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained; and

(v) the estimated installed costs of the proposed solution, including a high-level itemization of the components of the cost estimate and any cost containment or cost cap measures.

With each proposal, the submitting Qualified Transmission Project Sponsor must include payment of a $100,000 study deposit per submitted Phase One Proposal to support the cost of Phase One Proposal and Phase Two Solution study work by the ISO. The study deposit of $100,000 shall be applied towards the costs incurred by the ISO associated with the study of the Phase One Proposal and Phase Two Solution.

Phase One Proposals must be submitted by the deadline specified in the public posting by the ISO of the request for proposal described in Section 4.3(a) of this Attachment, which shall not be less than 60 days from the posting date of the request for proposal. The ISO may reject submittals which are insufficient or not adequately supported.

(d) LSP Coordination

Qualified Transmission Project Sponsors of Phase One Proposals shall also identify any LSP plans that require coordination with their Phase One Proposals.

(e) Review of Phase One Proposals by ISO

If any identified need is only solved by the Backstop Transmission Solution, the ISO shall proceed under Section 4.2 of this Attachment, rather than pursuant to the procedures set forth in the remainder of this Section 4.3.

If all of the identified needs are solved by more than one Phase One Proposal, the ISO shall perform a review of each proposal to determine whether the proposed solution:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 4.3(c) of this Attachment;

(ii) satisfies one or more of the needs as identified in Section 4.3(c)(ii);

(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and

(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities, or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

(f) Proposal Deficiencies; Further Information

If the ISO identifies any minor deficiencies in meeting the requirements of Section 4.3(e) in the information provided in connection with a proposed Phase One Proposal, the ISO will notify the submitting Phase One Proposal Qualified Transmission Project Sponsor and provide an opportunity for the sponsor to cure the deficiencies within the timeframe specified by the ISO. Upon request, Qualified Transmission Project Sponsors of Phase One Proposals shall provide the ISO with additional information reasonably necessary for the ISO's evaluation of the proposed Phase One Proposals. This identification and notification will occur prior to the publication by the ISO of any Phase One Proposals. In providing information under this subsection (f), or in Phase Two Solutions, the Qualified Transmission Project Sponsor may not modify its project materially or submit a new project, but instead may clarify its Phase One Proposal. Phase Two Solutions reflecting a material modification to a Phase One Proposal or representing a new project will be rejected.

(g) Listing of Qualifying Phase One Proposals or Groups of Phase One Proposals

The ISO will provide the Planning Advisory Committee with, and post on the ISO's website, a listing of Phase One Proposals that meet the criteria of Section 4.3(e). The listing will contain Phase One Proposals, either individually or as a group, that solve all of the identified needs. A meeting of the Planning Advisory Committee will be held thereafter in order to solicit stakeholder input on the listing, and the listed proposals. The ISO with input from the Planning Advisory Committee may exclude Phase One Proposals, from the list, and from consideration in Phase Two Solutions, based on a determination that the Phase One Proposal is not competitive with other Phase One Proposals, that have been submitted in terms of cost, electrical performance, future system expandability, or feasibility. Information on Phase One Proposals containing CEII will be posted on the ISO's protected website consistent with Section 2.4(d) of this Attachment. The ISO may amend its listing based on stakeholder input. The ISO shall post on its website an explanation of why it has determined to exclude a Phase One Proposal from consideration in the Phase Two Solution process.

(h) Information Required for Phase Two Solutions; Identification and Reporting of Preliminary Preferred Phase Two Solution

Qualified Transmission Project Sponsors of Phase One Proposals reflected on the final listing developed pursuant to Section 4.3(g) of this Attachment shall provide the following information in their proposed Phase Two Solutions:

(i) updates of the information provided in Phase One Proposals, or a certification that the information remains current and correct;

(ii) list of required major Federal, State and local permits;

(iii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the Phase Two Solution and their respective durations, and possible constraints;

(iv) project schedule, with additional detail compared with Phase One Proposals, as specified by the ISO;

(v) detailed cost component itemization and life-cycle cost including any clarifications to cost containment or cost cap measures that were not included as part of the Phase One Proposal;

(vi) description of the financing being used;

(vii) design and equipment standards to be used;

(viii) description of the authority the Qualified Transmission Project Sponsor(s) has to acquire necessary rights of way;

(ix) experience of the Qualified Transmission Project Sponsor(s) in acquiring rights of way;

(x) status of acquisition of right, title, and interest in rights of way, substations, and other property or facilities, if any, that are necessary for the proposed Phase Two Solution;

(xi) detailed explanation of project feasibility and potential constraints and challenges;

(xii) description of the means by which the Qualified Transmission Project Sponsor(s) proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and

(xiii) detailed explanation of potential future expandability.

Phase Two Solutions must be submitted to the ISO by the deadline specified in the posting of the final listing (following stakeholder input) of Phase One Proposals described in Section 4.3(g). The deadline for submittal of Phase Two Solutions shall not be less than 60 days from the posting date of the final listing. The ISO may reject Phase Two Solution submittals which are insufficient or not adequately supported.

The ISO will identify the Phase Two Solution, individually or as a group, that offers the best combination of electrical performance, cost, future system expandability and feasibility to comprehensively address all of the needs in the required timeframe as the preliminary preferred Phase Two Solution in response to each request for proposal. The ISO will report the preliminary preferred Phase Two Solution, together with explanatory materials, to the Planning Advisory Committee and seek stakeholder input on the preliminary preferred Phase Two Solution.

The ISO will consider several factors during the evaluation process for identification of the preliminary preferred Phase Two Solution. These factors may include, but are not limited to, the following which are listed in no particular order:

- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Loss savings;
- Replacement of aging infrastructure;
- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- Qualified Transmission Project Sponsor(s) capabilities.

(i) Reimbursement of Phase Two Solution Costs; Collection and Refund of ISO Study Costs

Qualified Transmission Project Sponsors whose Phase One Proposals are listed pursuant to Section 4.3(g) for review as Phase Two Solutions shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff (and, as applicable, the TOA and NTDOA), all prudently incurred costs associated with developing a Phase Two Solution. PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs' existing facilities necessary to facilitate the development of a listed Phase One Proposal proposed by any other Qualified Transmission Project Sponsor.

Any difference between a Qualified Transmission Project Sponsor's study deposit and the actual cost of the Phase One Proposal and Phase Two Solution studies shall be paid by or refunded to the Qualified Transmission Project Sponsor, as appropriate, with interest calculated in accordance with Section 35.19a(a)(2) of the FERC regulations. Any refund payment shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any invoice to collect funds in addition to the deposit shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any disputes arising from the study process shall be addressed under the dispute resolution process specified in Section I.6 of the ISO Tariff.

(j) Selection of the Preferred Phase Two Solution

Following receipt of stakeholder input, the ISO will identify the preferred Phase Two Solution, individually or as a group, (with an overview of why the solution is preferred) by a posting on its website. The ISO's identification will select the project that offers the best combination of electrical performance, cost, future system expandability and feasibility to meet the need in the required timeframe. The ISO will also notify the Qualified Transmission Project Sponsor(s) that proposed the preferred Phase Two Solution that its project has been selected for development. The preferred Phase Two Solution may include an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases the ISO will notify the PTO that have upgrades required by the preferred Phase Two Solution to proceed in accordance with Schedule 3.09(a) of the Transmission Operating Agreement. Once the ISO has identified the preferred Phase Two Solution, any remaining Phase Two Solutions, along with the Backstop Transmission Solution, must stop all development. The ISO will include the project as a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade, as appropriate, in the RSP and/or its Project List, as it is updated from time to time in accordance with this Attachment. Where external impacts of regional projects are identified through coordination by the ISO with neighboring entities, those impacts will be identified in the RSP. Costs associated with such impacts will be addressed as set forth in Schedule 15.

(k) Execution of Selected Qualified Transmission Project Sponsor Agreement

Within 30 days of receiving notification pursuant to Section 4.3(j) of this Attachment, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Phase Two Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of receiving notification pursuant to Section 4.3(j) of this Attachment, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Phase Two Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

(l) Failure to Proceed

If the ISO finds, after consultation with a PTO Qualified Transmission Project Sponsor(s), that one or more of the Qualified Transmission Project Sponsors is failing to pursue approvals or construction in a reasonably diligent fashion, the ISO will notify all Qualified Transmission Project Sponsors that one or more of the Qualified Transmission Project Sponsors is failing to pursue approvals or construction in a reasonably diligent fashion. The Qualified Transmission Project Sponsor(s) that is failing to pursue approvals or construction in a reasonably diligent fashion will have 60 days from the ISO's notification to reassign a portion or all of the preferred Phase Two Solution to another Qualified Transmission Project Sponsor in accordance with Section 8 of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). In the event that such reassignment does not occur within 60 days, the ISO shall require the applicable PTO(s) to execute the Selected Qualified Transmission Project Sponsor Agreement and implement the Backstop Transmission Solution pursuant to Schedule 3.09(a) of the Transmission Operating Agreement. In such cases the ISO shall prepare a report explaining why it has reassigned the project. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the report shall be consistent with the provisions of Section 1.1(e) of Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. If prepared with respect to a Qualified Transmission Project Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or non-PTO Qualified Transmission Project Sponsor) with the Commission.

(m) Cancellation of a Request for Proposal

The ISO may cancel a request for proposal at any time. Such cancellation may be due to new or different assumptions which may change or eliminate the identified needs. Any costs associated with solution development shall be recovered pursuant to Sections 3.6(c), 4.3(a) and 4.3(i) of this Attachment.

4A. Public Policy Transmission Studies; Public Policy Transmission Upgrades

4A.1 NESCOE Requests for Public Policy Transmission Studies

No less often than every three years, by January 15 of that year, the ISO will post a notice indicating that members of the Planning Advisory Committee may, no later than 45 days after the posting of the notice: (i) provide NESCOE, via the process described below, with input regarding state and federal Public Policy Requirements identified as driving transmission needs relating to the New England Transmission System, and regarding particular transmission needs driven by those Public Policy Requirements, and (ii) provide the ISO with input regarding local (e.g., municipal and county) Public Policy Requirements identified as driving transmission needs relating to the New England Transmission System, and regarding particular transmission needs driven by those Public Policy Requirements. A meeting of the Planning Advisory Committee may be held for this purpose. Members of the Planning Advisory Committee shall direct all such input related to state, federal, and local Public Policy Requirements that drive transmission needs to the ISO and the ISO will post such input on the ISO's website. By no later than May 1 of that year, NESCOE may submit to the ISO in writing a request for a new Public Policy Transmission Study, or an update of a previously conducted study. The request will identify the Public Policy Requirements identified as driving transmission needs relating to the New England Transmission System, and may identify particular NESCOE-identified public policy-related transmission needs as well. Along with any such request, NESCOE will provide the ISO with a written explanation of which transmission needs driven by state or federal Public Policy Requirements the ISO will evaluate for potential solutions in the regional planning process, including why other suggested transmission needs will not be evaluated. The ISO will post the NESCOE request and explanation on the ISO's website. If NESCOE does not provide that listing of identified transmission needs (which may consist of a NESCOE statement of its determination that no transmission needs are driven by state or federal Public Policy Requirements identified during the stakeholder process) and that explanation (which may consist of a NESCOE explanation of why no transmission needs are driven by state or federal Public Policy Requirements identified during the stakeholder process), the ISO will note on its website that a NESCOE listing and explanation have not been provided. In that circumstance, the ISO will determine subsequently (after opportunity for Planning Advisory Committee input), and post on its website an explanation of, which transmission needs driven by state or federal Public Policy Requirements the ISO will evaluate in the regional planning process, including why other suggested transmission needs will not be evaluated.

4A.1.1 Study of Federal Public Policy Requirements Not Identified by NESCOE; Local Public Policy Requirements

If a stakeholder believes that a federal Public Policy Requirement that may drive transmission needs relating to the New England Transmission System has not been appropriately addressed by NESCOE, it may file with the ISO, no later than 15 days after the posting of NESCOE's explanation as described in Section 4A.1 of this Attachment, a written request that explains the stakeholder's reasoning and that seeks reconsideration by the ISO of NESCOE's position regarding that requirement. The ISO will post the stakeholder's written request on the ISO's website. Where the ISO agrees with a stated stakeholder position, or on its own finding, the ISO may perform an evaluation under Sections 4A.2 through 4A.4 of this Attachment of a federal Public Policy Requirement not otherwise identified by NESCOE. The ISO will post on its website an explanation of those transmission needs driven by federal Public Policy Requirements not identified by NESCOE that will be evaluated for potential transmission solutions in the regional system planning process, and why other suggested transmission needs driven by federal Public Policy Requirements not identified by NESCOE will not be evaluated. In addition, the ISO will post on its website an explanation of those transmission needs driven by local Public Policy Requirements that will be evaluated for potential transmission solutions in the regional system planning process, and why other suggested transmission needs driven by local Public Policy Requirements will not be evaluated.

4A.2 Preparation for Conduct of Public Policy Transmission Studies; Stakeholder Input

Upon receipt of the NESCOE request, or as the result of the ISO's consideration of a federal or local Public Policy Requirement pursuant to Section 4A.1.1, the ISO will prepare and post on its website a proposed scope for the Public Policy Transmission Study, and associated parameters and assumptions (including resource assumptions), and provide the foregoing to the Planning Advisory Committee by no later than September 1 of the request year. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input for consideration by the ISO on the study's scope, parameters and assumptions.

4A.3 Public Policy Transmission Studies

(a) Conduct of Public Policy Transmission Studies; Stakeholder Input

With input from Planning Advisory Committee and potentially impacted PTOs, the ISO will perform the initial phase of the Public Policy Transmission Study to develop a rough estimate of the costs and benefits of high-level concepts that could meet transmission needs driven by Public Policy Requirements. The study's results will be posted on the ISO's website, and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input on the results of the initial phase of the study, and the scope, parameters and assumptions (including resource assumptions) for any follow-on phase of the study. The ISO may − as a follow-on phase of the Public Policy Transmission Study − perform more detailed analysis and engineering work on the high-level concepts.

(b) Treatment of Market Solutions in Public Policy Transmission Studies

The ISO shall reflect proposed market responses in the Public Policy Transmission Study. Market responses may include, but are not limited to, resources (e.g., demand-side projects and distributed generation), Merchant Transmission Facilities and Elective Transmission Upgrades.

In performing Public Policy Transmission Studies, the ISO shall rely on certain resources to prevent the identification of transmission needs driven by Public Policy Requirements. Specifically, the ISO shall incorporate in the Public Policy Transmission Study information regarding future resources, with the exception of imports across external tie lines, 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, (iii) have a financially binding obligation pursuant to a contract, or (iv) have been forecast in the ISO's Forecast Report of Capacity, Energy, Loads and Transmission. The ISO shall also incorporate or update information regarding all existing resources, with the exception of imports across external tie lines, in Public Policy Transmission Studies. Imports across future or existing external tie lines will not be relied upon unless such imports (i) have a Capacity Supply Obligation corresponding to the year of study, (ii) have been selected in, and are contractually bound by, a state-sponsored request for proposals, (iii) have a financially binding obligation pursuant to a contract, or (iv) may be represented by a minimum flow based on HQ Interconnection Capability Credits. The ISO will model out-of-service all submitted Retirement De-List Bids, submitted Permanent De-List Bids, and demand bids that have cleared in a substitution auction, and may model out-of-service rejected-for-reliability Static De-List Bids and rejected-for-reliability Dynamic De-List Bids from the most recent Forward Capacity Auction. With respect to having been selected in, and being contractually bound by a state-sponsored request for proposals, or having a financially binding obligation pursuant to a contract, demonstration of such contracts is accomplished through submittal for ISO review of an order or other similar authorization from the appropriate state regulatory agency, along with a copy of the contract, that together demonstrate the contractual requirements. These documents may be submitted by: the Project Sponsor; the state regulatory agency authorizing the contract; a transmission company that is a counterparty to the contract; or by a third-party organization representing the interests of the New England states regarding energy related issues, such as NESCOE. The ISO shall incorporate information regarding a proposed Merchant Transmission Facility or Elective Transmission Upgrade in a Public Policy Transmission Study 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, with the exception of Elective Transmission Upgrades that are proposed in conjunction with the interconnection of a resource, which shall be considered at the same time as the proposed resource is considered in the Public Policy Transmission Study.

4A.4 Response to Public Policy Transmission Studies

The results of the Public Policy Transmission Study will be provided to the Planning Advisory Committee and posted on the ISO's website, and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input for the ISO on those results, including any updates from the states on any methods by which they are satisfying their respective Public Policy Requirements included in the Public Policy Transmission Study. The ISO's costs of performing the Public Policy Transmission Study described in Section 4A.3 will be collected by the ISO pursuant to Schedule 1 of Section IV.A of the Tariff. Any prudently incurred PTO costs for assistance requested by the ISO to support the Public Policy Transmission Study will be recovered by the applicable PTO(s) in accordance with Attachment F and Schedule 21 of the Tariff.

The ISO will evaluate the input from the Planning Advisory Committee and provide the results of the Public Policy Transmission Study to Qualified Transmission Project Sponsors for their use in preparing Stage One Proposals to develop, build and operate one or more projects consistent with the general design requirements identified by the ISO in the study.

4A.5 Use and Control of Right of Way

Neither the submission of a project by a Qualified Transmission Project Sponsor nor the selection by the ISO of a project submitted by a Qualified Transmission Project Sponsor for inclusion in the RSP Project List shall alter a PTO's use and control of an existing right of way, the retention, modification, or transfer of which remain subject to the relevant law or regulation, including property or contractual rights, that granted the right-of-way. Nothing in the processes described in this Attachment K requires a PTO to relinquish any of its rights-of-way in order to permit a Qualified Transmission Project Sponsor to develop, construct or own a project.

4A.6 Stage One Proposals

(a) Information Required for Stage One Proposals

The ISO will publicly post on its website a request for proposal inviting, for each high-level general project concept identified by the ISO pursuant to Section 4A.3(a) above, Qualified Transmission Project Sponsors to submit (by the deadline specified in the request for proposal, which shall be not less than 60 days from the date of posting the request for proposal) an individual or joint Stage One Proposal. In the case where a joint Stage One Proposal is submitted, all parties must be Qualified Transmission Project Sponsors. The following information must be provided as part of the Stage one Proposal:

(i) a detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;

(ii) a detailed explanation of how the proposed solution addresses the identified need;

(iii) the proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;

(iv) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained; and

(v) the estimated installed costs of the proposed solution, including a high-level itemization of the components of the cost estimate, and any cost containment or cost cap measures.

A Qualified Transmission Project Sponsor may submit a proposed solution that includes an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the Qualified Transmission Project Sponsor's proposed solution relating to the upgrade(s) of an existing transmission system element(s) must provide all data available to the Qualified Transmission Project Sponsor as part of its response to the request for proposal. The Qualified Transmission Project Sponsor is not required to procure agreements with the PTO for implementation of such upgrades as the PTO is required to implement the upgrade(s) in accordance with Schedule 3.09(a) of the Transmission Operating Agreement if the proposed solution is selected through the competitive process.

A member of the Planning Advisory Committee that is not a Qualified Transmission Project Sponsor but would like the ISO to consider a Stage One Proposal reflecting its concept for a project in response to a request for proposal (that is, a project that is "unsponsored") must identify a Qualified Transmission Project Sponsor willing to submit a corresponding Stage One Proposal and Stage Two Solution (and to develop and construct the project, if selected in the competitive solution process) in order for the unsponsored project to be submitted in response to an ISO solicitation in Stage One Proposal. Upon request of the pertinent Planning Advisory Committee member for assistance in identifying a sponsor, the ISO shall post on its website and distribute to the Planning Advisory Committee a notice that solicits expressions of interest by Qualified Transmission Project Sponsors for sponsorship of the member's conceptual project. All expressions of interest shall include a detailed explanation of why the Qualified Transmission

Project Sponsor is best qualified to construct, own and operate the unsponsored project. If only one Qualified Transmission Project Sponsor expresses interest, the ISO shall designate it as the Qualified Transmission Project Sponsor. If more than one Qualified Transmission Project Sponsor expresses interest, the Planning Advisory Committee member shall select the Qualified Transmission Project Sponsor. In either case, the designated Qualified Transmission Project Sponsor shall thereafter comply with the requirements of this Attachment K and the ISO Tariff with respect to the project. If no Qualified Transmission Project Sponsor expresses interest, the unsponsored project may not be submitted as a Stage One Proposal.

With each proposal, the submitting Qualified Transmission Project Sponsor must include payment of a $100,000 study deposit per submitted project to support the cost of Stage One Proposal and Stage Two Solution study work by the ISO. The study deposit of $100,000 shall be applied towards the costs incurred by the ISO associated with the study of the Stage One Proposal and Stage Two Solution.

(b) LSP Coordination

Qualified Transmission Project Sponsors of Stage One Proposals shall also identify any LSP plans that require coordination with their Stage One Proposals.

(c) Review of Stage One Proposals by ISO

Upon receipt of Stage One Proposals, the ISO shall perform a review of each proposal to determine whether the proposed solution:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 4A.6(a);

(ii) satisfies the needs driven by Public Policy Requirements identified in the request for proposal, as reflected in the Public Policy Transmission Study;

(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and;

(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

(d) Proposal Deficiencies; Further Information

If the ISO identifies any deficiencies (compared with the requirements of Section 4A.6(a)) in the information provided in connection with a proposed Stage One Proposal, the ISO will notify the Stage One Proposal Qualified Transmission Project Sponsor and provide an opportunity for the Qualified Transmission Project Sponsor to cure the deficiencies within the timeframe specified by the ISO. Upon request, Qualified Transmission Project Sponsors of Stage One Proposals shall provide the ISO with additional information reasonably necessary for the ISO's evaluation of the proposed solutions. This identification and notification will occur prior to the publication by the ISO of any Stage One Proposals. In providing information under this subsection (d), or in Stage Two Solutions, the Qualified Transmission Project Sponsor may not modify its project materially or submit a new project, but instead may clarify its project. Stage Two Solutions reflecting a material modification to a Stage One Proposal or representing a new project will be rejected.

(e) List of Qualifying Stage One Proposals

The ISO will provide the Planning Advisory Committee with, and post on the ISO's website, a list of Stage One Proposals that meet the criteria of Section 4A.6(c). A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input for the ISO on that list. The ISO shall also indicate whether any of the Stage One Proposals may also satisfy identified reliability needs of the system. The ISO with input from the Planning Advisory Committee may exclude Stage One Proposals from the list, and from consideration in Stage Two Solutions, based on a determination that the Stage One Proposal is not competitive with other Stage One Proposals that have been submitted in terms of cost, electrical performance, future system expandability, or feasibility. Information on Stage One Proposals containing CEII will be posted on the ISO's protected website consistent with Section 2.4(d) of this Attachment. The ISO may amend its listing based on stakeholder input.

4A.7 Reimbursement of Stage One Proposal and Stage Two Solution Costs; Collection and Refund of ISO Study Costs

Qualified Transmission Project Sponsors that are requested by NESCOE in writing or by one or more states' governors or regulatory authorities directly to submit a Stage One Proposal shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff and the TOA, their prudently incurred costs from the Regional Network Load of the states identified by NESCOE in the written communication as having made the request or from the Regional Network Load of the states that made the request directly. Stage One Proposal costs shall otherwise not be subject to recovery under the ISO Tariff.

Qualified Transmission Project Sponsors whose projects are listed by the ISO pursuant to Section 4A.6(e) shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff and, as applicable, the TOA and NTDOA, all prudently incurred costs associated with developing a Stage Two Solution. PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs' existing facilities necessary to facilitate the development of a listed Stage Two Solution proposed by any other Qualified Transmission Project Sponsor.

Any difference between a Qualified Transmission Project Sponsor's study deposit and the actual cost of the Stage One Proposal and Stage Two Solutions studies shall be paid by or refunded to the Qualified Transmission Project Sponsor, as appropriate, with interest calculated in accordance with Section 35.19a(a)(2) of the FERC regulations. Any refund payment shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any invoice to collect funds in addition to the deposit shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any disputes arising from the study process shall be addressed under the dispute resolution process specified in Section I.6 of the Tariff.

4A.8 Information Required for Stage Two Solutions; Identification and Reporting of Preliminary Preferred Stage Two Solution

Qualified Transmission Project Sponsors of Stage One Proposals listed pursuant to Section 4A.6(e) of this Attachment shall provide the following information in their proposed Stage Two Solutions:

(i) updates of the information provided in Stage One Proposals, or a certification that the information remains current and correct;

(ii) list of required major Federal, State and local permits;

(iii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the Stage Two Solution and their respective durations, and possible constraints;

(iv) project schedule, with additional detail compared with Stage One Proposals, as specified by the ISO;

(v) detailed cost component itemization and life-cycle cost including any clarifications to cost containment or cost cap measures that were not included as part of the Stage One Proposal;

(vi) description of the financing being used;

(vii) design and equipment standards to be used;

(viii) description of the authority the Qualified Transmission Project Sponsor(s) has to acquire necessary rights of way;

(ix) experience of the Qualified Transmission Project Sponsor(s) in acquiring rights of way;

(x) status of acquisition of right, title, and interest in rights of way, substations, and other property or facilities, if any, that are necessary for the proposed Stage Two Solution;

(xi) detailed explanation of project feasibility and potential constraints and challenges;

(xii) description of the means by which the Qualified Transmission Project Sponsor(s) proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and

(xiii) detailed explanation of potential future expandability.

Stage Two Solutions must be submitted to the ISO by the deadline specified in the posting of the final listing (following stakeholder input) of Stage One Proposals described in Section 4A.6(e). The deadline for submittal of Stage Two Solutions shall not be less than 60 days from the posting date of the final listing. The ISO may reject Stage Two Solution submittals which are insufficient or not adequately supported.

The ISO will consider several factors during the evaluation process for identification of the preliminary preferred Stage Two Solution. These factors may include, but are not limited to, the following which are listed in no particular order:

- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Loss savings;
- Replacement of aging infrastructure;

- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- Qualified Transmission Project Sponsor(s) capabilities

The ISO will report the preliminary preferred Stage Two Solution(s), along with its views as to whether the preliminary preferred solution(s) also satisfies identified reliability needs of the system, to the Planning Advisory Committee and seek stakeholder input on the preliminary preferred Stage Two Solution(s).

4A.9 Inclusion of Public Policy Transmission Upgrades in the Regional System Plan and RSP Project List; Milestone Schedules; Removal from RSP Project List

(a) Inclusion of Public Policy Transmission Upgrades in the Regional System Plan and RSP Project List

Following receipt of stakeholder input, the ISO will identify the preferred Stage Two Solution (with an overview of why the solution is preferred) by a posting on its website. The ISO's identification will select the Stage Two Solution that best addresses the identified Public Policy Requirement while utilizing the best combination of electrical performance, cost, future system expandability and feasibility to meet the need in the required timeframe. The ISO will also notify the Qualified Transmission Project Sponsor that proposed the preferred Stage Two Solution that its project has been selected for development, and include the project as a Public Policy Transmission Upgrade in the Regional System Plan and RSP Project List, as it is updated from time to time in accordance with this Attachment. The preferred Stage Two Solution may include an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases the ISO will notify the PTO that have upgrades required by the preferred Stage Two Solution to proceed in accordance with Schedule 3.09(a) of the Transmission Operating Agreement. Once the ISO has identified the preferred Stage Two Solution, any remaining Stage Two Solutions must stop all development. Where external impacts of regional Public Policy Transmission Upgrades are identified through coordination by the ISO with neighboring entities, those impacts will be identified in the RSP. Costs associated with such impacts will be addressed as set forth in Schedule 15.

(b) Execution of Selected Qualified Transmission Project Sponsor Agreement

Within 30 days of its receiving notification pursuant to Section 4A.9(a) of this Attachment, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Stage Two Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of receiving notification pursuant to Section 4A.9(a) of this Attachment, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Stage Two Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included each Selected Qualified Transmission Project Sponsor Agreement.

(c) Failure to Proceed

If the ISO finds, after consultation with a Qualified Transmission Project Sponsor, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Qualified Transmission Project Sponsors is unable to proceed with the project due to forces beyond its reasonable control, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report, including a proposed course of action. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report consistent with the provisions of Section 1.1(e) of Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. The proposed course of action may include, for example, a consideration and selection of another Stage Two Proposal relating to the pertinent Public Policy Requirement, or the re-solicitation of Stage One Proposals to meet the pertinent Public Policy Requirement. If prepared with respect to a Qualified Transmission Project Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or a non-PTO Qualified Transmission Project Sponsor) with the Commission.

4A.10 Cancellation of a Request for Proposal

The ISO may cancel a request for proposal at any time. Such cancellation may be due to new or different assumptions which may change or eliminate the identified needs. Any costs associated with solutions development shall be recovered pursuant to Sections 3.6(c) and 4A.7 of this Attachment.

4A.11 Local Public Policy Transmission Upgrades

The costs of Local Public Policy Transmission Upgrade(s) that are required in connection with the construction of a Public Policy Transmission Upgrade approved for inclusion in the Regional System Plan in accordance with Section 4A.9 shall be allocated in accordance with Schedule 21 of the ISO OATT.

4B. Qualified Transmission Project Sponsors

4B.1 Evaluation of Applications

The ISO will evaluate applications submitted by an entity that seeks to qualify as a sponsor of a proposed Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade.

4B.2 Information To Be Submitted

The application to be submitted to the ISO by an entity desiring to be a Qualified Transmission Project Sponsor will include the following information:

(i) the current and expected capabilities of the applicant to finance and construct a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade, and operate and maintain it for the life of the project;

(ii) the financial resources of the applicant;

(iii) the technical and engineering qualifications and experience of the applicant;

(iv) if applicable, the previous record of the applicant regarding construction and maintenance of transmission facilities;

(v) demonstrated capability of the applicant to adhere to construction, maintenance and operating Good Utility Practices, including the capability to respond to outages;

(vi) the ability of the applicant to comply with all applicable reliability standards; and

(vii) demonstrated ability of the applicant to meet development and completion schedules.

4B.3 Review of Qualifications

The ISO shall review each application for completeness. The ISO will notify each applicant within 30 calendar days of receipt of such application whether the application is complete, or identify any deficiencies in provision of the information required by Section 4B.2 of this Attachment. An applicant notified of deficiencies must provide any remedial information within 30 calendar days of the receipt of such notice. Thereafter, the ISO will determine whether the applicant is physically, technically, legally, and financially capable of constructing a Reliability Transmission Upgrade, Market Efficiency Transmission Upgrade, Public Policy Transmission Upgrade, or Longer-Term Transmission Upgrade in a timely and competent manner, and operating and maintaining the facilities consistent with Good Utility Practice and applicable reliability criteria for the life of the project, and use its best efforts to inform the applicant within 90 days from the date on which it has a completed application on file with the ISO whether it has met all of these criteria. A PTO determined by the ISO to meet all of these criteria will be deemed a Qualified Transmission Project Sponsor. A non-PTO entity determined by the ISO to meet all of these criteria will, upon its execution of the Non-incumbent Transmission Developer Operating Agreement (in the form specified in Attachment O of the OATT) and the Market Participant Service Agreement, be deemed a Qualified Transmission Project Sponsor.

4B.4 List of Qualified Transmission Project Sponsors

Qualified Transmission Project Sponsors are listed in Appendix 3 of this Attachment K.

4B.5 Annual Certification

Each Qualified Transmission Project Sponsor shall submit to the ISO annually a certification that the information initially submitted in response to Section 4B.2 of this Attachment K has not changed adversely in a material fashion, or (if a material adverse change has occurred in the intervening year) submit instead a new application for qualification as a project sponsor. In the latter case, the entity shall not be a Qualified Transmission Project Sponsor unless and until the ISO approves its new application.

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 perform a Needs Assessment, Solutions Study, or any other study performed under this Attachment K.

6. Regional, Local and Interregional 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 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 Interregional Coordination

The regional system planning process shall be conducted and the RSP shall be developed in coordination with the similar plans of the surrounding ISOs/RTOs and Control Areas pursuant to the Northeastern Planning Protocol and other agreements with neighboring systems (including entities that are not Parties to the Northeastern Planning Protocol) and NPCC.

(a) **Interregional Coordination and Cost Allocation Among ISO, New York Independent System Operator, Inc. ("NYISO") and PJM Interconnection, L.L.C. ("PJM") Under Order No. 1000**

Pursuant to Section 7 of the Northeastern Planning Protocol (which is posted on the web at www.iso-ne.com/static-assets/documents/2015/07/northeastern_protocol_dmeast.doc, the Joint ISO/RTO Planning Committee ("JIPC") reviews regional needs and solutions identified in the regional planning processes of the ISO, NYISO and PJM in order to identify, with input from the Interregional Planning Stakeholder Advisory Committee ("IPSAC"), the potential for Interregional Transmission Projects that could meet regional needs more efficiently or cost-effectively than regional transmission projects. All members of the Planning Advisory Committee shall be considered IPSAC members. The JIPC will coordinate studies deemed necessary to allow the effective consideration by the regions, in the same general timeframe, of a proposed Interregional Transmission Project in comparison to regional transmission solutions. Any stakeholder may propose in the New England planning process, for evaluation under Section 4.2, 4.3, or 4A (as applicable) of Attachment K, an Interregional Transmission Project (or project concept) that may be more efficient or cost-effective than a regional transmission solution. If a proposed Interregional Transmission Project is approved in each region in which the project is located, the corresponding New England regional transmission project(s) will be displaced in the circumstances described in Section 3.6(a) of this Attachment, and the costs of the Interregional Transmission Project will be allocated among the regions based on the formula provided in Schedule 15 of this OATT, or in accordance with another funding arrangement filed with and accepted by the Commission. The amount of the costs of an Interregional Transmission Project allocated as the responsibility of New England pursuant to the methodology referenced in Section 6.3(a) of this Attachment shall be allocated within New England as specified in Schedule 15 of the ISO OATT.

(b) Other Interregional Assessments and Other Interregional Transmission Projects
Interregional system assessments and/or interregional system expansion planning studies may be performed periodically by the ISO with Planning Authorities who are not parties to the Northeastern Planning Protocol, or with the JIPC pursuant to Section 6 of the Northeastern Planning Protocol, or both. The ISO shall convene periodic meetings of the Planning Advisory Committee (which may be combined with meetings of the IPSAC), to provide input and feedback to the ISO concerning such assessments and studies. To the extent that an Interregional Transmission Project is agreed to by ISO and by another region (not a Party to the Northeastern Planning Protocol) in which a portion of the project is located, the related cost allocation and operating agreements will be filed with the Commission (and, as applicable, with Canadian jurisdictional agencies) in accordance with existing filing rights.

7. Procedures for Development and Approval of the RSP

7.1 Initiation of RSP

No less often than once every three years, the ISO shall initiate an effort to develop its 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. The ISO shall issue the periodic planning reports that support the RSP, such as Needs Assessments, as those reports are completed.

7.2 Draft RSP; Public Meeting

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.

After the ISO has provided a draft of the RSP to the Planning Advisory Committee, 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 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 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 4.1(f) of this Attachment;

(v) Prioritization and substance of Stakeholder-Requested Scenarios to be conducted by the ISO in a given Economic Study cycle as specified in Section 17.2(d) of this Attachment; and

(vi) Prioritization of Economic Study scenario sensitivities to be performed in a given Economic Study cycle where the Planning Advisory Committee is not able to prioritize them as specified in Section 17.4 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.

14. Annual Assessment of Transmission Transfer Capability

Each year, the ISO shall issue 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. This report will be posted on the ISO website. Each annual assessment will model out-of-service resources associated with the following bids, if the ISO determines the removal of the resource is likely to have an impact on the transmission transfer limits for the relevant period: Retirement De-List Bids, Permanent De-List Bids, demand bids submitted for the upcoming substitution auction, and rejected for reliability Static De-List Bids and rejected for reliability Dynamic De-List Bids from the most recent Forward Capacity Auction.

15. Procedures for the Conduct of Cluster Enabling Transmission Upgrades Regional Planning Study

The purpose of this Section 15 is to support the conduct of Interconnection Studies under the Interconnection Procedures set forth in Schedules 22, 23 and 25 of Section II of the Tariff. Other than Section 2 of this Attachment K regarding the responsibilities of the Planning Advisory Committee and this Section 15, none of the other provisions in this Attachment K apply to the conduct of the Cluster Enabling Transmission Upgrade Regional Planning Study or the results of the study.

15.1 Notice of Initiation of Cluster Enabling Transmission Upgrade Regional Planning Study in Support of Cluster Studies under the Interconnection Procedures.

Pursuant to Section 4.2.2 of Schedule 22, Section 1.5.3.2 of Schedule 23, and Section 4.2.2 of Schedule 25 of Section II of this Tariff, the ISO shall provide notice to the Planning Advisory Committee of the initiation of a cluster for studying certain Interconnection Requests. The cluster study process, known as Clustering, shall consist of two phases. This notice shall trigger the first phase of Clustering, during which the ISO shall conduct a Cluster Enabling Transmission Upgrade (“CETU”) Regional Planning Study (“CRPS”) (the cost of which will be recovered by the ISO pursuant to Schedule 1 of Section IV.A of the Tariff). In the second phase of Clustering, the ISO shall conduct Interconnection System Impact Studies and Interconnection Facilities Studies in clusters pursuant to Schedules 22, 23 and 25 of Section II of the Tariff.

15.2 Preparation for Conduct of CRPS; Stakeholder Input

The purpose of the CRPS shall be to identify the new transmission infrastructure and any associated system upgrades to enable the interconnection of potentially all of the resources proposed in the Interconnection Requests for which the conditions identified in Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff have been triggered. The ISO will prepare and post on its website, consistent with Section 2.4(d) of this Attachment K, a proposed scope of the CRPS and associated parameters and assumptions, and provide the foregoing to the Planning Advisory Committee. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input for consideration by the ISO on the CRPS’s scope, parameters and assumptions, consistent with the responsibilities of the Planning Advisory Committee as set forth in Section 2.2 of this Attachment. As part of the CRPS's scope, the ISO will describe the circumstances that triggered the conditions in Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff. In addition, the ISO will identify: (i) the Interconnection Requests, to be referenced by Queue Position, that are expected to be eligible to participate in the Cluster Interconnection System Impact Study, and (ii) the preliminary transmission upgrade concepts proposed to be considered in the CRPS. The preliminary transmission upgrade concepts may account for previously conducted transmission reinforcement studies and previously identified concepts for transmission upgrades in the relevant electrical area, including Elective Transmission Upgrades with Interconnection Requests pending in the interconnection queue prior to the initiation of the CRPS.

A member of the Planning Advisory Committee or an Interconnection Customer may make a written submission to the ISO, requesting that Clustering be considered for specific Interconnection Requests in the ISO New England interconnection queue. In response to such a request, the ISO will either develop a notice of initiation of a cluster pursuant to Section 15.1 of this Attachment K, or identify, in writing, to the Planning Advisory Committee why the conditions in Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff have not been triggered.

15.3 Conduct of the CRPS

The CRPS will consist of analyses performed under the conditions used in the conduct of an Interconnection System Impact Study under the Interconnection Procedures. The CRPS will consist of steady state thermal analysis, voltage and transient stability analysis, and, as appropriate, other analysis, such as weak-grid-related analyses. The ISO will use Reasonable Efforts to complete the CRPS within twelve (12) months from the notice of the cluster initiation to the Planning Advisory Committee. If less than two (2) Interconnection Requests identified pursuant to Section 4.2.1 of Schedule 22, Section 1.5.3.1 of Schedule 23, and Section 4.2.1 of Schedule 25 of Section II of the Tariff remain in the interconnection queue prior to the completion of the CRPS, the ISO will terminate the CRPS.

15.4 Publication of the CRPS

The ISO shall post a draft report of the CRPS to the Planning Advisory Committee, consistent with Section 2.4(d) of this Attachment K, and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to discuss the results of the CRPS. A comment period will follow the Planning Advisory Committee meeting. The ISO will post on its website any comments received and the ISO's responses to those comments.

The CRPS report will provide:

(i) a planning level description of the CETU(s) and a non-binding good faith order-of-magnitude estimate, developed by the applicable Transmission Owner(s), of the costs for the CETU(s);

(ii) a list of other facilities that may be needed in addition to the CETU(s) and a non-binding good faith order-of-magnitude estimate, developed by the applicable Transmission Owner(s), of the costs for those facilities (the CRPS will not provide descriptions of expected Interconnection Facilities for specific Interconnection Requests in the cases where the Interconnection Facilities cannot be finalized until the actual Interconnection Requests that will be moving forward in the cluster are known);

(iii) the approximate megawatt quantity (or quantities if more than one level of megawatt injection was studied in the CRPS) of resources that could be interconnected in a manner that meets the Network Capability Interconnection Standard and the Capacity Capability Interconnection Standard in accordance with Schedules 22, 23 and 25 of Section II of the Tariff; and,

(iv) a list of the Interconnection Requests, to be referenced by Queue Position, that at the sole discretion of the ISO are identified as eligible to participate in the Cluster Interconnection System Impact Study that will be conducted by the ISO in accordance with Section 4.2.3 of Schedule 22, Section 1.5.3.3 of Schedule 23, and Section 4.2.3 of Schedule 25 of Section II of the Tariff. The list shall include the expected cost allocation for the eligible Interconnection Requests, calculated in accordance with Schedule 11 of Section II of the Tariff.

The non-binding good faith order-of-magnitude estimates under Section 15.4(i)-(ii) of this Attachment will be developed by the applicable Transmission Owner(s), and the costs of developing such estimates shall be recovered as specified in Sections 3.3.1, 6.1 and 7.2 of Schedule 22, Section 3.3.1, 3.4.2, and Attachment 1 of Schedule 23, and Section 3.3.1, 6.1 and 7.2 of Schedule 25.

The posting, consistent with Section 2.4 (d) of this Attachment K, of the final CRPS report on the ISO website will trigger the Cluster Interconnection System Impact Study Entry Deadline specified in Section 4.2.3.1 of Schedule 22, Section 1.5.3.3.1 of Schedule 23, and Section 4.2.3.1 of Schedule 25 of Section II of the Tariff. The Cluster Interconnection System Impact Study Entry Deadline shall be 30 days from the posting of the final CRPS report.

Notwithstanding any other provision in this Section 15, the final Maine Resource Integration Study shall be the first CRPS and will form the basis for the first Cluster Interconnection System Impact Study to be conducted in accordance with Section 4.2.3 of Schedule 22, Section 1.5.3.3 of Schedule 23, and Section 4.2.3 of Schedule 25 of Section II of the Tariff.

16. Procedures for the Conduct of Longer-Term Transmission Studies and Evaluation of Longer-Term Transmission Upgrades

This Section 16 sets forth the procedures for the ISO's conduct of Longer-Term Transmission Studies and evaluation of Longer-Term Transmission Upgrades. These procedures supplement, and are not intended to replace, other study processes provided in this Attachment K. The costs incurred by the ISO in consulting or providing technical support, performing the Longer-Term Transmission Study and any follow-on study, and conducting the solicitation process for Longer-Term Transmission Upgrades (excluding any costs incurred by the ISO associated with the evaluation of Longer-Term Proposals) shall be recovered pursuant to Schedule 1 of Section IV.A of the Tariff.

16.1 Request for Longer-Term Transmission Studies

The ISO, at its sole discretion, may collaborate with and provide technical support to NESCOE or the New England states in connection with the states' procurements, and efforts to secure federal funding for transmission investments. In addition, NESCOE may submit a written request for the ISO to conduct a Longer-Term Transmission Study to identify high-level concepts of transmission infrastructure and, if requested, high-level cost estimates that could meet State-identified Requirements specified in the request based on state-identified scenarios and timeframes, which may extend beyond the five-to-ten year planning horizon. A request for a Longer-Term Transmission Study may be submitted to the ISO no earlier than six months from conclusion of the prior cycle, which includes Longer-Term Transmission Studies, follow-on studies, and any associated competitive solicitation. The Longer-Term Transmission Study request shall identify the State-identified Requirements that serve as the basis of the request; the proposed objectives of the study; and the scenarios and timeframe(s) proposed for use in the study.

16.2 Preparation for Conduct of the Longer-Term Transmission Studies; Stakeholder Input

Upon receipt of a request for a Longer-Term Transmission Study from NESCOE, the ISO will post the request on the ISO's website. A meeting of the Planning Advisory Committee will be held promptly thereafter for NESCOE to present the Longer-Term Transmission Study request. NESCOE will then provide the ISO written confirmation of the specific scenarios to be analyzed in the study, together with the specific information to facilitate the conduct of the study, including, but not limited to: assumptions, types and location of new resource development, location of new loads and load serving stations, and injection points or geographic zones. The ISO will then develop a scope of work that may be performed, and post on the ISO's website the Longer-Term Transmission Study's proposed scope of work, associated parameters, and assumptions. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input on the study's scope, parameters, and assumptions. Members of the Planning Advisory Committee shall direct all such input related to the Longer-Term Transmission Study's scope, parameters, and assumptions to the ISO for consideration by the ISO and NESCOE, as applicable. Depending on the scope and objectives of a Longer-Term Transmission Study request, the ISO may request information to support consideration of new loads in the study. The ISO will provide the final scope of work for the Longer-Term Transmission Study to NESCOE for confirmation, and once written confirmation is received, will post the final scope of work on the ISO's website.

16.3 Conduct of the Longer-Term Transmission Study; Follow-on Studies; Stakeholder Input

The ISO, in consultation with NESCOE, will perform the Longer-Term Transmission Study, supplemented by third-party consultants as necessary. The ISO may ask Participating Transmission Owners or Planning Advisory Committee members with special expertise to provide technical support or assist in the performance of the study. The study will consist of transmission system analysis to be performed under the conditions specified in the confirmed scope of work. If the ISO identifies a need to deviate from the final scope of work, the ISO will consult with NESCOE prior to incorporating the change. Once NESCOE provides written confirmation, the ISO will notify the Planning Advisory Committee of any changes. The study will assess the ability of the PTF to meet applicable planning criteria under the provided conditions.

The ISO will post on the ISO's website the results of the Longer-Term Transmission Study. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input on the study results. Members of the Planning Advisory Committee shall direct all such input related to the Longer-Term Transmission Study results to the ISO for consideration by the ISO and NESCOE, as applicable.

The ISO, in consultation with NESCOE, will prepare a Longer-Term Transmission Study report and post it on the ISO's website. The report will identify the overview of transmission system limitations and the high-level concepts of transmission infrastructure and, if requested, associated cost estimates, required to solve the longer-term issues identified in the study based on the state-identified scenarios and timeframe. Members of the Planning Advisory Committee shall direct all such input related to the Longer-Term Transmission Study report to the ISO for consideration by the ISO and NESCOE, as applicable.

NESCOE may submit a written request for the ISO to perform follow-on studies based on the results of the Longer-Term Transmission Study. In its request, NESCOE will provide the ISO specific scenarios to be analyzed in the follow-on study, together with specific information to facilitate the conduct of the study, including, but not limited to scope, parameters and assumptions. Upon receipt of the request for a follow-on study, the ISO will post the request for a follow-on study on the ISO's website and a meeting of the Planning Advisory Committee will be held promptly thereafter for NESCOE to present the follow-on study request. NESCOE will then provide the ISO written confirmation of the specific scenarios to be analyzed in the follow-on study, together with the specific information to facilitate the conduct of the study, including, but not limited to scope, parameters and assumptions. The ISO will then develop a scope of work that may be performed and post on the ISO's website the follow-on study's proposed scope of work, associated parameters, and assumptions. A meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit stakeholder input on the study's scope, parameters, and assumptions. Members of the Planning Advisory Committee shall direct all such input related to the follow-on study's scope, parameters, and assumptions to the ISO for consideration by the ISO and NESCOE, as applicable. The ISO will provide the final scope of work for the follow-on study to

NESCOE for confirmation, and once written confirmation is received, will post the final scope of work on the ISO's website and proceed with performing the follow-on study.

The results of the follow-on study will be posted on the ISO's website and a meeting of the Planning Advisory Committee will be held promptly thereafter in order to solicit input on the results. Such input shall be directed to the ISO for consideration by NESCOE and the ISO, as applicable. The ISO will prepare a follow-on study report, as needed, and post it on the ISO's website.

16.4 Competitive Solution Process for Longer-Term Transmission Upgrades

(a) Identification of Longer-Term Needs; Request for Proposal Determination

At the request of NESCOE, the ISO will consult with and provide technical support to NESCOE on possible longer-term needs that may be addressed through one or more request for proposal(s) in connection with a Longer-Term Transmission Study or a follow-on study. During this consultation, the ISO, at its sole discretion, may also identify for NESCOE's consideration known non-time-sensitive reliability or market efficiency needs that could be combined with longer-term needs in a request for proposal(s). NESCOE determines which potential needs will be included in a request for proposal(s) and whether to move forward with such a request(s). If the ISO receives from NESCOE a written list identifying the specific needs that NESCOE may be interested in including in one or more potential request for proposal(s), the ISO will post the list on the ISO's website. A meeting of the Planning Advisory Committee will be held promptly thereafter for NESCOE to present the needs. Members of the Planning Advisory Committee shall direct all comments related to the NESCOE-identified needs to the ISO for consideration by NESCOE.

Any time following NESCOE's receipt and consideration of Planning Advisory Committee input but prior to NESCOE submitting a request to initiate a subsequent Longer-Term Transmission Study, NESCOE may submit a written request for the ISO to publicly issue, via a posting on the ISO's website, a request for proposal(s) inviting Qualified Transmission Project Sponsors to submit proposals offering a comprehensive solution that addresses the needs specified in NESCOE's request for the ISO to initiate a request for proposal(s).

Notwithstanding any other provision to the contrary, if a non-time-sensitive reliability or market efficiency need that the ISO identified for NESCOE's consideration under this Section 16.4(a) is combined with longer-term needs included in a request for proposal(s), then the reliability or market efficiency need and the development of regulated transmission solutions for that need shall be subject to the procedures for longer-term transmission planning in Section 16. If any non-time-sensitive reliability or market efficiency needs are not included in the needs selected by NESCOE to be addressed in a request for proposal(s), then those non-time-sensitive reliability or market efficiency needs shall be addressed pursuant to Section 4.3 of this Attachment K. If the longer-term process is terminated pursuant to Section 16.6 of this Attachment K or corresponding Longer-Term Transmission Upgrade is removed from the RSP Project List pursuant to Section 3.6(c), then: (1) in the case of a market efficiency need, the ISO shall initiate the process under Section 4.3 of this Attachment K, and (2), in the case of a reliability need, notwithstanding any other provisions to the contrary, the ISO shall: (i) assess the reliability need and its time-sensitivity, as appropriate; (ii) determine whether a solution is needed to solve the reliability need in three years or less from the completion of the assessment in this Section 16.4(a); and (iii) initiate the applicable process pursuant to Sections 4.1-4.3 of this Attachment K.

(b) Issuance of Request for Proposal

The ISO will publicly post on its website a request for proposal(s) inviting Qualified Transmission Project Sponsors to submit (by the deadline specified in the request for proposal, which shall not be less than 60 days from the date of posting the request for proposal) a Longer-Term Proposal offering a comprehensive solution that addresses all the needs identified in the request. The request for proposal will indicate that a Qualified Transmission Project Sponsor may submit an individual or joint Longer-Term Proposal(s). In the case where a joint proposal is submitted, all parties must be Qualified Transmission Project Sponsors.

(c) **Use and Control of Right of Way**

Neither the submission of a project by a Qualified Transmission Project Sponsor nor the selection by the ISO of a project submitted by a Qualified Transmission Project Sponsor for inclusion in the RSP Project List shall alter a PTO’s use and control of an existing right of way, the retention, modification, or transfer of which remain subject to the relevant law or regulation, including property or contractual rights, that granted the right-of-way. Nothing in the processes described in this Attachment K requires a PTO to relinquish any of its rights-of-way in order to permit a Qualified Transmission Project Sponsor to develop, construct or own a project.

(d) Information Required for Longer-Term Proposals; Study Deposit; Timing

The following information must be provided as part of the Longer-Term Proposal:

(i) detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;

(ii) detailed explanation of how the proposed solution addresses the identified need(s);

(iii) list of required major Federal, State and local permits

(iv) proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;

(v) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained;

(vi) description of the authority the Qualified Transmission Project Sponsor(s) has to acquire necessary rights of way;

(vii) experience of the Qualified Transmission Project Sponsor(s) in acquiring rights of way;

(viii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the proposed solution and their respective duration, and possible constraints;

(ix) detailed cost component itemization and life-cycle cost, including cost containment or cost cap measures;

(x) description of the financing being used;

(xi) design and equipment standards to be used;

(xii) detailed explanation of project feasibility and potential constraints and challenges;

(xiii) description of the means by which the Qualified Transmission Project Sponsor(s) proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and

(xiv) detailed explanation of potential future expandability.

A Qualified Transmission Project Sponsor may submit a proposed solution that includes an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the Qualified Transmission Project Sponsor's proposed solution relating to the upgrade(s) of an existing transmission system element(s) must provide all data available to the Qualified Transmission Project Sponsor as part of its response to the request for proposal. The Qualified Transmission Project Sponsor is not required to procure agreements with the PTO for implementation of such upgrades as the PTO is required to implement the upgrade(s) in accordance with Schedule 3.09(a) of the Transmission Operating Agreement if the proposed solution is selected through the competitive process.

With each proposal, the submitting Qualified Transmission Project Sponsor must include payment of a $100,000 study deposit per submitted Longer-Term Proposal to support the cost of Longer-Term Proposal evaluation by the ISO. The study deposit of $100,000 shall be applied toward the costs incurred by the ISO associated with the evaluation of the Longer-Term Proposal. Any difference between a Qualified Transmission Project Sponsor's study deposit and the actual cost of the evaluation of a Longer-Term Proposal shall be paid by or refunded to the Qualified Transmission Project Sponsor, as appropriate, with interest calculated in accordance with Section 35.19a(a)(2) of the FERC regulations. Any refund payment shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any invoice to collect funds in addition to the deposit shall be accompanied by a detailed and itemized accounting of the actual study costs incurred. Any disputes arising from the study process shall be addressed under the dispute resolution process specified in Section I.6 of the ISO Tariff.

Longer-Term Proposals must be submitted by the deadline specified in the public posting by the ISO of the request for proposal. The ISO may reject submittals which are insufficient or not adequately supported.

(e) LSP Coordination

Qualified Transmission Project Sponsors of Longer-Term Proposals shall also identify any LSP plans that require coordination with their Longer-Term Proposals.

(f) Review of Longer-Term Proposals

Upon receipt of Longer-Term Proposals, the ISO shall perform a review of each proposal to determine whether the proposal:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 16.4(d);

(ii) satisfies the needs identified in the request for proposal;

(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and;

(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

For each Longer-Term Proposal that satisfies the criteria specified in this Section 16.4(f), the ISO shall also perform an independent capital cost estimate, using a consistent capital cost estimating methodology, to ensure consistency in its review of the Longer-Term Proposals and their cost estimates.

(g) Proposal Deficiencies; Further Information

If the ISO identifies any minor deficiencies (compared with the requirements of Section 16.4(d)) in the information provided in connection with a Longer-Term Proposal, the ISO will notify the Qualified Transmission Project Sponsor that submitted the Longer-Term Proposal and provide an opportunity for the Qualified Transmission Project Sponsor to cure the deficiencies within the timeframe specified by the ISO. Upon request, Qualified Transmission Project Sponsors of Longer-Term Proposals shall provide the ISO with additional information reasonably necessary for the ISO's evaluation of the proposed solutions. In providing information under this subsection (g), the Qualified Transmission Project Sponsor may not modify its project materially or submit a new project, but instead may clarify its Longer-Term Proposal.

(h) Identification and Reporting of Preliminary Preferred Longer-Term Transmission Solution; Stakeholder Input

The ISO will identify the Longer-Term Transmission Solution that offers the best combination of electrical performance, cost, future system expandability and feasibility to comprehensively address all of the needs in the timeframes specified in the request for proposal(s) as the preliminary preferred Longer-Term Transmission Solution in response to each request for proposal.

The ISO will consider several factors during the evaluation process for identification of the preliminary preferred Longer-Term Transmission Solution. These factors may include, but are not limited to, the following which are listed in no particular order:

- Life-cycle cost, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- Qualified Transmission Project Sponsor(s) capabilities

The ISO will determine the financial benefits associated with Longer-Term Proposals that meet the needs identified in the request for proposal(s) and are competitive in terms of electrical performance, cost, future system expandability and feasibility. These financial benefits will consider factors that include, but are not limited to, the following which are listed in no particular order:

- Production cost and congestion savings;
- Avoided capital cost of local resources needed to serve demand;
- Avoided transmission investment;
- Reduction in losses; and
- Reduction in expected unserved energy

To be eligible for consideration as the preliminary preferred Longer-Term Transmission Solution, the Longer-Term Proposal must provide a benefit-to-cost ratio of greater than 1.0. Longer-Term Proposals with a benefit-to-cost ratio of 1.0 or less shall not be eligible for consideration as the preliminary preferred Longer-Term Transmission Solution. The benefit-to-cost ratio shall equal financial benefits divided by project costs. For the purpose of this calculation, financial benefits will be set equal to the present value of all financially quantifiable benefits provided by the project projected for the first 20 years of the project's life and project costs will be set equal to the present value of the annual revenue requirements projected for the first 20 years of the project's life.

The ISO will report the preliminary preferred Longer-Term Transmission Solution to the Planning Advisory Committee and seek input on the preliminary preferred Longer-Term Transmission Solution. Members of the Planning Advisory Committee may provide comments to the ISO on the preliminary preferred Longer-Term Transmission Solution.

(i) ISO Selection of Preferred Longer-Term Transmission Solution; NESCOE Response

Following receipt of stakeholder input, the ISO will identify the preferred Longer-Term Transmission Solution, together with an overview of why the solution is preferred, in a report and post that report on the ISO's website. The ISO will select the project that meets the conditions specified in Section 16.4(h) of this Attachment K. Within 30 days of the ISO's posting of the report identifying the preferred Longer-Term Transmission Solution, NESCOE may submit to the

ISO a written communication: (a) requesting that the ISO terminate the process, or (b) requesting that the ISO continue the process, but specifying an alternative allocation for the recovery of the incremental costs to address longer-term needs beyond those necessary to address any reliability or economic needs included in the longer-term request for proposal(s). If the ISO does not receive a written communication requesting that the ISO terminate the process, the ISO will proceed in accordance with Section 16.5 of this Attachment K, which shall apply solely to Longer-Term Proposals that meet the greater than 1.0 benefit-to-cost ratio threshold. The ISO shall terminate the process if requested to do so in the written NESCOE communication pursuant to Section 16.6 of this Attachment.

(j) ISO Reporting Where No Longer-Term Proposal Meets the Greater than 1.0 Benefit-to-Cost Ratio Threshold; NESCOE Response

In the event that no Longer-Term Proposal meets the benefit-to-cost ratio threshold, the ISO will present its findings to the Planning Advisory Committee. In the absence of a Longer-Term Proposal that meets the benefit-to-cost ratio threshold, the ISO will not identify a preliminary preferred Longer-Term Transmission Solution, but will make a recommendation on a Longer-Term Proposal. Members of the Planning Advisory Committee may provide comments to the ISO on its findings, and the ISO will provide and post on its website responses to written comments. If, after considering stakeholder input, the ISO determines that no Longer-Term Proposal meets the benefit-to-cost ratio threshold, the ISO will cancel the request for proposal in accordance with Section 16.6 of this Attachment K after the 15th day from the posting of the ISO's responses on the website.

Notwithstanding any other provision of this Attachment K, the ISO will not cancel the request for proposal in accordance with Section 16.6 of this Attachment K if, by the 15th day from the posting of the ISO's responses on the website, the ISO receives a written communication from NESCOE: (a) accepting the ISO recommended Longer-Term Proposal, identifying the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of the OATT, and identifying the manner in which those excess costs shall be allocated among the states identified in the communication, or (b) identifying up to three

Longer-Term Proposals for which NESCOE seeks further analysis. If the communication from NESCOE accepts the ISO-recommended Longer-Term Proposal, this proposal becomes the preferred Longer-Term Proposal and the ISO will proceed in accordance with Section 16.8 of this Attachment K, which shall apply solely to Longer-Term Proposals that do not meet the greater than 1.0 benefit-to-cost ratio threshold. If NESCOE identifies Longer-Term Proposals for further analysis, the ISO will perform further analysis of these proposals, present its findings to the Planning Advisory Committee for input, and post that input on its website. A Longer-Term Proposal is eligible for NESCOE's identification as a preferred Longer-Term Proposal if the ISO, at its sole discretion, has determined that it addresses all the needs in the timeframes specified in the request for proposal(s) and is viable. The ISO will cancel the request for proposal in accordance with Section 16.6 of this Attachment K after 15 days from posting the Planning Advisory Committee's input, unless the ISO receives a written communication from NESCOE identifying a preferred Longer-Term Proposal, the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of the OATT, and identifying the manner in which those excess costs shall be allocated among the states identified in the communication, in which case, the ISO will proceed in accordance with Section 16.8 of this Attachment K.

16.5 Where the Greater than 1.0 Benefit-to-Cost Ratio Threshold has Been Met: Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List; Milestone Schedule; Removal from RSP Project List

(a) Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List

If the ISO does not receive a written NESCOE communication requesting that the ISO terminate the process or providing an alternative cost allocation within the 30 day period specified in Section 16.4(i) of this Attachment, the ISO will notify the Qualified Transmission Project Sponsor that proposed the preferred Longer-Term Transmission Solution that its project has been selected for development, and include the project as a Longer-Term Transmission Upgrade in the Regional System Plan or RSP Project List, as it is updated from time to time in accordance with this Attachment. The preferred Longer-Term Transmission Solution may include an upgrade(s) located on or connected to a PTO's existing transmission system where the Qualified Transmission Project Sponsor is not the PTO for the existing system element(s). In such cases, the ISO will notify the PTO that has upgrades required by the preferred Longer-Term Transmission Solution to proceed in accordance with Schedule 3.09(a) of the TOA.

If the ISO receives a written NESCOE communication providing an alternative cost allocation pursuant to Section 16.4(i) of this Attachment, the ISO will notify the Qualified Transmission Project Sponsor that proposed the preferred Longer-Term Transmission Solution that its project has been selected for development and the PTO that has upgrades required by the preferred Longer-Term Transmission Solution, and provide them the written NESCOE communication reflecting the requested alternative cost allocation. In the case where the ISO notifies the PTO that has upgrades required by the preferred Longer-Term Transmission Solution to proceed in accordance with Schedule 3.09(a) of the TOA, any prudently incurred PTO costs associated with a filing to implement the cost allocation requested by NESCOE will be recovered by the applicable PTO in accordance with Attachment F of this OATT.

Within 30 days of the Commission's order addressing the alternative cost allocation, NESCOE will provide the ISO a communication specifying whether the process should proceed in accordance with Section 16.5(b) or terminate in accordance with Section 16.6 of this Attachment K. If the written NESCOE communication provides for the process to proceed, then the ISO will notify the Qualified Transmission Project Sponsor and PTO and include the project as a Longer-Term Transmission Upgrade in the Regional System Plan or RSP Project List, as it is updated from time to time in accordance with this Attachment. If the written NESCOE communication requests termination of the process, the ISO shall terminate the process pursuant to Section 16.6 of this Attachment.

Costs for the Longer-Term Transmission Upgrade included in the Regional System Plan or RSP Project List shall be allocated in accordance with Section 10 of Schedule 12 to this OATT.

(b) Execution of Selected Qualified Transmission Project Sponsor Agreement

If the ISO does not receive a written NESCOE communication requesting that the ISO terminate the process or providing an alternative cost allocation pursuant to Section 16.4(i) of this Attachment, within 30 days of receiving notification pursuant to Section 16.5(a) of this Attachment, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of receiving notification pursuant to Section 16.5(a) of this Attachment, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

If the ISO receives a written NESCOE communication providing an alternative cost allocation pursuant to Section 16.4(i) of this Attachment, within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of a Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

Qualified Transmission Project Sponsors whose projects are listed on the RSP Project List and have executed the Selected Qualified Transmission Project Sponsor Agreement shall be entitled to recover, pursuant to the rates and appropriate financial arrangements set forth in the Tariff and, as applicable, the TOA and NTDOA, all prudently incurred cost associated with developing the Longer-Term Transmission Upgrade subsequent to executing the Selected Qualified Transmission Project Sponsor Agreement.

PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs' existing facilities necessary to facilitate the development of a Longer-Term Transmission Solution proposed by any other Qualified Transmission Project Sponsor.

Notwithstanding the foregoing, a PTO is not precluded from recovering, pursuant to the applicable rates and appropriate financial arrangements set forth in the Tariff and the TOA, all prudently incurred costs associated with meeting its obligations to plan and maintain its Transmission Facilities as defined in Section 2.01 of the TOA.

(c) Failure to Proceed

If the ISO finds, after consultation with a Qualified Transmission Project Sponsor, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Qualified Transmission Project Sponsors is unable to proceed with the project due to forces beyond its reasonable control, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report, including a proposed course of action. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report consistent with the provisions of Section 1.1(e) of Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. The proposed course of action may include, for example, a consideration and selection of another Longer-Term Proposal, or the re-solicitation of Longer-Term Proposals. If prepared with respect to a Qualified Transmission Project

Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or a non-PTO Qualified Transmission Project Sponsor) with the Commission.

16.6 Cancellation of a Longer-Term Transmission Study; Cancellation of a Request for Proposal

The ISO may cancel a Longer-Term Transmission Study process or a request for proposal at any time. Such cancellation may be due, but is not limited to, new or different assumptions which may change or eliminate the identified needs. The ISO shall cancel a Longer-Term Transmission Study process or a request for proposal if requested to do so in a written NESCOE communication.

16.7 Local Longer-Term Transmission Upgrades

The costs of Local Longer-Term Transmission Upgrade(s) that are required in connection with the construction of a Longer-Term Transmission Upgrade approved for inclusion in the Regional System Plan in accordance with Section 16.5(a) of this Attachment K shall be allocated in accordance with Schedule 21 of the OATT.

16.8 Where the Greater than 1.0 Benefit-to-Cost Ratio Threshold has not been Met: Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List; Milestone Schedule; Removal from RSP Project List

(a) Inclusion of Longer-Term Transmission Upgrade in the Regional System Plan and RSP Project List

Upon receipt of a written NESCOE communication identifying a preferred Longer-Term Proposal pursuant to Section 16.4(j) of this Attachment K, the ISO will notify the Qualified Transmission Project Sponsor that proposed the Longer-Term Proposal that its project has been selected for development as the preferred Longer-Term Transmission Solution and the PTO that has upgrades required by the preferred Longer-Term Transmission Solution, and provide them the written NESCOE communication identifying the New England states that have voluntarily agreed to fund costs in excess of those eligible for treatment as Regional Benefit Upgrades pursuant to Schedule 12 of this OATT and the agreed-to allocation for the excess costs. In the case where the ISO notifies the PTO that has upgrades required by the preferred Longer-Term Transmission Solution to proceed in accordance with Schedule 3.09(a) of the TOA, any prudently incurred PTO costs associated with a filing to implement the cost allocation requested by NESCOE will be recovered by the applicable PTO in accordance with Attachment F of this OATT.

Within 30 days of the Commission's order addressing the cost allocation, NESCOE will provide the ISO a communication specifying whether the process should proceed in accordance with Section 16.8(b) or terminate in accordance with Section 16.6 of this Attachment K. If the written NESCOE communication provides for the process to proceed, then the ISO will notify the Qualified Transmission Project Sponsor and PTO and include the project as a Longer-Term Transmission Upgrade in the Regional System Plan or RSP Project List, as it is updated from time to time in accordance with this Attachment. If the written NESCOE communication requests termination of the process, the ISO shall terminate the process pursuant to Section 16.6 of this Attachment.

Costs for the Longer-Term Transmission Upgrade included in the Regional System Plan or RSP Project List shall be allocated in accordance with Section 10 of Schedule 12 to this OATT.

(b) Execution of Selected Qualified Transmission Project Sponsor Agreement

Within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed under Section 16.8(a) of this Attachment K, the Qualified Transmission Project Sponsor shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of the Selected Qualified Transmission Project Sponsor Agreement (Attachment P to the OATT). Within 30 days of the ISO's notification to the Qualified Transmission Project Sponsor that NESCOE has elected to proceed under Section 16.8(a) of this Attachment K, each Qualified Transmission Project Sponsor that is part of the joint proposal shall submit to the ISO its acceptance of responsibility to proceed with the preferred Longer-Term Transmission Solution by execution of a Selected Qualified

Transmission Project Sponsor Agreement (Attachment P to the OATT). Any cost cap or cost containment provisions shall be included in each Selected Qualified Transmission Project Sponsor Agreement.

Qualified Transmission Project Sponsors whose projects are listed on the RSP Project List and have executed the Selected Qualified Transmission Project Sponsor Agreement shall be entitled to recover, pursuant to the rates and appropriate financial arrangements set forth in the Tariff and, as applicable, the TOA and NTDOA, all prudently incurred cost associated with developing the Longer-Term Transmission Upgrade subsequent to executing the Selected Qualified Transmission Project Sponsor Agreement.

PTOs shall be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any upgrades or modifications to such PTOs' existing facilities necessary to facilitate the development of a Longer-Term Transmission Solution proposed by any other Qualified Transmission Project Sponsor.

Notwithstanding the foregoing, a PTO is not precluded from recovering, pursuant to the applicable rates and appropriate financial arrangements set forth in the Tariff and the TOA, all prudently incurred costs associated with meeting its obligations to plan and maintain its Transmission Facilities as defined in Section 2.01 of the TOA.

(c) Failure to Proceed

If the ISO finds, after consultation with a Qualified Transmission Project Sponsor, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Qualified Transmission Project Sponsors is unable to proceed with the project due to forces beyond its reasonable control, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report, including a proposed course of action. If the Qualified Transmission Project Sponsor that is failing or unable to proceed is a PTO, the ISO shall, after consultation with the Planning Advisory Committee, prepare a report consistent with the provisions of Section 1.1(e) of

Schedule 3.09(a) of the Transmission Operating Agreement, including the ISO's proposed course of action. The proposed course of action may include, for example, a consideration and selection of another Longer-Term Proposal, or the re-solicitation of Longer-Term Proposals. If prepared with respect to a Qualified Transmission Project Sponsor that is not a PTO, the report shall include a report from that sponsor. The ISO shall file its report (whether with respect to a PTO or a non-PTO Qualified Transmission Project Sponsor) with the Commission.

17. Procedures for the Conduct of Economic Studies

This Section 17 sets forth the procedures for the ISO's conduct of Economic Studies.

17.1 Overview

The Economic Study process shall be used to identify market efficiency issues on the PTF portion of the New England Transmission System and, as applicable, evaluate competitive solutions to alleviate identified market efficiency needs. The process will also provide information to facilitate the evaluation of economic and environmental impacts of New England regional policies, federal policies, and various resource technologies on satisfying future resource needs in the region.

17.2 Economic Study Reference Scenarios

The ISO shall develop and study the following four reference scenarios. The ISO shall consult with, and consider the input from, the Planning Advisory Committee on the scope, parameters, and assumptions used in modeling the scenarios described in this Section 17.2.

(a) Benchmark Scenario

The purpose and scope of the Benchmark Scenario is to improve the economic planning model and associated assumptions and criteria used in the other scenarios by comparing it against historical performance of the system in the previous year and adjusting the assumptions and model accordingly. This scenario will help identify any modeling issues in the base set of input data.

The initial economic planning model will use the existing base case model and data and may be adjusted based on historical performance and observations. Historical performance of the system includes recorded observations from the prior year to the beginning of the study cycle.

The study year shall be year N-1 and the simulation length shall be one year for the Benchmark Scenario.

Any identified market efficiency issues resulting from a Benchmark Scenario shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

(b) Market Efficiency Needs Scenario

The purpose and scope of the Market Efficiency Needs Scenario is to identify market efficiency issues on the PTF portion of the New England Transmission System at the end of the ten-year planning horizon pursuant to Section 17.5 of this Attachment. Pursuant to Section 4.1 of this Attachment, the ISO shall conduct a market efficiency Needs Assessment to evaluate and determine whether market efficiency issues identified in a Market Efficiency Needs Scenario are market efficiency needs.

The model used for the Market Efficiency Needs Scenario shall be the updated base case from the Benchmark Scenario and forecasted out to the ten-year planning horizon year using assumptions and criteria in Section 4.1(f) of this Attachment.

The study year shall be year N+10 and the simulation length shall be one year for the Market Efficiency Needs Scenario.

(c) Policy Scenario

The purpose and scope of the Policy Scenario is to identify any potential market efficiency issues resulting from the New England states' energy policies and goals, among others (e.g., federal legislation, state legislation, or utility renewable portfolio standard targets). The policies and goals selected for the Policy Scenario shall be selected by the ISO and Planning Advisory Committee pursuant to Section 17.4 of this Attachment.

The model used for the Policy Scenario shall be the base case model resulting from the Benchmark Scenario and forecasted out to a year when relevant New England and other applicable energy policies and goals are in full effect.

The study year for the Policy Scenario shall be dependent on deadlines for achieving the New England region and other energy policies and goals. However, the study year will be at least ten years into the future and cover the deadlines for achieving all applicable goals and policies. The study simulation length shall be one year.

The results from studying a Policy Scenario shall be used for informational purposes only. Any identified market efficiency issues resulting from a Policy Scenario shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

(d) Stakeholder-Requested Scenario

The purpose of the Stakeholder-Requested Scenario is to study a scenario with a region-wide scope that is requested by stakeholders and not covered by the other scenarios described in this Section 17.

The model used for the Stakeholder-Requested Scenario shall be the base case model resulting from the Benchmark Scenario and then forecasted out to a year with assumptions requested by the stakeholders and agreed upon by the ISO.

The study year shall be dependent on the requested scenario and the simulation length shall be one year.

The results from studying a Stakeholder-Requested Scenario shall be used for informational purposes only. Any identified market efficiency issues resulting from a Stakeholder-Requested Scenario shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

17.3 Frequency, Initiation, and Schedule

The Economic Study process shall be conducted at least once every three years and at most once every two years. The process shall be initiated for the first time under this Section 17 in January 2024.

Each Economic Study cycle shall be initiated by the ISO providing the Planning Advisory Committee with notice that the ISO will be initiating the process for the Economic Study cycle. The ISO shall provide to the Planning Advisory Committee the schedule for the Economic Study cycle within three months of initiating the process. The schedule shall include dates for the ISO's collection, and stakeholders' submission, of data to be used in the studies, the preparation of models, the completion of studies, and the issuance of study results. The schedule shall include a one-month period for stakeholders to submit proposals for the Stakeholder-Requested Scenario. If the Economic Study cycle and potential resulting competitive request for proposals process cannot be completed within the initial schedule, the ISO shall notify stakeholders of such, provide a revised estimated completion date, and provide an explanation of the reason or reasons why the additional time is required.

17.4 Preparation of the Economic Study Reference Scenarios and Stakeholder Sensitivity Requests

The ISO shall prepare and post on its website a proposed scope for the scenarios described in Section 17.2, and the associated parameters and assumptions. The ISO shall either provide the Planning Advisory Committee with notice that the ISO posted the information or send the information itself to the Planning Advisory Committee after it is posted. A Planning Advisory Committee meeting will be held thereafter to solicit stakeholder input for consideration by the ISO on the study's scope, parameters, and assumptions.

Following the analyses, runs, and presentation of the results of the Economic Study reference scenarios described in Section 17.2, stakeholders may request, and the ISO may propose, additional sensitivities to test the effect of a specific change to input assumptions. The sensitivities shall be limited to a single theme or category of changes to allow for better understanding of the causal effect of the change to the results. The ISO shall prioritize and list the sensitivities that can be completed during the Economic Study cycle taking into consideration the impact of the additional efforts on the ISO resources and other priorities.

Results from studies conducted with stakeholder-requested scenario sensitivities shall be used for information purposes only. Any identified market efficiency issues resulting from a study with a stakeholder-requested scenario sensitivity shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

17.5 Market Efficiency Needs Assessment

The ISO shall use the Market Efficiency Needs Scenario and criteria in Attachment N to identify market efficiency issues on the PTF portion of the New England Transmission System and, as applicable, identify market efficiency needs on the PTF portion of the New England Transmission System.

All of the market efficiency issues and associated benefits of relieving those issues will be documented in a market efficiency Needs Assessment conducted pursuant to Section 4.1 of this Attachment.

Any market efficiency issues that meet the criteria in Attachment N will be identified as market efficiency needs, and a request for proposal or multiple requests for proposals will be issued to initiate the competitive solution process for Market Efficiency Transmission Upgrades to address the identified market efficiency need or needs pursuant to Section 4.3 of this Attachment.

17.6 Evaluation of Regulated Transmission Solutions for Market Efficiency Transmission Upgrades

The process in Section 4.3 of this Attachment shall be used to solicit and evaluate competitive solutions for identified market efficiency needs.

17.7 Stakeholder Input on Study Results

After the results from the Economic Study reference scenarios described in Section 17.2 and stakeholder-requested scenario sensitivities described in Section 17.4 are available, the ISO shall provide such results to stakeholders at Planning Advisory Committee meetings and solicit feedback based on the results.

17.8 Economic Studies Requested by Individual Stakeholders

An individual stakeholder may request that the ISO conduct Economic Studies at the stakeholder's own expense to examine situations where potential regulated transmission solutions, market responses, or investments 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 or loads, or both, on an aggregate or regional basis. The scope, assumptions, and deliverables shall be agreed to by the ISO and the stakeholder requesting the study. The notice and schedule initiating the Economic Study process described in Section 17.3 shall include the dates for submitting requests for studies under this Section 17.8.

The ISO may hire a consultant to conduct the analysis, and the entity requesting the study shall be responsible for the ISO's costs for study administration, study analysis, and consultants used to perform the study.

The ISO shall provide an estimated cost and duration to each stakeholder that requests an Economic Study. Each stakeholder that requests a study under this Section 17.8 shall provide written confirmation with the ISO that the stakeholder would like the ISO to proceed with conducting the study after receiving the estimated cost and duration for the study it requested.

The results from studies conducted pursuant to this Section 17.8 shall be used for informational purposes only. Any identified market efficiency issues resulting from studies conducted pursuant to this Section 17.8 shall not be evaluated as a market efficiency need against the factors and metrics in Attachment N.

17.9 Cost Recovery

The costs of the Economic Study process described in Sections 17.1 through 17.7 shall be recovered by the ISO pursuant to Schedule 1 of Section IV.A of the Tariff. The costs of Economic Studies performed by the ISO under Section 17.8 of this Attachment shall be paid for by the stakeholder requesting the study.

17.10 Coordination with PTOs

The PTOs shall coordinate with the ISO in the performance of the Economic Study process pursuant to and as described in Section 5 of this Attachment.

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], including Local Public Policy Transmission Upgrades, 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. Not less than every three years, each PTO will post a notice as part of its LSP process indicating that members of the Planning Advisory Committee, NESCOE, or any state may provide the PTO with input regarding state and federal Public Policy Requirements identified as driving transmission needs relating to Non-PTF and regarding particular local transmission needs driven by Public Policy Requirements. The PTO will provide a written explanation, to be posted on the ISO website, of why suggested transmission needs driven by Public Policy Requirements will or will not be evaluated for potential solutions in the LSP planning process.

1.3 Role of the PTOs

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[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.

Each PTO will be responsible for administering the LSP process pertaining to its own Non-PTF, including Local Public Policy Transmission Upgrades, 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 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 or as Local Public Policy Transmission Upgrades, and shall reflect the results of such reviews 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 shall consult with NESCOE and applicable states, local authorities and stakeholders to consider their views prior to including a Local Public Transmission Upgrade in its LSP, as described in Section 1.6.

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.

1.6 Public Policy Studies

As part of the LSP process, each PTO will evaluate potential transmission solutions on its Non-PTF system that are likely to be both efficient and cost-effective for meeting Public Policy Requirements.

1.6A Process to Identify Public Policy Requirements Driving Non-PTF Transmission Needs

Within six months of publication, each PTO will review the Public Policy Requirements posted by the ISO to determine and evaluate at a high level any public policy needs potentially driving transmission needs on their respective Non-PTF systems. Such evaluations will also include potential public policy needs suggested by third parties. Each PTO will review NESCOE's written explanation of which transmission needs driven by state or federal Public Policy Requirements will be evaluated by the ISO and why other suggested transmission needs will not be evaluated. If NESCOE does not provide a listing of identified transmission needs and explanation, each PTO will review the ISO's explanations of which transmission needs driven by state or federal Public Policy Requirements will be evaluated by the ISO and why other suggested transmission needs will not be evaluated. In addition, each PTO will review the ISO's explanation of which transmission needs driven by local Public Policy Requirements will be evaluated in the regional system planning process and why other suggested transmission needs driven by local Public Policy requirements will not be evaluated. Each PTO will then determine if any of the posted state, federal or local Public Policy Requirements are driving a need on its Non-PTF transmission system and will include the non-PTF needs in its local planning process.

As part of the local planning process, each PTO will list the identified transmission needs on its non-PTF transmission system driven by state, federal, or local Public Policy Requirements that will be evaluated, and provide an explanation of why any identified transmission needs will not be evaluated as part of its LSP. The list will be posted in the PTO's LSP and presented at the annual PAC meeting. The PTO will seek input at the PAC meeting from stakeholders about whether further study is warranted to identify solutions for local transmission system needs and seek recommendations about whether to proceed with such studies. A stakeholder may provide written input on the list within 30 days from the date of presentation for consideration by the PTO. Each PTO will then confirm, or modify if appropriate, its determination of which identified transmission needs on its non-PTF transmission system driven by state, federal, or local Public Policy Requirements will be evaluated and which will not be evaluated, and revise its annual LSP accordingly. If the potential Non-PTF transmission needs identified would affect the Non-PTF facilities of more than one PTO, the affected PTOs will coordinate their efforts with other affected PTOs, as necessary.

1.6B Procedure for Evaluating Potential Public Policy Solutions on the Non-PTF

Once it has been determined that a non-PTF need driven by state, federal or local Public Policy Requirements will be evaluated, each PTO will prepare a scope and associated assumptions as part of a Public Policy Local Transmission Study. For those needs where a scope is available, a PTO may present the proposed scope for the Public Policy Local Transmission Study within its LSP and as part of its LSP presentation described in Section 1.6A. A stakeholder may provide written input to the scope within 30 days after the LSP presentation for the PTO to consider.

Each PTO will schedule a follow-up PAC meeting presentation for additional stakeholder input within 4 months after the PTO's LSP presentation as described in Section 1.6A if the proposed scope for a Public Policy Local Transmission Study was not included in its annual LSP presentation. Within 30 days after the follow-up meeting, a stakeholder may provide written input to the scope for the PTO to consider. Subsequently, the PTO will determine the study scope for the Public Policy Local Transmission Study and revise its annual LSP.

In preparation of a Public Policy Local Transmission Study that will be presented to the PAC as part of the LSP for the following year, the PTO will undertake the following: First, the PTO will perform the initial phase of the Public Policy Local Transmission Study to develop an estimate of costs and benefits and post its preliminary results on a website. Second, the PTO will use good faith efforts to contact stakeholders and the appropriate state and/or local authorities informing them of the posting, requesting input on whether further study is warranted to identify solutions for local transmission system needs, and seeking recommendations about whether to proceed with further planning and construction of a Local Public Policy Transmission Upgrade. Each PTO will then make a determination of whether further study is warranted to identify solutions for local transmission system needs, or will select its final solution, and revise its annual LSP accordingly. If the potential Non-PTF transmission needs identified would affect the Non-PTF facilities of more than one PTO, the affected PTOs will coordinate their efforts with other affected PTOs, as necessary. Results of a Public Policy Local Transmission Study will be provided to the PAC as part of the LSP for the following year.

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, including Local Public Policy Transmission Upgrades, any change in status of proposed Non-PTF, including Local Public Policy Transmission Upgrades, or any removal of proposed Non-PTF, including Local Public Policy Transmission Upgrades, 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, including Local Public Policy Transmission Upgrades ("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 solutions studies, including any Local Public Policy Transmission Upgrade 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.

ATTACHMENT K APPENDIX 2

LIST OF ENTITIES ENROLLED IN THE TRANSMISSION PLANNING REGION

APPENDIX 2

ATTACHMENT K

LIST OF ENTITIES ENROLLED IN THE TRANSMISSION PLANNING REGION

The entities listed in this Appendix 2 are those enrolled for the purpose of participating as a transmission provider in the New England transmission planning region pursuant to Attachment K as of the date the revisions to this Appendix 2 were filed with the Commission. The most current list of entities enrolled for the purpose of participating as a transmission provider in the New England transmission planning region pursuant to Attachment K is available on the ISO-NE website. This Appendix 2 will be updated to reflect any subsequent enrollments as part of unrelated OATT filings at the time ISO-NE undertakes such unrelated filings.

Town of Braintree Electric Light Department
Central Maine Power Company
Chicopee Municipal Lighting Plant
The Connecticut Light and Power Company
Connecticut Municipal Electric Energy Cooperative
Connecticut Transmission Municipal Electric Energy Cooperative
Cross-Sound Cable Company, LLC
Fitchburg Gas and Electric Light Company
Green Mountain Power Corporation
The City of Holyoke Gas and Electric Department
Town of Hudson Light & Power Department
Maine Electric Power Company
Massachusetts Municipal Wholesale Electric Company
Town of Middleborough Gas & Electric Department
The Narragansett Electric Company d/b/a Rhode Island Energy
New England Electric Transmission Corporation
New England Energy Connection, LLC
New England Hydro-Transmission Corporation

New England Hydro-Transmission Electric Company Inc.

New England Power Company d/b/a National Grid

New Hampshire Electric Cooperative, Inc.

New Hampshire Transmission, LLC

Town of Norwood Municipal Light Department

NSTAR Electric Company

Public Service Company of New Hampshire

Town of Reading Municipal Light Department

Shrewsbury Electric & Cable Operations

Town of Stowe Electric Department

Taunton Municipal Lighting Plant

The United Illuminating Company

Unitil Energy Systems, Inc.

Vermont Electric Cooperative, Inc.

Vermont Electric Power Company, Inc.

Vermont Electric Transmission Company

Vermont Public Power Supply Authority

Vermont Transco LLC

Versant Power

Town of Wallingford, CT, Department of Public Utilities, Electric Division

ATTACHMENT K APPENDIX 3

LIST OF QUALIFIED TRANSMISSION PROJECT SPONSORS

The entities listed in this Appendix 3 are those approved by ISO-NE as Qualified Transmission Project Sponsors as of the date the revisions to this Appendix 3 were filed with the Commission. The most current list of entities approved as Qualified Transmission Project Sponsors is available on the ISO-NE website. This Appendix 3 will be updated to reflect any subsequent enrollments as part of unrelated OATT filings at the time ISO-NE undertakes such unrelated filings.

Anbaric Development Partners, LLC

Avangrid Networks, Inc.

Central Maine Power Company

Connecticut Transmission Municipal Electric Cooperative

Versant Power

Eversource Energy Transmission Ventures, Inc.

NGV US Transmission Inc.

Hudson Light and Power Department

Maine Electric Power Company

Massachusetts Municipal Wholesale Electric Company

Middleboro Gas & Electric Department

Narragansett Electric Company d/b/a Rhode Island Energy

New England Energy Connection, LLC

New England Power Company

New Hampshire Transmission, LLC

Norwood Municipal Light Department

NSTAR Electric Company

PPL Translink, Inc.

Public Service Company of New Hampshire

SP Transmission, LLC

Taunton Municipal Light Plant

The City of Holyoke Gas and Electric Department

The Connecticut Light and Power Company

Town of Braintree Electric Light Department

Transource New England, LLC

United Illuminating Company

Vermont Transco, LLC

ATTACHMENT N
PROCEDURES FOR REGIONAL SYSTEM PLAN UPGRADES

I. INTRODUCTION

Pursuant to Part II.G of the ISO New England Open Access Transmission Tariff (Sections II.46 – II.47), Attachment K and this Attachment, the ISO shall classify upgrades as Reliability Transmission Upgrades, Market Efficiency Transmission Upgrades, Public Policy Transmission Upgrades or Longer-Term Transmission Upgrades during the Regional System Plan ("RSP") process. Pursuant to established standards, that process is designed to collect and reflect broad input from all stakeholders through the Planning Advisory Committee ("PAC"). The PAC is composed of a wide variety of regional stakeholders, including Governance Participants (such as generator owners, marketers, load serving entities, merchant transmission owners and participating transmission owners), governmental representatives, public interest groups, state agencies (including those participating in the New England Conference of Public Utilities Commissioners), retail customers, representatives of local communities, and consultants. The PAC meets regularly throughout the year.

This procedure describes the standards used by the ISO to identify Reliability Transmission Upgrades, Market Efficiency Transmission Upgrades, Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades and the process for making such identifications pursuant to Part II.G and Attachment K of the OATT.

The ISO may amend these standards and procedures from time to time, as appropriate, with input from the Reliability Committee and PAC.

II. STANDARDS FOR IDENTIFYING RELIABILITY TRANSMISSION UPGRADES, MARKET EFFICIENCY TRANSMISSION UPGRADES, PUBLIC POLICY TRANSMISSION UPGRADES AND LONGER-TERM TRANSMISSION UPGRADES

A. Identification of Reliability Transmission Upgrades

Reliability Transmission Upgrades are those upgrades necessary to ensure the continued reliability of the New England Transmission System based on applicable reliability standards. In applying the applicable reliability standards, some of the considerations that will be taken into account are as follows:

- available supply and transmission (i.e., known resource changes, which includes anticipated transmission enhancements (considering Elective Transmission Upgrades and Merchant Transmission Facilities), demand side resources, and new, retired or unavailable generators);
- load growth;
- acceptable stability response;
- acceptable short circuit capability;
- acceptable voltage levels;
- adequate thermal capability; and
- acceptable system operability and responses (e.g. automatic operations, voltage changes).

To identify the transmission system facilities required to maintain reliability and system performance consistent with the applicable reliability standards, the ISO shall:

- determine whether the above factors are met using reasonable assumptions for certain amounts of forecasted load growth, and generation and transmission facility availability (due to maintenance, forced outages, or other unavailability); and
- rely on Good Utility Practice, applicable reliability standards, and the ISO System Rules.

A Reliability Transmission Upgrade is not an upgrade required by the interconnection of a generator except to the extent determined under the terms of Schedule 11 of the OATT. A Reliability Transmission Upgrade may also provide market efficiency benefits.

B. Identification of Market Efficiency Transmission Upgrades

Market Efficiency Transmission Upgrades are upgrades designed primarily to provide a net reduction in total production cost to supply the system load. Proposed Market Efficiency Transmission Upgrades shall be identified by the ISO where the net present value of the net reduction in total cost to supply the system load, as determined by the ISO, exceeds the net present value of the carrying cost of the identified transmission upgrade.

An upgrade identified as a Reliability Transmission Upgrade may qualify for interim treatment as a Market Efficiency Transmission Upgrade if market efficiency is used to influence the schedule for the implementation of the upgrade. Such opportunities shall be identified by the ISO when the net present value of the reduction to total production cost to supply the system load, as determined by the ISO, exceeds the net present value of the Reliability Transmission Upgrade after it is advanced less the net present value of the upgrade for when it is projected to be needed for reliability.

1. Base Economic Evaluation Model

In making a determination of the net present value of bulk power system resource costs, the ISO shall take into account applicable economic factors that shall include the following projected factors:

- energy costs;
- Capacity Costs;
- cost of supplying total operating reserve;
- system losses;
- available supply and transmission (i.e., known resource changes, which includes anticipated transmission enhancements (considering Elective Transmission Upgrades and Merchant Transmission Facilities), demand side resources and new, retired or unavailable generators);
- load growth;
- fuel costs;
- fuel availability;
- generator availability;
- release of bottled generating resources;
- present worth factors for each project specific to the owner of the project;
- present worth period not to exceed ten years; and
- cost of the project.

Analysis may include utilization of historical information such as may be included in market reports as well as special studies and should report cumulative net present value annually over the study period.

2. Other Data Provided to Stakeholders

Although not used to evaluate the net economic benefit of the system upgrade, analysis may be provided to illustrate the net cost to load with and without the transmission upgrade – considering additional factors such as locational installed capacity, congestion costs, and impacts on bilateral prices for electricity.

Summary

Based on information provided through such analysis and pursuant to the factors listed in (1) above, the ISO, in consultation with the PAC, will identify Market Efficiency Transmission Upgrades to be included in the RSP. If however, during the course of their analysis, the ISO determines that without the project the applicable reliability standards will not be met, then the project will be designated as a Reliability Transmission Upgrade and included in the RSP as such.

C. Identification of Public Policy Transmission Upgrades

Public Policy Transmission Upgrades are upgrades designed to meet transmission needs driven by public policy requirements, including such needs identified by NESCOE. Proposed Public Policy Transmission Upgrades shall be assessed and identified by the ISO in accordance with Section 4A of Attachment K to the OATT.

D. Identification of Longer-Term Transmission Upgrades

Longer-Term Transmission Upgrades are upgrades designed to meet transmission needs identified by NESCOE in accordance with Section 16 of Attachment K. Proposed Longer-Term Transmission Upgrades shall be assessed and identified by the ISO in accordance with Section 16 of Attachment K to the OATT.

III. PROCEDURES FOR IDENTIFYING RELIABILITY TRANSMISSION UPGRADES, MARKET EFFICIENCY TRANSMISSION UPGRADES, PUBLIC POLICY TRANSMISSION UPGRADES AND LONGER-TERM TRANSMISSION UPGRADES

A. Identification of Needs for Reliability Transmission Upgrades, Market Efficiency Transmission Upgrade, Public Policy Transmission Upgrades and Longer-Term Transmission Upgrades

1. An assessment of the adequacy of the region's electric system.

On a regular and on-going basis, the ISO shall conduct studies to identify the location and nature of any potential problems on the New England Transmission System. These assessments shall be conducted to identify those factors relevant to the standards for identifying needs which might be solved or mitigated by Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades, as specified in Section II of this Attachment.

The ISO will publish its identification of such relevant factors on the New England Transmission System on its website and to the PAC, thereby providing market signals for generation, merchant transmission and load responses to develop and implement market-based solutions for the relief of actual and projected system reliability concerns, transmission constraints and market inefficiencies. The ISO will also present the results of its assessments in appropriate market forums to facilitate market responses to those needs. Market responses having met appropriate milestones pursuant to Attachment K to the OATT will be included in studies to assess the effects of such market responses on the identified problems with reliability and market inefficiencies.

Based on input and feedback provided by the PAC, the ISO shall refer to the Markets Committee and Reliability Committee issues and concerns identified by the PAC for further investigations and consideration of potential changes to rules and procedures.

2. Conduct of Public Policy Transmission Studies

The ISO will conduct the public policy transmission planning process pursuant to the timelines and procedures set out in Section 4A of Attachment K to this OATT.

3. Conduct of Longer-Term Transmission Studies

The ISO will conduct the longer-term transmission planning process pursuant to the timelines and procedures set out in Section 16 of Attachment K to this OATT.

B. Adequacy of the market responses, and as necessary, adequacy of Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades

The ISO shall assess the adequacy of proposed market responses in addressing identified system needs. The ISO shall also ensure that there are no significant adverse effects associated with such market responses, pursuant to Section I.3.9 of the Tariff and Planning Procedure 5-3, “Guidelines for Conducting and Evaluating Proposed Plan Application Analysis”.

If the market does not respond with adequate solutions to address the system needs identified by the ISO, the ISO shall present a coordinated transmission plan in the RSP that identifies appropriate projects for addressing both reliability, and market efficiency needs.

This coordinated plan is updated by the ISO as market responses to identified problems are developed. Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades are implemented only after market solutions have been given first consideration.

C. Periodic Updates to the RSP

A Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade may be added to the RSP at any time in a given year, a Public Policy Transmission Upgrade project may be added to the RSP in accordance with Sections 3.6 and 4A of Attachment K to the OATT, and a Longer-Term Transmission Upgrade project may be added to the RSP in accordance with Sections 3.6 and 16 of Attachment K to the OATT. In doing so, the ISO shall consult with and consider input from the PAC and the Reliability Committee, within the scope of their respective functions.

The time required to implement transmission projects, however, is often longer than that needed for market-based solutions. Thus, the RSP process recognizes that a new market response could result in a deferral or a significant change in the proposed timing and/or configuration of a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrades. Also, a needed Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade may become delayed due to other factors.

As a result, the ISO may remove or defer a Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade project from the RSP at any time in a given year, if the market responds by developing credible market-based solutions, or other circumstances arise that impact the need for the Transmission Upgrade. If market-based solutions have not met appropriate milestones prior to significant sunk transmission expense being made to provide the Reliability Transmission Upgrade or Market Efficiency Transmission Upgrade, then the ISO will assess the risks and costs associated with adding or advancing a transmission project from the RSP. The ISO may remove a Public Policy Transmission Upgrade project from the RSP in accordance with Sections 3.6 and 4A of Attachment K to the OATT. The ISO may remove a Longer-Term Transmission Upgrade project from the RSP in accordance with Sections 3.6 and 16 of Attachment K to the OATT. The ISO shall consult with and consider input from the PAC and the Reliability Committee with regard to such changes in the RSP. In the event that a transmission project is removed, deferred, added or advanced, the ISO shall promptly notify the affected Participating Transmission Owners and Non-Incumbent Transmission Developers.

IV. COST-EFFECTIVENESS AND COST ALLOCATION DETERMINATION OF RELIABILITY TRANSMISSION UPGRADES AND MARKET EFFICIENCY TRANSMISSION UPGRADES

The cost-effectiveness and cost allocation of identified Reliability Transmission Upgrades and Market Efficiency Transmission Upgrades will be determined pursuant to the Tariff, Attachment K; Schedule 12; and Planning Procedure 4. The level of detail needed to fulfill the requirements of the RSP process and Planning Procedure 4 will ensure that, in addition to a determination of Pool-supported PTF costs and Localized Costs, the planning and stakeholder review processes will include a comprehensive examination of all Transmission Upgrade construction alternatives and their associated costs and will thus evaluate the cost-effectiveness of each Transmission Upgrade and its potential alternatives.

ATTACHMENT O

NON-INCUMBENT TRANSMISSION DEVELOPER OPERATING AGREEMENT

NON-INCUMBENT TRANSMISSION DEVELOPER OPERATING AGREEMENT

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Schedules

<u>NON-INCUMBENT TRANSMISSION DEVELOPER OPERATING AGREEMENT</u>

This Operating Agreement (this "<u>Agreement</u>"), dated as of [date], is made and entered into by __________________________, a [STATE] [TYPE OF ENTITY] ("NTD"), and ISO New England Inc. ("<u>ISO</u>"), a Delaware corporation (NTD and the ISO are collectively referred to herein as the "<u>Parties</u>").

WHEREAS, the ISO is a regional transmission organization ("<u>RTO</u>") authorized by the Federal Energy Regulatory Commission ("<u>FERC</u>") to exercise the functions required of RTOs pursuant to FERC's Order No. 2000 ("<u>Order 2000</u>") and FERC's RTO regulations;

WHEREAS, NTD has been approved as a "Qualified Transmission Project Sponsor" pursuant to the ISO Open Access Transmission Tariff (the "<u>ISO OATT"</u>), which is Section II of the ISO New England Inc. Transmission, Markets and Services Tariff (the "<u>ISO Tariff</u>");

WHEREAS, in accordance with the requirements of Order 2000, the ISO will be the transmission provider under the ISO OATT of non-discriminatory, open access transmission services over the transmission facilities of NTD, once placed in service, that become part of the New England Transmission System ("<u>Transmission Service</u>");

WHEREAS, the ISO OATT will be designed to provide for the payment by transmission customers for Transmission Service at rates designed to recover the revenue requirements of NTD in supporting the provision of such transmission service by the ISO under the ISO OATT;

WHEREAS, the ISO will be responsible for system planning within the ISO region subject to certain rights and obligations of NTD, all as set forth in this Agreement;

WHEREAS, the functions to be performed by the ISO and Order 2000 require that the ISO have the requisite operational authority over NTD's transmission facilities;

WHEREAS, in accordance with the terms set forth herein, NTD desires for the ISO to exercise, and the ISO desires to exercise, Operating Authority (as defined in Section 3.02 of this Agreement) over the NTD Transmission Facilities (as defined in this Agreement) consistent with the requirements of Order 2000, once those facilities are placed in service;

WHEREAS, NTD will among other things, continue to own, physically operate, and maintain its transmission facilities; and

WHEREAS, references to the PTOs in this Agreement are not intended to impose additional requirements or obligations on the PTOs in addition to those in the TOA;

NOW, THEREFORE, in consideration of the promises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, NTD and the ISO agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATIONS

1.01 **Definitions; Interpretations.** Each of the capitalized terms and phrases used in this Agreement (including the foregoing recitals) and not otherwise defined herein shall have the meaning specified in Schedule 1.01. In this Agreement, 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 Agreement;

(d) the exhibits, schedules and appendices attached hereto are incorporated herein by reference and shall be construed with and as an integral part of this Agreement 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 Agreement;

(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 Agreement as a whole and not to any particular article, section, subsection, paragraph or clause hereof;

(l) 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; and

(m) neither this Agreement nor any other agreement, document or instrument referred to herein or executed and delivered in connection herewith shall be construed against any Person as the principal draftsperson hereof or thereof.

ARTICLE II
TRANSMISSION FACILITIES

2.01 **Transmission Facilities.** As to NTD, the transmission facilities over which the ISO shall exercise Operating Authority (as of the date the facilities are placed in service) in accordance with the terms set forth herein shall be:

(a) those facilities of NTD listed in Schedule 2.01(a) (hereinafter "NTD Category A Facilities"), as such list of facilities may be added to or deleted from in accordance with Sections 2.01(d) and 2.02 below;

(b) those facilities of NTD listed in Schedule 2.01(b) (hereinafter "NTD Category B Facilities"), as such list of facilities may be added to or deleted from, in accordance with Sections 2.01(d) and 2.02 below; and

(c) those transmission facilities of NTD within the New England Transmission System with a voltage level of less than 69 kV and all transformers that have no NTD Category A Facilities or NTD Category B Facilities connected to the lower voltage side of the transformer that are not listed on Schedule 2.01(a) and Schedule 2.01(b) (hereinafter "NTD Local Area Facilities"), provided that any excluded facilities of NTD listed on Schedule 4.01(d) shall not be NTD Local Area Facilities.

(d) The transmission facilities included on any of the lists of the NTD Category A Facilities or the NTD Category B Facilities contained in Schedule 2.01(a) and Schedule 2.01(b), respectively, may be redesignated on another of those two lists, deleted from such list, or redesignated as a NTD Local Area Facility without the necessity of an amendment to this Agreement, but only in the following manner:

(i) at the direction of a Governmental Authority with jurisdiction over the Transmission Facilities in question, provided that the ISO and NTD shall be provided prior written notice of such changes;

(ii) as agreed between the ISO and NTD; or

(iii) where the operational characteristics of a transmission facility have been materially modified (including a change from a radial transmission facility to a looped transmission facility that contributes to the parallel carrying capability of the New England Transmission System) in accordance with Section 2.01(e); provided that any such changes shall also be subject to ISO review consistent with Section 2.06.

(e) All transmission facilities to be redesignated as NTD Category A Facilities, NTD Category B Facilities, or Local Area Facilities or deleted from the lists in Schedule 2.01(a) and Schedule 2.01(b) in accordance with Section 2.01(d)(iii), and all transmission facilities to be added to the lists in Schedule 2.01(a) and Schedule 2.01(b) in accordance with Section 2.02 shall be classified in accordance with the following standards:

(i) NTD Category A Facilities shall consist of: all transmission lines with a voltage level of 115 kV and above, except for those 115 kV transmission facilities specifically designated as NTD Category B Facilities in accordance with Section 2.01(e)(ii); all transmission interties between Control Areas; all transformers that have NTD Category A Facilities connected to the lower voltage side of the transformer; all transformers that require an NTD Category A Facility to be taken out of service when the transformer is taken out of service; and all breakers and disconnects connected to, and all shunts, relays, reclosing and associated equipment, dynamic reactive resources, FACTS controllers, special protection systems, PARS, and other equipment specifically installed to support the operation of such transmission lines, interties, and transformers.

(ii) NTD Category B Facilities shall consist of: all 115 kV radial transmission lines and all 69 kV transmission lines that are not interties between Control Areas; all transformers that have any NTD Category B Facilities and no NTD Category A Facilities connected to the lower voltage side of the transformer except to the extent such transformers are designated as NTD Category A Facilities in accordance with Section 2.01(e)(i); and all breakers and disconnects connected to, and all shunts, relays, reclosing and associated equipment, dynamic reactive resources, FACTS controllers, special protection systems, PARS, and other equipment specifically installed to support the operation of such NTD Category B Facilities.

(iii) NTD Local Area Facilities shall consist of all transmission facilities with a voltage level of less than 69 kV and all transformers that have no NTD Category A

Facilities or NTD Category B Facilities connected to the lower voltage side of the transformer.

(iv) To the extent there is any dispute between the ISO and NTD as owner of a transmission facility concerning classification of such transmission facility under these standards, such disagreement shall be subject to the dispute resolution provisions of this Agreement, provided that the ISO's classification of a transmission facility under the standards shall govern pending resolution of the dispute.

Collectively, all NTD Category A Facilities, NTD Category B Facilities, and NTD Local Area Facilities shall hereinafter be referred to as the "Transmission Facilities," provided that "Transmission Facilities" shall not include Excluded Assets as defined in Section 2.04 of this Agreement or Merchant Facilities. The ISO shall maintain on its OASIS a posting of the current versions of Schedule 2.01(a) and Schedule 2.01(b), in each instance, reflecting each such change promptly after such change is made.

(f) The classifications set forth in this Section 2.01 are for operational purposes. Rate treatment of Transmission Facilities shall be governed by the ISO OATT, provided that filings for rate treatment under the ISO OATT shall be subject to Section 3.04 of this Agreement.

2.02 **New and Acquired Transmission Facilities and Transmission Upgrades.**

(a) Any New Transmission Facility or Transmission Upgrade shall be considered a "Transmission Facility" under this Agreement once it is included as "Proposed" in the RSP Project List and, unless otherwise agreed by the ISO and NTD, shall thereafter be added to Schedule 2.01(a) and/or (b), as applicable.

(b) Any Merchant Facility interconnected to or within the New England Transmission System shall not be the subject of this Agreement. Any Merchant Facility interconnected to or within the New England Transmission System constructed and placed in commercial operation after the Operations Date shall be subject to the authority of the ISO under a separate agreement in accordance with Section 2.03 and any applicable provisions of the ISO OATT.

2.03 **Merchant Facilities.** The terms and conditions under which NTD, an Affiliate of NTD or any other entity grants authority over any Merchant Facilities to the ISO shall not be governed by this

Agreement, it being understood that NTD shall enter into operating agreements relating to its Merchant Facilities directly with the ISO in accordance with applicable provisions of the ISO OATT. Nothing in this Agreement is intended to limit or expand the right of NTD, the Affiliate of NTD, or any other entity to propose, construct, or own Merchant Facilities interconnected to the New England Transmission System. No Merchant Facility may become an Acquired Transmission Facility.

2.04 **Excluded Assets.** The "Excluded Assets" of NTD shall consist of those assets and/or facilities of NTD set forth in Section 2.04(a) and (b). These Excluded Assets are expressly excluded from the definition of Transmission Facilities under this Agreement, and the ISO shall not have Operating Authority over NTD's Excluded Assets. Nothing in this Section 2.04 is intended to address the rate treatment of the Transmission Facilities or any other asset of NTD. Rate treatment of Transmission Facilities shall be governed by the ISO OATT, provided that filings for rate treatment under the ISO OATT shall be subject to Section 3.04 of this Agreement:

(a) Excluded Assets are any assets, facilities, and/or portions of facilities owned by NTD that are connected with or associated with Transmission Facilities to the extent specifically excluded pursuant to the following items (i) through (vii) of this Section 2.04(a):

(i) proceeds from the use or disposition of Transmission Facilities;

(ii) any payment, refund or credit (1) relating to Taxes in respect of the Transmission Facilities, (2) arising under any contracts or tariffs of NTD and relating to services provided prior to the beginning of the Term, or (3) arising under any contract or tariff that provides for rates that are subject to regulation by an agency other than FERC.

(iii) any rights, ownership, title or interest NTD may have with respect to telecommunications assets and equipment, provided that the ISO shall continue to have the right to use such telecommunication assets and equipment attached to or associated with Transmission Facilities solely to the extent needed for the exercise of the ISO's Operating Authority and further provided that such use right shall not be assignable by the ISO;

(iv) any existing contracts or contract rights of NTD related in any manner to Transmission Facilities unless NTD agrees to assign or transfer such contracts to the ISO;

(v) any assets, property rights, licenses, permits or facilities that are used for or in (1) the distribution, generation, trading or marketing of electricity (except for facilities specifically defined as Transmission Facilities that are used for such activities), (2) gas transportation, gas, water, petroleum, chemical, real estate development, or cable business, or (3) any other activity unrelated to the transmission of electricity located on, or making use of, the Transmission Facilities;

(vi) any causes of action or claims related to Transmission Facilities, provided, that, upon the written agreement of NTD and the ISO to the assumption by the ISO of the management of such claims under mutually agreed terms and conditions, the ISO may manage NTD's causes of action or claims against a third party relating to such Transmission Facilities, and provided further that the ISO shall have the right to pursue causes of action or claims against third parties to the extent necessary for the ISO to fulfill its responsibilities for invoicing, collection and disbursement of customer payments in accordance with Section 3.10; and

(vii) any asset or facility for which Operating Authority may not be lawfully transferred or assigned.

(b) Excluded assets are any assets or facilities of NTD that are not specifically defined as Transmission Facilities, including without limitation the facilities or portions of facilities described in items (i) through (xii) of this Section 2.04(b):

(i) all cash, cash equivalents, bank deposits, accounts receivable, and any income, sales, payroll, property or other Tax receivables;

(ii) proceeds from the use or disposition of any facilities or assets owned by NTD;

(iii) certificates of deposit, shares of stock, securities, bonds, debentures, and evidences of indebtedness;

(iv) any rights or interest in trade names, trademarks, service marks, patents, copyrights, domain names or logos;

(v) any payment, refund or credit (1) relating to Taxes, (2) arising under any contracts or tariffs of NTD and relating to services provided prior to the beginning of the Term, or (3) arising under any contract or tariff that provides for rates that are subject to regulation by an agency other than FERC;

(vi) any facilities, including transmission facilities, located outside the New England Transmission System;

(vii) any rights, ownership, title or interest NTD may have with respect to telecommunications assets and equipment;

(viii) any existing contracts or contract rights of NTD unless NTD agrees to assign or transfer such contracts to the ISO;

(ix) any assets, property rights, licenses, permits or facilities that are used for or in (1) the distribution, generation, trading or marketing of electricity or (2) gas transportation, gas, water, petroleum, chemical, real estate development, or cable business, or (3) any other activity unrelated to the transmission of electricity whether or not located on, or making use of, the Transmission Facilities;

(x) any causes of action or claims;

(xi) any asset or facility for which Operating Authority may not be lawfully transferred or assigned; and

(xii) any interests of any kind in NTD's real property, provided that nothing in this Section 2.04 shall restrict NTD from conveying interests in real property in any future written agreement into which the ISO and NTD may, in their sole discretion, enter.

2.05 **Connection with Non-Parties.**

(a) NTD shall connect its Transmission Facilities (once placed in service) with the facilities of any entity that is not a Party, including the facilities of a current or proposed Transmission Customer, and shall install (or cause to be installed) and construct (or cause to be constructed) any transmission facilities required to connect the facilities of a non-Party to the Transmission Facilities to the extent such connection or construction is required by applicable law, including the Federal Power Act and any applicable regulations issued by FERC and provided that the construction of any such transmission facilities shall be subject to the conditions associated with NTD's obligation to build set forth in Schedule 3.09(a). Any such connection shall be subject further to: (1) the receipt of any necessary regulatory approvals, (2) compliance with the procedures set forth in the ISO OATT for review of the reliability and operational impacts of a proposed interconnection (including the procedures for interconnection of a Generating Unit under the Interconnection Standard); and (3) execution of an Interconnection Agreement with such entity containing provisions for the safe and reliable operation of each interconnection with respect to such entity's facilities in accordance with Good Utility Practice, applicable NERC/NPCC Requirements, and applicable Law (including the Federal Power Act); provided that

(i) Except as provided in 2.05(a)(ii) below, NTD shall engage in good faith negotiations as to the terms and conditions of such Interconnection Agreement with any such non-Party, but, except as may be required pursuant to regulations issued by FERC, NTD shall not be required to enter into any Interconnection Agreement containing terms and conditions unacceptable to NTD and shall reserve the right to resolve any disputes, and/or make any filings with FERC, with respect thereto.

(ii) With respect to the interconnection of a Large Generating Facility or a Small Generating Facility to any Transmission Facility, the Interconnection Agreement shall be a three-party agreement among NTD, the ISO, and the interconnecting non-Party based on the Schedule 22 Large Generator Interconnection Agreement or Schedule 23 Small Generator Interconnection Agreement, respectively, in the ISO OATT. With respect to the interconnection of other Generating Units to any Transmission Facility of NTD, the ISO shall be a party to Interconnection Agreements if and to the extent that FERC regulations require the ISO to be a party. Either the ISO or the PTOs (working with NTD as a party to the Disbursement Agreement), may propose amendments to the Schedule 22 Large Generator Interconnection Agreement or Schedule 23 Small Generator Interconnection Agreement under Section 205 of the Federal Power Act and shall include in such proposal the views of the ISO and NTD and PTOs, as applicable, provided that the standard applicable under Section 205 of the Federal Power Act shall apply only to the NTD and/or PTOs' position on any financial obligations of the PTOs and/or NTD (as applicable) or the interconnecting non-Party, and any provisions related to physical impacts of the interconnection on the Transmission Facilities or other assets. If NTD, the ISO and the interconnecting non-Party agree to the terms and conditions of a specific Large Generator Interconnection Agreement or Small Generator Interconnection Agreement, as applicable, or any amendments to such an Interconnection Agreement, then NTD and the ISO shall jointly file the executed Interconnection Agreement, or amendment thereto, with FERC under Section 205 of the Federal Power Act. To the extent NTD, the ISO and such interconnecting non-Party cannot agree to proposed variations from the Schedule 22 or 23 Interconnection Agreement applicable to a Large Generating Facility or Small Generating Facility, respectively, or cannot otherwise agree to the terms and conditions of the Interconnection Agreement, or any amendments to such an Interconnection Agreement, then NTD and the ISO shall jointly file an unexecuted Interconnection Agreement, or amendment thereto, with FERC 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 Interconnection Agreement related to the costs of upgrades to the Transmission Facilities, the anticipated schedule for the construction of such upgrades, any financial obligations of NTD, and any provisions related to physical impacts of the interconnection on the Transmission Facilities or other assets, then the standard applicable under Section 205 of the Federal Power Act shall apply only to NTD's position on such terms and conditions.

The costs of interconnection facilities shall be allocated in the manner specified in the ISO OATT.

(b) NTD shall also connect its Transmission Facilities (once placed in service) with the facilities of any entity that is not a Party upon satisfaction of the "Elective Transmission Upgrade" provisions of the ISO OATT, provided that NTD shall only connect the facilities of such entity (the "Elective Transmission Upgrade Applicant") upon satisfaction of the following conditions:

(i) The Elective Transmission Upgrade Applicant shall enter into an Interconnection Agreement with the affected PTO(s) and NTD and, to the extent necessary and appropriate, enter into support agreements with the affected PTO(s) and NTD, provided that the Elective Transmission Upgrade Applicant may request, upon providing the security, credit assurances, and/or deposits required by the affected PTO, the filing with the Commission by NTD and/or affected PTOs of unexecuted Interconnection Agreements and support agreements.

(ii) 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 NTD 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.

(iii) The Elective Transmission Upgrade Applicant shall be responsible for 100% of all of the costs of said upgrade and of any additions to or modifications of the Transmission Facilities 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 FERC in the appropriate proceeding.

2.06 **Review of Transmission Plans.** NTD shall submit to the ISO in such form, manner and detail as the ISO may reasonably prescribe: (i) any new or materially changed plans for retirements of or changes in the capacity of such Transmission Facilities rated 69 kV or above or plans for construction of New Transmission Facilities or Transmission Upgrades rated 69 kV or above; and (ii) any new or materially changed plan for any other action to be taken by NTD which may have a significant effect on the stability, reliability or operating characteristics of the Transmission Facilities, the facilities of any Transmission Owner, or the system of a Participant. The ISO shall provide notification of any such NTD submissions to the appropriate Technical Committee(s). Unless prior to the expiration of ninety (90) days, the ISO notifies NTD in writing that it has determined that implementation of the plan will have a significant adverse effect upon the reliability or operating characteristics of the Transmission Facilities, the facilities of any Transmission Owner, or the system of a Participant, NTD shall be free to proceed. If the ISO notifies NTD that implementation of such plan has been determined to have a significant adverse effect upon the reliability or operating characteristics of the Transmission Facilities, the facilities of any Transmission Owner, or the system of a Participant, NTD shall not proceed to implement such plan unless NTD takes such action or constructs such facilities as the ISO determines to be reasonably necessary to avoid such adverse effect.

2.07 **Condemnation.** If, at any time, any Governmental Authority commences any process to acquire any Transmission Facilities or any other interest in Transmission Facilities then held by NTD through condemnation or otherwise through the power of eminent domain, (i) NTD shall provide the ISO with written notice of such process, (ii) NTD shall, at its cost, direct any litigation or proceeding regarding such condemnation or eminent domain matter, (iii) NTD shall have the right to settle any such proceeding without the consent of the ISO, and (iv) any award in condemnation or eminent domain shall be paid to NTD without any claim to such award by the ISO.

ARTICLE III
OPERATING AUTHORITY

3.01 **Grant of Operating Authority.** Subject to the terms set forth in this Agreement, including Article III and Article X hereof, NTD hereby authorizes the ISO, through its officers, employees, consultants, independent contractors and other personnel, to exercise Operating Authority over the Transmission Facilities once they are placed in service, including provision of Transmission Service over the Transmission Facilities under the TOA and ISO OATT, and the ISO hereby agrees to assume and exercise Operating Authority over the Transmission Facilities in accordance with the TOA once they are placed in service. Coincident with the NTD's Transmission Facilities being placed in service or the acquisition of operational Transmission Facilities, the NTD shall execute the TOA pursuant to Section 10.05 hereof, list such Transmission Facilities under the TOA and, by doing so, authorize the ISO to exercise Operating Authority over such Transmission Facilities via the TOA.

3.02 **[reserved]**

3.03 **Transmission Services and OATT Administration.**

(a) The ISO shall administer the ISO OATT in the manner specified in this Section 3.03. The ISO's OATT administration responsibilities shall include those enumerated below:

(i) The ISO shall receive, post on OASIS as required by Commission regulations, and respond to requests by Large Generating Facilities and Small Generating Facilities to be interconnected under the ISO OATT, and all Transmission Service. Except as provided in Section 3.03(a)(ii), the ISO shall perform the system impact studies and facilities studies (and execute and administer agreements for such studies) in connection with such requests to the Administered Transmission System. Notwithstanding the foregoing, (A) the ISO shall consult with NTD prior to completion of system impact studies and facilities studies in connection with requests that affect the Transmission Facilities and distribution facilities and shall include in any such studies NTD's reasonable estimates of the costs of upgrades to the Transmission Facilities needed to implement the conclusions of such studies and NTD's reasonable anticipated schedule for the construction of such upgrades; (B) nothing in this Agreement shall preclude the ISO from entering into a separate agreement(s) with NTD for such studies, pursuant to the ISO's supervision and the ISO's authority to require modifications to such studies, to perform system impact studies and facilities studies; (C) except as provided in Section 3.03(a)(ii) with respect to interconnection of Generating Units that would not have an impact on facilities used for the provision of regional transmission service, nothing in this Agreement 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 the ISO OATT (including procedures governing the treatment of confidential information) and provided that such studies performed by any third party consultant must include NTD's reasonable estimates of the costs of upgrades to such Transmission Facilities needed to implement the conclusions of such studies and NTD's reasonable anticipated schedule for the construction of such upgrades; and (D) NTD shall, upon request by the ISO, conduct any necessary studies related to the Transmission Facilities, including system impact studies and facilities studies, and shall assist in the performance of any such studies, including the provision of information and data in accordance with Section 11.07 of this Agreement.

(ii) The ISO shall review applications for Transmission Service or requests for the interconnection of Large Generating Facilities and Small Generating Facilities to be interconnected to a Transmission Facility to determine whether the service or interconnection would have an impact on facilities used for the provision of regional transmission service. If so, and the interconnection is to a Transmission Facility, the ISO will perform a system impact study and facilities study, as necessary to address the impacts on facilities used for the provision of regional transmission service.

(iii) The ISO shall operate and maintain the OASIS (or a successor system) as required by FERC. NTD shall provide updates to the NTD-specific pages on the OASIS site, subject to the ISO's review of such updates. The ISO shall have the authority to direct any changes to such NTD-specific pages that it deems appropriate to conform to FERC requirements and the terms and conditions of the ISO OATT.

(b) Notwithstanding Section 3.03(a), retail load customers requesting to interconnect with the Transmission Facilities of NTD shall submit service requests to NTD. Such service requests submitted to the ISO shall be forwarded to NTD. NTD shall execute and administer the agreements, and shall be responsible for billing, collections, dispute resolution and the performance of system impact studies and facilities studies, in coordination with the ISO as necessary, in connection with such requests.

(c) Transmission Service Agreements. The ISO and NTD shall enter into all agreements for Transmission Service over the Transmission Facilities; provided that:

(i) A pro forma regional transmission service agreement (or service agreements) shall be attached to the ISO OATT and such pro forma service agreement(s) shall set forth the respective rights and responsibilities of the Transmission Customer, the ISO, the PTOs and NTD. The ISO shall have the authority, pursuant to Section 205 of the Federal Power Act, to amend the pro forma service agreement(s) or the Market Participant Service Agreement ("MPSA") or executed service agreements related to the terms and conditions of regional Transmission Service.

(ii) The ISO shall be responsible for filing with the FERC, or electronically reporting to the FERC as applicable, all new agreements for Transmission Service over the Transmission Facilities. In the event of any dispute between the ISO or NTD and a Transmission Customer concerning the terms and conditions of such service agreements, the ISO shall file an unexecuted copy of the pro forma service agreement set forth in the ISO OATT and shall include in such filing any statement provided by NTD, affected PTO(s) and the Transmission Customers concerning their respective positions on any proposed changes or additions to the pro forma service agreement.

3.04 **Application Authority.**

(a) NTD shall have the authority to submit filings under Section 205 of the Federal Power Act to establish and to revise (pursuant to an NTD rate schedule filed under Schedules 13, 14, or 14A, as applicable, of the ISO OATT):

(i) charges for costs permitted to be recovered under Sections 4.3, 4A, and 16 of Attachment K to the ISO OATT;

(ii) once its project is listed as "Proposed" in the RSP Project List, charges for the costs of Commission-approved construction work in process; and

(iii) once its project is listed as "Proposed" in the RSP Project List, any rates, charges, terms or conditions for transmission services that are based solely on the revenue requirements of the Transmission Facilities (including Transmission Facilities leased to NTD or to which NTD has contractual entitlements).

NTD shall not have the authority to revise such rates, terms and conditions in a manner that would abridge the rights granted to the ISO in Section 3.04(b). NTD shall provide written notification to the ISO and stakeholders of any filing described in sub-paragraph (i) through (iv), above, which notification shall include a detailed description of the filing, at least 30 days in advance of a filing. NTD shall consult with interested stakeholders upon request. NTD shall retain the right to modify aspects of any filing authorized by this Section 3.04(a) after it provides written notification to the ISO and stakeholders, and shall provide notification to the ISO and stakeholders of any material modification to such filings.

With respect to any filing described in sub-paragraph (iii) above, NTD shall include in any filing a statement that, in the good faith judgment of NTD, the proposal will not be inconsistent with the design of the New England Markets, as accepted or approved by FERC. In the event the ISO believes that a proposed filing described in sub-paragraph (iii) above, would have such an inconsistency, it shall so advise NTD and NTD and the ISO shall consult in good faith to resolve any ISO concerns, but, if such disagreement cannot be resolved, NTD may submit a filing under Section 205, provided that NTD's filing (including the transmittal letter for such filing) to FERC shall include any written statement provided by the ISO setting forth the basis for the ISO's concerns.

NTD shall consult with the ISO to determine whether the ISO will need to make any software modifications in order to implement any filing authorized by this Section 3.04(a) and when any needed software modifications could reasonably be expected to be implemented. NTD's filing to FERC (and the transmittal letter for such a filing) shall include any written statement provided by the ISO setting forth the basis for any software-related implementation concerns raised by the ISO. The ISO shall make Commercially Reasonable Efforts to implement any needed software modifications by the effective date accepted by the FERC for a filing authorized by this Section 3.04(a), provided that, if the ISO has exercised such Commercially Reasonable Efforts, a failure to implement needed software modifications by the FERC-accepted effective date shall not constitute an event of default by the ISO under this Agreement or subject the ISO to financial damages, and further provided that the ISO shall run retroactive settlements consistent with the FERC-accepted effective date for a filing authorized by this Section 3.04(a) once such software modifications have been implemented.

(b) The ISO has the authority to submit filings under Section 205 of the Federal Power Act as set forth in the TOA.

(c) NTD shall have no authority to submit a filing under Section 205 of the Federal Power Act to modify any provision of the ISO OATT that implements any of the items listed in Section 3.04(b) of the TOA.

3.05 **<u>The ISO's Responsibilities</u>.**

(a) In addition to its other obligations under this Agreement, in performing its obligations and responsibilities hereunder, and in accordance with Good Utility Practice, the ISO shall:

(i) maintain system reliability; and

(ii) in all material respects, act in accordance with applicable Laws and conform to, and implement, all applicable reliability criteria, policies, standards, rules, regulations, orders, license requirements and all other applicable NERC/NPCC Requirements, and other applicable reliability organizations' reliability rules, and all applicable requirements of federal or state laws or regulatory authorities.

(b) The ISO shall obtain and retain all necessary authorizations of FERC and other regulatory authorities to function as the New England RTO and shall possess the characteristics and perform the functions required for that purpose.

3.06 **<u>NTD's Responsibilities</u>.**

(a) NTD shall, in accordance with Good Utility Practice:

(i) collaborate with the ISO with respect to:

(A) the development of Rating Procedures,

(B) the establishment of ratings for New Transmission Facilities;

(C) the establishment of ratings for Acquired Transmission Facilities that do not have an existing rating; and

(D) the establishment of any changes to existing ratings for Transmission Facilities in effect as of the Operations Date.

To the extent there is any disagreement between the ISO and NTD concerning Rating Procedures or the rating of a Transmission Facility, such disagreement shall be the subject of good faith negotiations between NTD and the ISO, provided that (x) NTD's position concerning such Rating Procedures or Transmission Facility ratings shall govern until NTD and the ISO agree on a resolution to such disagreement; and (y) nothing in this Section 3.06(a)(iv) shall limit the rights of the ISO or of NTD to submit a filing under Section 206 of the Federal Power Act with respect to Transmission Facility ratings or Rating Procedures. During any collaboration or discussions concerning Transmission Facility ratings, NTD shall continue to provide the ISO with up-to-date ratings information in accordance with the applicable Rating Procedures.

(ii) cooperate with actions taken by PTOs' Local Control Centers with respect to the Transmission Facilities; and

(iii) in all material respects, comply with all applicable laws, regulations, orders and license requirements, and with all applicable requirements, and with all applicable NERC/NPCC Requirements, other applicable reliability organizations' local reliability rules, and all applicable requirements of federal or state laws or regulatory authorities.

3.07 **<u>Reserved Rights of NTD</u>.**

(a) Notwithstanding any other provision of this Agreement to the contrary, NTD shall retain all of the rights set forth in this Section 3.07; provided, however, that such rights shall be exercised in a manner consistent with applicable NERC/NPCC Requirements and applicable regulatory standards. This Section 3.07 is not intended to reduce or limit any other rights of NTD as a signatory to this Agreement or under the ISO OATT.

(i) Nothing in this Agreement shall restrict any rights: (A) of NTD if it is a party to a merger, acquisition or other restructuring transaction to make filings under Section 205 of the Federal Power Act with respect to NTD's reallocation or redistribution of revenues or the assignment of such NTD's rights or obligations, to the extent the Federal Power Act requires such filings; or (B) of NTD to terminate its participation in this Agreement pursuant to Article X of this Agreement.

(ii) Except as expressly provided in the grant of Operating Authority to the ISO, NTD retains all rights that it otherwise has incident to its ownership of, and legal and equitable title to, its assets, including its Transmission Facilities and all land and land rights, including the right to build, acquire, sell, lease, merge, dispose of, retire, use as security, or otherwise transfer or convey all or any part of its assets, subject to NTD's compliance with Section 2.06 of this Agreement. Subject to Article X, NTD may, directly or indirectly, by merger, sale, conveyance, consolidation, recapitalization, operation of law, or otherwise, transfer all or any portion of the Transmission Facilities subject to this Agreement but only if such transferee or successors shall agree in writing to be bound by terms of this Agreement.

(iii) NTD shall have the right to adopt and implement, consistent with Good Utility Practice, procedures and to take such actions it deems necessary to protect its facilities from physical damage or to prevent injury or damage to persons or property.

(iv) NTD retains the right to take whatever actions, consistent with Good Utility Practice, it deems necessary to fulfill its obligations under applicable Law.

(v) Nothing in this Agreement shall be construed as limiting in any way the rights of NTD to make any filing with any applicable state or local regulatory authority.

(vi) NTD shall have the right to retain one or more subcontractors to perform any or all of its obligations under this Agreement. The retention of a subcontractor pursuant to the terms of this Section 3.07 shall not relieve NTD of its primary liability for the performance of any of its obligations under this Agreement.

(b) Any and all other rights and responsibilities of NTD related to the ownership or operation of its Transmission Facilities not expressly assigned to the ISO under this Agreement will remain with NTD.

(c) Nothing in this Agreement shall be deemed to impair or infringe on any rights or obligations of NTD under the Federal Power Act and FERC's rules and regulations thereunder, provided that any such rights are not inconsistent with the express terms of this Agreement. Nothing contained in this Agreement shall be construed to limit in any way the right of NTD to take any position, including opposing positions, in any administrative or judicial proceeding or filing by NTD or the ISO, notwithstanding that such proceeding or filing may be undertaken or made, explicitly or implicitly, pursuant to this Agreement.

3.08 **[reserved]**

3.09 **[reserved]**

3.10 **<u>Invoicing, Collection and Disbursement of Payments</u>.**

(a) <u>Invoicing</u>. Except as provided in Section 3.10(a)(ii), the ISO will administer its current net settlement system, including invoicing of charges to Transmission Customers for Transmission Services on the Transmission Facilities as follows:

(i) The charges invoiced by the ISO on behalf of NTD shall include the following (each, an "<u>Invoiced Amount</u>"):

(A) all charges listed in NTD's Commission-accepted rate schedule under Schedules 13, 14, and 14A of the ISO OATT; and

(B) any and all rates, charges, fees and/or penalties under interconnection agreements which have been filed with and accepted by FERC, other than amounts billed directly by NTD pursuant to Section 3.10(a)(ii) below.

(ii) Payments relating to all services provided by NTD outside of Schedules 13, 14, and 14A that provide for payment to NTD, and any other payments shall be invoiced by NTD and shall not be invoiced by the ISO; provided that, notwithstanding the foregoing, NTD and the ISO may enter into separate agreements such that the ISO provides invoicing services for such payments.

(iii) The ISO shall remit or credit to NTD, consistent with the ISO Tariff and the net settlement system, any and all payments received or collected from Transmission Customers for Invoiced Amounts in accordance with this Agreement. NTD shall designate (and notify the ISO of the identity of) a single authorized individual to provide such directions to the ISO. This individual shall also respond to any ISO questions or requests for clarification concerning such directions; provided that the ISO shall be able to rely upon the direction of the designated individual unless and until it receives notification from NTD or from a Governmental Authority of reversal of such direction by any Governmental Authority with jurisdiction over this Agreement.

(b) The ISO's Collection Obligations and Application of Financial Assurances Policies. If a Transmission Customer defaults on any payment of any Invoiced Amount (the "Owed Amounts"), the ISO shall take all necessary actions to execute or call upon any Financial Assurances held by the ISO attributable to such Transmission Customer.

(c) No Pledge of Invoiced Amounts. The ISO shall not create, incur, assume or suffer to exist any lien, pledge, security interest or other change or encumbrance, or any other type of preferential arrangement (including a banker's right of set off) against any Invoiced Amounts, any accounts receivables representing Invoiced Amounts, the settlement account maintained by the ISO into which payments on Invoiced Amounts are made and from which remittances are made to NTD or any Financial Assurances.

3.11 **Subcontractors.** NTD acknowledges and agrees that, subject to the terms set forth herein, the ISO has the right to retain one or more subcontractors to perform any or all of its obligations under this Agreement. The retention of a subcontractor pursuant to the terms of this Section 3.11 shall not relieve the ISO of its primary liability for the performance of any of its obligations under this Agreement.

3.12 **No Impairment of the ISO's Other Legal Rights and Obligations.** Nothing in this Agreement shall be deemed to impair or infringe on any rights or obligations of the ISO under the Federal Power Act and FERC's rules and regulations thereunder, including the ISO's rights and obligations to submit filings to recover its administrative, capital, and other costs.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.01 **Representations and Warranties of NTD.** NTD represents and warrants to the ISO as follows:

(a) Organization. It is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Authorization. It has all requisite power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance by NTD of this Agreement have been duly authorized by all necessary and appropriate action on the part of NTD; and this Agreement has been duly and validly executed and delivered by NTD and constitutes the legal, valid and binding obligations of NTD, enforceable against NTD in accordance with its terms.

(c) No Breach. The execution, delivery and performance by NTD of this Agreement will not result in a breach of any terms, provisions or conditions of any agreement to which NTD is a party which breach has a reasonable likelihood of materially and adversely affecting NTD's performance under this Agreement.

4.02 **Representations and Warranties of the ISO.** The ISO represents and warrants to NTD as follows:

(a) Organization. It is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Authorization. It has all requisite power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance by the ISO of this Agreement have been duly authorized by all necessary and appropriate action on the part of the ISO; and this Agreement has been duly and validly executed and delivered by the ISO and constitutes the legal, valid and binding obligation of the ISO, enforceable against the ISO in accordance with its terms.

(c) No Breach. The execution, delivery and performance by the ISO of this Agreement will not result in a breach of any of the terms, provisions or conditions of any agreement to which the ISO is a party which breach has a reasonable likelihood of materially and adversely affecting the ISO's performance under this Agreement.

ARTICLE V
COVENANTS OF NTD

5.01 **Covenants of NTD.** NTD covenants and agrees that during (i) the Term, or (ii) the period expressly specified herein, as applicable, NTD shall comply with all covenants and provisions of this Article V, except to the extent the ISO waives such covenants or performance is excused pursuant to Section 11.11(b).

5.02 **[reserved]**

5.03 **Expenses.** Except to the extent specifically provided herein, all costs and expenses incurred by NTD in connection with the negotiation of this Agreement shall be borne by NTD; provided that nothing herein shall prevent NTD from recovering such expenses in accordance with applicable law.

5.04 **Consents and Approvals.**

(a) NTD shall exercise Commercially Reasonable Efforts to promptly prepare and file all necessary documentation to effect all necessary applications, notices, petitions, filings and other documents, and shall exercise Commercially Reasonable Efforts to obtain (and will cooperate with each other in obtaining) any consent, acquiescence, authorization, order or approval of, or any exemption or nonopposition by, any Governmental Authority required to be obtained or made by NTD in connection with this Agreement or the taking of any action contemplated by this Agreement.

(b) NTD shall exercise Commercially Reasonable Efforts to obtain consents of all other third parties necessary to the performance of this Agreement by NTD. NTD shall promptly notify the ISO of any failure to obtain any such consents and, if requested by the ISO, shall provide copies of all such consents obtained by NTD.

(c) Nothing in this Section 5.04 shall require NTD to pay any sums to a third party, including any Governmental Authority, excluding filing fees paid to any Governmental Authority in connection with a filing necessary or appropriate to further action.

5.05 **Notice and Cure.** NTD shall notify the ISO in writing of, and contemporaneously provide the ISO with true and complete copies of any and all information or documents relating to, any event, transaction or circumstance, as soon as practicable after it becomes Known to NTD, that causes or shall cause any covenant or agreement of NTD under this Agreement to be breached or that renders or shall render untrue any representation or warranty of NTD contained in this Agreement as if the same were made on or as of the date of such event, transaction or circumstance. NTD shall use all Commercially Reasonable Efforts to cure such event, transaction or circumstance as soon as practicable after it becomes Known to NTD. No notice given pursuant to this Section 5.05 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any condition contained herein or shall in any way limit the ISO's right to seek indemnity under Article IX.

ARTICLE VI
COVENANTS OF THE ISO

6.01 **Covenants of the ISO.** The ISO covenants and agrees that during (i) the Term, or (ii) the period expressly specified herein, as applicable, the ISO shall comply with all covenants and provisions of this Article VI, except to the extent the Parties consent in writing to a waiver of such covenants or performance is excused pursuant to Section 11.11(b).

6.02 **[reserved]**

6.03 **Expenses.** Except to the extent specifically provided herein, all costs and expenses incurred by the ISO in connection with the negotiation of this Agreement shall be borne by the ISO; provided that nothing herein shall prevent the ISO from recovering such expenses in accordance with applicable law.

6.04 **[reserved]**

6.05 **Notice and Cure.** The ISO shall notify NTD in writing of, and contemporaneously shall provide NTD with true and complete copies of any and all information or documents relating to, any event, transaction or circumstance, as soon as practicable after it becomes Known to the ISO, that causes or shall cause any covenant or agreement of the ISO under this Agreement to be breached or that renders or shall render untrue any representation or warranty of the ISO contained in this Agreement as if the same were made on or as of the date of such event, transaction or circumstance. The ISO shall use all Commercially Reasonable Efforts to cure such event, transaction or circumstance as soon as practicable after it becomes Known to the ISO. No notice given pursuant to this Section 6.05 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any condition contained herein or shall in any way limit any right of NTD to seek indemnity under Article IX.

ARTICLE VII
TAX MATTERS

7.01 **Responsibility for NTD Taxes.** NTD shall prepare and file all Tax Returns and other filings related to its Transmission Business and Transmission Facilities and pay any Tax liabilities related to its Transmission Business and Transmission Facilities. The ISO shall not be responsible for, or required to file, any Tax Returns or other reports for NTD and shall have no liability for any Taxes related to NTD's Transmission Business or Transmission Facilities. The ISO and NTD hereby agree that, for tax purposes, the Transmission Facilities shall be deemed to be owned by NTD.

7.02 **Responsibility for ISO Taxes.** The ISO shall prepare and file all Tax Returns and other filings related to its operations and pay any Tax liabilities related to its operations. NTD shall not be responsible for, or required to, file any Tax Returns or other reports for the ISO and shall have no liability for any Taxes related to the ISO's operations.

ARTICLE VIII
RELIANCE; SURVIVAL OF AGREEMENTS

8.01 **Reliance; Survival of Agreements.** Notwithstanding any right of any Party (whether or not exercised) to investigate the accuracy of any of the matters subject to indemnification by any other Party contained in this Agreement, each of the Parties has the right to rely fully upon the representations, warranties, covenants and agreements of the other Party contained in this Agreement. The provisions of Sections 11.01, 11.07, 11.11 and 11.15 and Articles VII and IX shall survive the termination of this

Agreement. With regard to Section 3.10 of this Agreement, the ISO will perform final billing consistent with Section 3.10 of this Agreement for all services provided until the Termination Date.

ARTICLE IX
INSURANCE; LIMITATION OF LIABILITIES

9.01 **Hold Harmless**. NTD will indemnify and hold harmless all affected PTOs from any and all liability (except for that stemming from an affected PTO's negligence, gross negligence or willful misconduct), resulting from the NTD's failure to timely complete (based on the milestone provisions contained in the ISO OATT) a Reliability Transmission Upgrade (as defined in the ISO OATT) that the NTD was chosen in the Regional System Plan to construct. As used herein, an "affected PTO" is one that would be subject to penalties assessed by NERC or FERC or adverse regulatory orders or monetary claims or damages due to the NTD's failure to timely complete the Reliability Transmission Upgrade.

9.02 – 9.04 **[Reserved]**

9.05 **Insurance.**

(a) NTD will maintain property insurance on its Transmission Facilities and liability insurance in accordance with good utility practice.

(b) All insurance required under this Section 9.05 by outside insurers shall be maintained with insurers qualified to insure the obligations or liabilities under this Agreement and having a Best's rating of at least B+ VIII (or an equivalent Best's rating from time to time of B+ VIII), or in the event that from time to time Best's ratings are no longer issued with respect to insurers, a comparable rating by a nationally recognized rating service or such other insurers as may be agreed upon by the Parties.

(c) Upon execution of this Agreement, and when requested thereafter, NTD shall furnish the ISO with certificates of all such insurance policies setting forth the amounts of coverage, policy numbers, and date of expiration for such insurance in conformity with the requirements of this Agreement.

9.06 **Liability.**

(a) Neither Party shall be liable to the other Party for any incidental, indirect, special, exemplary, punitive or consequential damages, including lost revenues or profits, even if such damages are foreseeable or the damaged Party has advised such Party of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy.

(b) Nothing in this Agreement shall be deemed to affect the right of the ISO to recover its costs due to liability under this Article IX through the ISO Participants Agreement or the ISO Administrative Tariff.

ARTICLE X
TERM; DEFAULT AND TERMINATION

10.01 **Term; Termination Date.**

(a) **Term.** Subject to the terms set forth in this Section 10.01, the term of this Agreement (the "Term") shall commence on the Effective Date and shall continue in force until terminated pursuant to Article X hereof. The date of such termination shall be referred to herein as the "Termination Date."

(b) **Termination by NTD.** NTD may terminate this Agreement:

(i) upon no less than 180 day's prior notice to the ISO; or

(ii) upon an ISO event of default in accordance with Section 10.03(a), provided that NTD shall exercise this right in accordance with Section 10.03(b)(i).

(c) **Termination By the ISO.** By notice to NTD, the ISO may terminate its obligations under this Agreement:

(i) upon the withdrawal of one or more PTOs from the Transmission Operating Agreement and the ISO has given notice to the PTOs that it is terminating the Transmission Operating Agreement pursuant to Section 10.01(c)(i) thereof;

(ii) if FERC issues an order putting into effect material changes in the liability and indemnification protections afforded to the ISO under this Agreement or the ISO Tariff;

(iii) if FERC issues an order putting into effect an amendment or modification of this Agreement that materially adversely affects the ISO's ability to carry out its responsibilities under this Agreement, unless the ISO has agreed to such changes in accordance with Section 11.04;

(iv) upon a NTD event of default in accordance with Section 10.04(a), provided that the ISO shall exercise this right in accordance with Section 10.04(b)(i); or

(v) if, within the period of ten years from the Effective Date, no NTD project has been listed by the ISO on the RSP Project List as "Proposed."

(d) Continuing Obligations. The withdrawing or terminating Party shall have the following continuing obligations following withdrawal from this Agreement: All financial obligations incurred and payments applicable to the time period prior to the Termination Date shall be honored by the terminating or withdrawing Party and the other Party in accordance with the terms of this Agreement, and each Party shall remain liable for all obligations arising hereunder prior to the Termination Date.

10.03 **[reserved]**

10.03 **Events of Default of the ISO.**

(a) Events of Default of the ISO. Subject to the terms and conditions of this Section 10.03, the occurrence of any of the following events shall constitute an event of default of the ISO under this Agreement:

(i) Failure by the ISO to perform any material obligation set forth in this Agreement and continuation of such failure for longer than thirty (30) days after the receipt by the ISO of written notice of such failure from NTD; provided, however, that if the ISO is diligently pursuing a remedy during such thirty (30) day period, said cure period shall be extended for an additional thirty (30) days or as otherwise agreed by NTD;

(ii) If there is a dispute between the ISO and NTD as to whether the ISO has failed to perform a material obligation, the cure period(s) provided in Section 10.03(a)(i) above shall run from the point at which a finding of failure to perform has been made by a Governmental Authority;

(iii) Any attempt (not including consideration of strategic options or entering into exploratory discussions) by the ISO to transfer an interest in, or assign its obligations under, this Agreement, except as otherwise permitted hereunder;

(iv) Failure of the ISO (if it has received the necessary corresponding funds from ISO customers) to pay when due any and all amounts payable to NTD by the ISO as part of the settlement process pursuant to Section 3.10 within three (3) Business Days;

(v) With respect to the ISO, (A) the filing of any petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws, (B) assignment by the ISO for the benefit of creditors; or (C) allowance by the ISO of the appointment of a receiver or trustee of all or a material part of its property if such receiver or trustee is not discharged within thirty (30) days after such appointment.

(b) Remedies for Default. If an event of default by the ISO occurs, NTD shall have the right to avail itself of any or all of the following remedies, all of which shall be cumulative and not exclusive:

(i) To terminate this Agreement in accordance with Section 10.01(b)(ii); provided that if the ISO contests such allegation of an ISO event of default, this Agreement shall remain in effect pending resolution of the dispute, but any applicable notice period shall run during the pendency of the dispute;

(ii) To demand that the ISO shall terminate any right of the ISO, immediately make arrangements for the orderly transfer of the ISO's invoicing and collection functions with respect to NTD and assist NTD or NTD's designee in resuming performance of the functions the later of 20 days from the date of making such demand or the start of the next billing cycle.

10.04 **Events of Default of NTD.**

(a) Events of Default of NTD. Subject to the terms and conditions of this Section 10.04, the occurrence of any of the events listed below shall constitute an event of default of NTD under this Agreement (in each instance, a "NTD Default"):

(i) Failure by NTD to perform any material obligation set forth in this Agreement and continuation of such failure for longer than thirty (30) days after the receipt by NTD of written notice of such failure from the ISO, provided, however, that if NTD is diligently pursuing a remedy during such thirty (30) day period, said cure period shall be extended for an additional thirty (30) days or as otherwise agreed by the ISO and NTD;

(ii) If there is a dispute between NTD and the ISO as to whether NTD has failed to perform a material obligation, the cure period(s) provided in Section 10.04(a)(i) above shall run from the point at which a finding of failure to perform has been made by a Governmental Authority; or

(iii) With respect to NTD, (A) the filing of any petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws, (B) assignment by NTD for the benefit of creditors; or (C) allowance by NTD of the appointment of a receiver or trustee of all or a material part of its property if such receiver or trustee is not discharged within thirty (30) days after such appointment.

(b) Remedies for Default. If an event of default by NTD occurs, the ISO shall have the following remedy: to terminate this Agreement in accordance with Section 10.01(c)(iv); provided that if NTD contests such allegation of an NTD event of default, this Agreement shall remain in effect pending resolution of the dispute, but any applicable notice period shall run during the pendency of the dispute.

10.05 **Transmission Operating Agreement and Disbursement Agreement; Registration.** On the date on which (1) any of the Transmission Facilities or a New Transmission Facility is placed into service or (2) NTD's acquisition of Acquired Transmission Facilities is consummated, whichever occurs earlier:

(a) NTD shall execute and deliver to the ISO a counterpart of the Transmission Operating Agreement as an Additional PTO (as defined therein). Upon such execution and delivery, this Agreement shall terminate automatically.

(b) NTD shall promptly execute a signature page for the Disbursement Agreement and deliver it to the parties thereto and shall become a party to the Disbursement Agreement.

(c) NTD shall register with NPCC as a Transmission Owner [and Transmission Service Provider][under discussion].

ARTICLE XI
MISCELLANEOUS

11.01 **Notices.** Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing and any such communication or notice shall become effective (a) upon personal delivery thereof, including by overnight mail or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of notice by facsimile, upon receipt thereof; provided that such transmission is promptly confirmed by either of the methods set forth in clauses (a) or (b) above, in each case addressed to the relevant party and copy party hereto at its address set forth in Schedule 11.01 or at such other address as such party or copy party may from time to time designate by written notice to the other party hereto; further provided that a notice given in connection with this Section 11.01 but received on a day other than a Business Day, or after business hours in the situs of receipt, will be deemed to be received on the next Business Day.

11.02 **Supersession of Prior Agreements.** With respect to the subject matter hereof, this Agreement (together with all schedules and exhibits attached hereto) constitutes the entire agreement and understanding among the Parties with respect to all subjects covered by this Agreement and supersedes all prior discussions, agreements and understandings among the Parties with respect to such matters.

11.03 **Waiver.** Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by a Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, shall be cumulative and not alternative.

11.04 **Amendment; Limitations on Modifications of Agreement.**

(a) This Agreement shall only be subject to modification or amendment by agreement of the Parties and the acceptance of any such amendment by FERC.

(b) In light of the foregoing, the Parties agree that they shall not rely to their detriment on any purported amendment, waiver or other modification of any rights under this Agreement unless the requirements of this Section 11.04 are satisfied and further agree not to assert equitable estoppel or any other equitable theory to prevent enforcement of this provision in any court of law or equity, arbitration or other proceeding.

11.05 **No Third Party Beneficiaries.** Except as provided in Article IX, it is not the intention of this Agreement or of the Parties to confer a third party beneficiary status or rights of action upon any Person or entity whatsoever other than the Parties and nothing contained herein, either express or implied, shall be construed to confer upon any Person or entity other than the Parties any rights of action or remedies either under this Agreement or in any manner whatsoever.

11.06 **No Assignment; Binding Effect.** Neither this Agreement nor any right, interest or obligation hereunder may be assigned by a Party, (including by operation of law) law (an "Assignment"), without the prior written consent of the other Party in its sole discretion and any attempt at Assignment in contravention of this Section 11.06 shall be void, provided, however, that NTD may assign its rights and interests hereunder as security in connection with any financing for the construction or operation of NTD's Transmission Facilities (a "Collateral Assignment") without prior written consents or approvals. NTD may assign or transfer any or all of its rights, interests and obligations hereunder upon the transfer of its assets through sale, reorganization, or other transfer, provided that:

(a) NTD's successors and assigns shall agree to be bound by the terms of this Agreement except that NTD's successors and assigns shall not be required to be bound by any obligations hereunder to the extent that NTD has agreed to retain such obligations; and

(b) notwithstanding (a), NTD shall assign or transfer to any new owner of Transmission Facilities subject to this Agreement all of the rights, responsibilities and obligations associated with the physical operation of such Transmission Facilities as well as all of the rights, responsibilities and obligations associated with the ISO's Operating Authority with respect to such Transmission Facilities, further provided that the new owner shall have the right to retain one or more subcontractors to perform any or all of its responsibilities or obligations under this Agreement.

Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective permitted successors and assigns. No Assignment shall be effective until NTD receives all required regulatory approvals for such Assignment.

11.07 **Further Assurances; Information Policy; Access to Records.**

(a) Each Party agrees, upon the other Party's request, to make Commercially Reasonable Efforts to execute and deliver such additional documents and instruments, provide information, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and of the transactions contemplated hereby.

(b) The ISO shall, upon NTD's request, make available to NTD any and all information within the ISO's custody or control that is necessary for NTD to perform its responsibilities and obligations or enforce its rights under this Agreement, provided that such information shall be made available to NTD only to the extent permitted under the ISO Information Policy and subject to any applicable restrictions in the ISO Information Policy, including provisions of the ISO Information Policy governing the confidential treatment of non-public information, and provided further that any NTD employee or employee of NTD's Local Control Center shall comply with such ISO Information Policy and any applicable standards of conduct to prevent the disclosure of such information to any unauthorized Person. Any dispute concerning what information is necessary for NTD to perform its responsibilities and obligations or enforce its right under this Agreement shall be subject to dispute resolution under Section 11.12 of this Agreement.

(c) NTD shall, upon the ISO's request, make available to the ISO any and all information within NTD's custody or control that is necessary for the ISO to perform its responsibilities and obligations or enforce its rights under this Agreement, provided that such information shall be shall be made available to the ISO only to the extent permitted under the ISO Information Policy and subject to any applicable restrictions in the ISO Information Policy, including provisions of the ISO Information Policy governing the confidential treatment of non-public information, and provided further that any ISO employee shall comply with such ISO Information Policy and any applicable standards of conduct to prevent the disclosure of such information to any unauthorized Person. Any dispute concerning what information is necessary for the ISO to perform its responsibilities and obligations or enforce its right under this Agreement shall be subject to dispute resolution under Section 11.12 of this Agreement.

(d) If, in order to properly prepare its Tax Returns, other documents or reports required to be filed with Governmental Authorities or its financial statements or to fulfill its obligations hereunder, it is necessary that the ISO or NTD be furnished with additional information, documents or records not referred to specifically in this Agreement, and such information, documents or records are in the possession or control of the other Party, the other Party shall use its best efforts to furnish or make available such information, documents or records (or copies thereof) at the ISO's or NTD's request, cost and expense. Any information obtained by the ISO or NTD in accordance with this paragraph shall be subject to any applicable provisions of the ISO Information Policy

(e) Notwithstanding anything to the contrary contained in this Section 11.07:

(i) no Party shall be obligated by this Section 11.07 to undertake studies or analyses that such Party would not otherwise be required to undertake or to incur costs outside the normal course of business to obtain information that is not in such Party's custody or control at the time a request for information is made pursuant to this Section 11.07;

(ii) if NTD and the ISO are in an adversarial relationship in litigation or arbitration (other than with respect to litigation or arbitration to enforce this Section 11.07), the furnishing of information, documents or records by the ISO or NTD in accordance with this Section 11.07 shall be subject to applicable rules relating to discovery;

(iii) no Party shall be compelled to provide any privileged and/or confidential documents or information that are attorney work product or subject to the attorney/client privilege; and

(iv) no Party shall be required to take any action that impairs or diminishes its rights under this Agreement or otherwise lessens the value of this Agreement to such Party.

11.08 **Business Day.** Notwithstanding anything herein to the contrary, if the date on which any payment is to be made pursuant to this Agreement is not a Business Day, the payment otherwise payable on such date shall be payable on the next succeeding Business Day with the same force and effect as if made on such scheduled date and, provided such payment is made on such succeeding Business Day, no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

11.09 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware including all matters of construction, validity and performance without regard to the conflicts-of-laws provisions thereof.

11.10 **Consent to Service of Process.** Each of the Parties hereby consents to service of process by registered mail, Federal Express or similar courier at the address to which notices to it are to be given, it being agreed that service in such manner shall constitute valid service upon such Party or its successors or assigns in connection with any such action or proceeding; provided, however, that nothing in this Section 11.10 shall affect the right of any Party or its successors and permitted assigns to serve legal process in any other manner permitted by applicable Law or affect the right of any such Party or its successors and assigns to bring any action or proceeding against the other Party or its property in the courts of other jurisdictions.

11.11 **Force Majeure.** A Party shall not be considered to be in default or breach under this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, except the obligation to pay any amount when due, in consequence of any act of God, labor disturbance, failure of contractors or suppliers of materials (not including as a result of non-payment), act of the public enemy or terrorists, war, invasion, insurrection, riot, fire, storm, flood, ice, explosion, breakage or accident to machinery or equipment or by any other cause or causes (not including a lack of funds or other financial causes) beyond such Party's reasonable control, including any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities. A Party claiming a force majeure event shall use reasonable diligence to remove the condition that prevents performance, except that the settlement of any labor disturbance shall be in the sole judgment of the affected Party.

11.12 **Dispute Resolution.** The Parties agree that any dispute arising under this Agreement shall be the subject of good-faith negotiations among the Parties and affected market participants, if any. Each Party and each affected market participant shall designate one or more representatives with the authority to negotiate the matter in dispute to participate in such negotiations. The Parties and affected market participants shall engage in such good-faith negotiations for a period of not less than 60 calendar days. Notwithstanding the foregoing, any dispute arising under this Agreement may be submitted to arbitration or any other form of alternative dispute resolution upon the agreement of the Parties and all affected market participants to participate in such an alternative dispute resolution process. Nothing in this Agreement shall, however, restrict a Party's right to file a complaint with FERC under the relevant provisions of the Federal Power Act.

11.13 **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) the court holding such provision to be illegal, invalid or unenforceable may in lieu of such provision add as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as it deems appropriate.

11.14 **Headings and Table of Contents.** The headings of the sections of this Agreement and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

11.15 **Liabilities; No Joint Venture.**

(a) The obligations and liabilities of the ISO and NTD arising out of or in connection with this Agreement shall be several, and not joint, and each Party shall be responsible for its own debts, including Taxes. No Party shall have the right or power to bind any other Party to any agreement without the prior written consent of such other Party. The Parties do not intend by this Agreement to create nor does this Agreement constitute a joint venture, association, partnership, corporation or an entity taxable as a corporation or otherwise. No express or implied term, provision or condition of this Agreement shall be deemed to constitute the parties as partners or joint venturers.

(b) To the extent any Party has claims against the other Party, such Party may only look to the assets of the other Party for the enforcement of such claims and may not seek to enforce any claims against the directors, members, officers, employees, affiliates, or agents of such other Party who, each Party acknowledges and agrees, have no liability, personal or otherwise, by reason of their status as directors, members, officers, employees, affiliates, or agents of that Party, with the exception of fraud or willful misconduct.

11.16 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties hereto agree that any document or signature delivered by facsimile transmission shall be deemed an original executed document for all purposes hereof.

11.17 **Effective Date.**

This Agreement shall become effective on the date of execution (the "Effective Date").

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the date written below.

For ISO New England Inc.

Name:______________________________________

Title:_______________________________________

Date:_______________________________________

For [NTD]

Name:______________________________________

Title:_______________________________________

Date:_______________________________________

Schedule 1.01

Schedule of Definitions

Acquired Transmission Facilities. Any transmission facility acquired within the New England Control Area by NTD after the Operations Date that meets the classification standards set forth in Section 2.02(a).

Additional Term. “Additional Term” shall have the meaning ascribed thereto in Section 10.01(a) of this Agreement.

Affiliate. Any person or entity which controls, is controlled by, or is under common control by another person or entity. For purposes of this definition, "control" shall mean the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct the management or policies of a person or entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

Agreement. This Operating Agreement between the ISO and NTD, as it may be amended from time to time.

Ancillary Service. Those services that are necessary to support the transmission of electric capacity and energy from resources to loads while maintaining reliable operation of the transmission system in accordance with Good Utility Practice.

Approved Outages. “Approved Outages” shall have the meaning ascribed thereto in Market Rule 1 of the ISO Tariff.

Best’s. The A.M. Best Company.

Business Day. Any day other than a Saturday or Sunday or an ISO holiday, as posted by the ISO on its website.

Commercially Reasonable Efforts. A level of effort which, in the exercise of prudent judgment in the light of facts or circumstances known or which should reasonably be known at the time a decision is made, can be expected by a reasonable person to accomplish the desired result in a manner consistent with Good Utility Practice and which takes the performing party's interests into consideration.

"Commercially Reasonable Efforts" will not be deemed to require a Person to undertake unreasonable measures or measures that have a significant adverse economic affect on such Person, including the payment of sums in excess of amounts that would be expended in the ordinary course of business for the accomplishment of the stated purpose.

<u>Commission</u>. The Federal Energy Regulatory Commission.

<u>Control Area</u>. An electric power system or combination of electric power systems, bounded by metering, to which a common automatic generation control scheme is applied in order to:

(a) 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);

(b) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and applicable NERC/NPCC Requirements; and

(d) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

<u>Coordination Agreement</u>. An agreement between the ISO and the operator(s) of one or more neighboring Control Areas addressing issues including interchange scheduling, operational arrangements, emergency procedures, energy for emergency and reliability needs, the exchange of information among Control Areas, and other aspects of the coordinated operation of the Control Areas.

<u>Disbursement Agreement</u>. The Rate Design and Funds Disbursement Agreement among the PTOs, as amended and restated from time to time.

<u>Effective Date</u>. “Effective Date” shall have the meaning ascribed thereto in Section 11.18(a) of this Agreement.

Elective Transmission Upgrade. A Transmission Upgrade constructed by any Person which is not required to be constructed pursuant to any applicable requirement of this Agreement, but which may be subject to applicable requirements set forth in the ISO OATT and this Agreement.

Elective Transmission Upgrade Applicant. "Elective Transmission Upgrade Applicant" shall have the meaning ascribed thereto in Section 2.05 of this Agreement.

Environment. Soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins, and wetlands), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, and any other environmental medium or natural resource.

Environmental Damages. "Environmental Damages" shall mean any cost, damages, expense, liability, obligation or other responsibility arising from or under Environmental Law consisting of or relating to:

(a) any environmental matters or conditions (including on-site or off-site contamination, occupational safety and health, and regulation of chemical substances or products);

(b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law;

(c) financial responsibility under Environmental Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment or other remediation or response actions ("Cleanup") required by applicable Environmental Law (whether or not such Cleanup has been required or requested by any Governmental Authority or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective, investigative, or remedial measures required under Environmental Law.

Environmental Laws. Any Law now or hereafter in effect and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of the Environment, health or safety or to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

Excluded Assets. "Excluded Assets" shall have the meaning ascribed thereto in Section 2.04 of this Agreement.

Existing Operating Procedures. "Existing Operating Procedures" shall have the meaning ascribed thereto in Section 3.02(d) of this Agreement.

External Transactions. Interchange transactions between the New England Transmission System and neighboring Control Areas.

FACTS. Flexible AC Transmission Systems.

FERC. The Federal Energy Regulatory Commission.

Final Order. An order issued by a Governmental Authority in a proceeding after all opportunities for rehearing are exhausted (whether or not any appeal thereof is pending) that has not been revised, stayed, enjoined, set aside, annulled or suspended, with respect to which any required waiting period has expired, and as to which all conditions to effectiveness prescribed therein or otherwise by law, regulation or order have been satisfied.

Financial Assurances. "Financial Assurances" shall have the meaning ascribed thereto in Section 3.10(b) of this Agreement.

FPA. The Federal Power Act.

FTR. A Financial Transmission Right, as defined in the ISO OATT.

Generally Accepted Accounting Principles. The widely accepted set of rules, conventions, standards, and procedures for reporting financial information, as established by the Financial Accounting Standards Board.

Generating Unit. A device for the production of electricity.

Good Utility Practice. 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.

Governmental Authority. The government of any nation, state or other political subdivision thereof, including any entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government, not including NTD or the ISO.

Hazardous Materials. Any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

Indemnifiable Loss. "Indemnifiable Loss" shall have the meaning ascribed thereto in Section 9.01(a)(i) of this Agreement.

Indemnifying Party. "Indemnifying Party" shall have the meaning ascribed thereto in Section 9.02 of this Agreement.

Indemnitee. "Indemnitee" shall have the meaning ascribed thereto in Section 9.02 of this Agreement.

Interconnection Agreement. An agreement or agreements for the interconnection of any entity to the Transmission Facilities of NTD.

Interconnection Standard. The applicable interconnection standards set forth in the ISO OATT.

Invoiced Amount. "Invoiced Amount" shall have the meaning ascribed thereto in Section 3.10(a)(i) of the Agreement.

ISO. ISO New England Inc., the RTO for New England authorized by the Federal Energy Regulatory Commission to exercise the functions required pursuant to FERC's Order No. 2000 and FERC's corresponding regulations.

ISO Control Center. The primary control center established by the ISO for the exercise of its Operating Authority and the performance of functions as an RTO.

ISO Information Policy. The information policy set forth in the ISO OATT.

ISO-NE. ISO New England Inc.

ISO OATT. The ISO Open Access Transmission Tariff, as in effect from time to time.

ISO Participants Agreement. The agreement among the ISO and stakeholder participants addressing, inter alia, the stakeholder process for the ISO.

ISO Planning Process. The process set forth in the ISO OATT, for the coordinated planning and expansion of the New England Transmission System with provision for the participation of all state regulatory authorities with jurisdiction over retail rates in the ISO region acceptable to those authorities, which process shall be subject to certain terms and conditions set forth in Schedule 3.09(a).

ISO System Plan. The "Regional System Plan" as defined in the ISO OATT.

ISO Tariff. The ISO Transmission, Markets and Services Tariff, as amended from time to time, on file with FERC.

Large Generating Facility. "Large Generating Facility" shall have the meaning ascribed thereto in the ISO OATT.

Law. Any federal, state, local or foreign statute, law, ordinance, regulation, rule, code, order, other requirement or rule of law.

Load Shedding. The systematic reduction of system demand by temporarily decreasing load.

Market Monitoring Unit. Any market monitoring unit established by the ISO, including any internal market monitoring unit of the ISO and any independent market monitoring unit of the ISO.

Market Participant Service Agreement. The agreement among the ISO and market participants addressing, inter alia, the requirements for participating in the New England Markets.

Market Rules. The rules describing how the New England Markets are administered.

Merchant Facility. A transmission facility constructed by an entity that assumes all market risks associated with the recovery of costs for the facility and whose costs are not recovered through traditional cost-of-service based rates, but instead are recovered either through negotiated agreements with customers or through market revenues.

NTD Category A Facilities. Those transmission facilities listed in Schedule 2.01(a) of the Agreement, as that list may be modified from time to time in accordance with the terms of this Agreement.

NTD Category B Facilities. Those transmission facilities listed in Schedule 2.01(b) of the Agreement, as that list may be modified from time to time in accordance with the terms of this Agreement.

NTD Local Area Facilities. "Local Area Facilities" shall have the meaning ascribed thereto in Section 2.01 of this Agreement.

NTD Local Restoration Plan. The restoration plan developed by NTD with respect to the Transmission Facilities.

NERC. The North American Electric Reliability Corporation.

NERC/NPCC Requirements. NPCC criteria, guides, and procedures, NERC reliability standards, and NERC operating policies and planning standards (until such time as they are replaced by NERC reliability standards) and any successor documents.

New England Control Area. The Control Area consisting of the interconnected electric power system or combination of electric power systems in the geographic region consisting of Vermont, New Hampshire, Maine, Massachusetts, Connecticut and Rhode Island.

New England Markets. Markets or programs (including congestion pricing and design and implementation of FTRs) for the purchase of energy, capacity, ancillary services, demand response services or other related products or services that are offered in the New England Control Area and that are administered by the ISO pursuant to rules, rates, or agreements on file from time to time with the Commission.

New England Transmission System. The system comprised of the transmission facilities over which the ISO has operational jurisdiction, including the Transmission Facilities of NTD and the PTOs and the transmission system of any ITC formed pursuant to Attachment M to the ISO OATT.

New Transmission Facility. Any new transmission facility constructed within the New England Transmission System that is owned by NTD and that goes into commercial operation after the Effective Date. For the avoidance of doubt, in the case of a high-voltage, direct-current system, a New Transmission Facility shall include the transmission cable and the AC/DC converter stations as a single project.

Non-PTF. "Non-PTF" shall have the meaning ascribed thereto in the ISO OATT.

NPCC. The Northeast Power Coordinating Council.

OASIS. The Open Access Same-Time Information System of the ISO.

Operating Authority. "Operating Authority" shall have the meaning ascribed thereto in the TOA.

Operating Limits. The transfer limits for a transmission interface or generation facility.

Operating Procedures. The operating manuals, procedures, and protocols relating to the exercise of Operating Authority over the Transmission Facilities, as such manuals, procedures, and protocols may be modified from time to time in accordance with this Agreement.

Order 2000. FERC's Order No. 2000, *i.e.*, *Regional Transmission Organizations*, Order No. 2000, 65 Fed. Reg. 809 (January 6, 2000), FERC Stats. & Regs. ¶31,089 (1999), *order on reh'g*, Order No. 2000-A, 65 Fed. Reg. 12,088 (March 8, 2000), FERC Stats. & Regs. ¶31,092 (2000), *petitions for review dismissed sub nom.*, Public Utility District No. 1 of Snohomish County, Washington v. FERC, 272 F.3d 607 . (D.C. Cir. 2001).

Owed Amounts. "Owed Amounts" shall have the meaning ascribed thereto in Section 3.10(c) of this Agreement.

PARS. Phase angle regulators.

Participant. A participant in the New England Markets, Transmission Customer, or other entity that has entered into the ISO Participants Agreement.

Participants Committee. "Participants Committee" shall mean the stakeholder participants committee established pursuant to the ISO Participants Agreement.

Party or Parties. A "Party" shall mean the ISO or NTD, as the context requires. "Parties" shall mean NTD and the ISO.

Person. An individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, government or any department or agency thereof, or any other entity.

Planned Outages. "Planned Outages" shall have the meaning ascribed thereto in Market Rule 1 of the ISO Tariff.

Planning Procedures. The manuals, procedures and protocols for planning and expansion of the New England Transmission System, as such manuals, procedures, and protocols may be modified from time to time in accordance with this Agreement.

Prime Rate. The interest rate that commercial banks charge their most creditworthy borrowers, as published in the most recent Wall Street Journal in its "Monday Rates" column.

PTF. "PTF" shall have the meaning ascribed thereto in the ISO OATT.

PTO or Participating Transmission Owner. "PTO" shall have the meaning ascribed thereto in the opening paragraph of the TOA. "Participating Transmission Owner" shall have the same meaning as "PTO."

Rating Procedures. "Rating Procedures" shall have the meaning ascribed thereto in Section 3.02(d) of this Agreement.

Regulation and Frequency Response Service. An Ancillary Service as defined in the ISO OATT.

Reliability Authority. "Reliability Authority" shall have the meaning established by NERC, as such definition may change from time to time, provided such definition of Reliability Authority shall not be inconsistent with the specific rights and responsibilities of the ISO and the PTOs under this Agreement.

Restoration Plans. The System Restoration Plan, all PTO Local Restoration Plans and the NTD Local Restoration Plan.

RSP Project List. "RSP Project List" shall have the meaning ascribed thereto in the ISO OATT.

RTO. An independent entity that complies with Order No. 2000 and FERC's corresponding regulations (or an entity that complies with all such requirements except for the scope and regional configuration requirements), as determined by the FERC.

Schedule 22 Large Generator Interconnection Agreement. The interconnection agreement included in Schedule 22 of the ISO OATT.

Schedule 23 Small Generator Interconnection Agreement. The interconnection agreement included in Schedule 23 of the ISO OATT.

Scheduled Outages. "Scheduled Outages" shall have the meaning ascribed thereto in Market Rule 1 of the ISO Tariff.

Small Generating Facility. "Small Generating Facility" shall have the meaning ascribed thereto in the ISO OATT.

System Failure. Widespread telecommunication, hardware or software failure or systemic the ISO hardware or software failures that makes it impossible to receive or process bid information, dispatch resources, or exercise Operating Authority over the Transmission Facilities.

Tax or Taxes. All taxes, charges, fees, levies, penalties or other assessments imposed by any United States federal, state or local or foreign taxing authority, including, but not limited to, income, excise, property, sales, transfer, franchise, payroll, withholding, social security or other taxes, including any interest, penalties or additions attributable thereto.

Tax Return. Any return, report, information return, or other document (including any related or supporting information) required to be supplied to any authority with respect to Taxes.

Technical Committees. "Technical Committee" shall mean the stakeholder technical committees established pursuant to the ISO Participants Agreement.

Term. "Term" shall have the meaning ascribed thereto in Section 10.01 of this Agreement.

Third Party. "Third Party" shall have the meaning ascribed thereto in Section 9.01(a) of this Agreement.

Termination Date. "Termination Date" shall have the meaning ascribed thereto in Section 10.01(a) of this Agreement.

TOA. The Transmission Operating Agreement entered into by the ISO and the PTOs, effective February 1, 2005, as it may be amended from time to time.

Transmission Business. The business activities of each PTO related to the ownership, operation and maintenance of its Transmission Facilities.

Transmission Customer. Any entity taking Transmission Service under the ISO OATT.

Transmission Facilities. "Transmission Facilities" shall have the meaning ascribed thereto in Sections 2.01 and 2.02 of this Agreement.

Transmission Owner. "Transmission Owner" shall have the meaning ascribed thereto in the ISO OATT.

Transmission Provider. The ISO, in its capacity as the provider of transmission services over the Transmission Facilities of the PTOs in accordance with FERC's Order No. 2000 and FERC's RTO regulations.

Transmission Service. The non-discriminatory, open access, wholesale transmission services provided to customers by the ISO in accordance with the ISO OATT.

Transmission Upgrade. Any upgrade to an existing Transmission Facility owned by NTD that goes into commercial operation after the Effective Date.

VAR. Volt-Amps Reactive.

Schedule 2.01(a)

Schedule 2.01(b)

Schedule 11.01

NOTICES

ISO New England Inc.

President and Chief Executive Officer
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040
Telephone: (413) 535-4000
Facsimile: 413-535-4379

General Counsel
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040
Telephone: (413) 535-4000
Facsimile: (413) 535-4379

[NTD]

[Name
Address
Phone:
Fax:]

ATTACHMENT P

SELECTED QUALIFIED TRANSMISSION PROJECT SPONSOR AGREEMENT

Between

ISO NEW ENGLAND INC.

And

____

This Selected Qualified Transmission Project Sponsor Agreement, including the Schedules attached hereto and incorporated herein (collectively, "Agreement") is made and entered into as of the Effective Date between ISO New England Inc. ("ISO-NE" or "the ISO"), and ____________________ ("Selected QTPS"), referred to herein individually as "Party" and collectively as "the Parties."

RECITALS

WHEREAS, in accordance with FERC Order No. 1000 or Attachment K of the ISO-NE Open Access Transmission Tariff ("OATT"), ISO-NE selects the preferred Phase or Stage Two Solution or Longer-Term Transmission Solution for inclusion in the in the Regional System Plan ("RSP") and/or its Project List;

WHEREAS, the Selected QTPS is a Qualified Transmission Project Sponsor pursuant to Section 4B of Attachment K of the OATT;

WHEREAS, the Selected QTPS has executed the [Transmission Operating Agreement] [Non-Incumbent Developer Transmission Operating Agreement];

WHEREAS, pursuant to Sections 4.3(j), 4A.9(a), or 16 of Attachment K of the OATT, ISO-NE notified the Selected QTPS that its project has been selected for development;

WHEREAS, pursuant to Sections 4.3(k), 4A.9(b), or 16 of Attachment K of the OATT, by executing this Agreement the Selected QTPS accepts responsibility to proceed with the Project, and therefore has the obligation to construct the Project; and

NOW, THEREFORE, in consideration of the promises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Selected QTPS and the ISO-NE agree as follows:

1.0 Defined Terms

All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Tariff or in definitions either in the body of this Agreement or its attached Schedules. In the event of any conflict between defined terms set forth in Section I of the Tariff or defined terms in this Agreement, including the Schedules, such conflict will be resolved in favor of the terms as defined in this Agreement.

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.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Selected Qualified Transmission Project Sponsor Agreement.

Breaching Party shall mean a Party that is in Breach of the Selected Qualified Transmission Project Sponsor Agreement.

Commercially Reasonable Efforts shall mean a level of effort which, in the exercise of prudent judgment in the light of facts or circumstances known or which should reasonably be known at the time a decision is made, can be expected by a reasonable person to accomplish the desired result in a manner consistent with Good Utility Practice and which takes the performing party's interests into consideration.

Component In-Service shall mean that a portion (component) of the Project has been placed in commercial operation.

Component In-Service Date shall mean the date that a portion (component) of the Project is placed In-Service.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 8 of the Selected Qualified Transmission Project Sponsor Agreement.

Governmental Authority shall mean the government of any nation, state or other political subdivision thereof, including any entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government.

In-Service shall mean that the Project has been placed in commercial operation.

In-Service Date shall mean the date the Project is placed In-Service.

Project shall mean the Market Efficiency Transmission Upgrade, Reliability Transmission, Public Policy Upgrade, or Longer-Term Transmission Upgrade included in the Regional System Plan and/or the ISO-NE Project List described in Schedule A of this Agreement.

Required Project In-Service Date is the date the Project is required to: (i) be completed in accordance with the Scope of Work in Schedule A of this Agreement, (ii) is placed In-Service; and; (iii) be under ISO-NE operational dispatch.

Tariff consists of the ISO New England Inc. Transmission, Markets, and Services Tariff.

Article 2 - Effective Date and Term

2.0 Effective Date

This Agreement shall become effective on the date the Agreement has been executed by all Parties, or if this Agreement is required to be filed with FERC for acceptance, upon the date specified by FERC.

2.1 Term

This Agreement shall continue in full force and effect from the Effective Date until: (i) the Selected QTPS has executed the TOA; and (ii) the Project (a) has been completed in accordance with the terms and conditions of this Agreement and (b) meets all relevant required planning criteria, or (iii) the Agreement is terminated pursuant to Article 6 of this Agreement.

Article 3 - Project Construction

3.0 Construction of Project by Selected QTPS

Selected QTPS shall design, engineer, procure, install and construct the Project, including any modifications thereto, in accordance with: (i) the terms of this Agreement, including but not limited to the Scope of Work in Schedule A and the Development Schedule in Schedule B; (ii) applicable reliability principles, guidelines, and standards of the Northeast Power Coordinating Council and the North American Electric Reliability Corporation; (iii) the ISO New England Operating Documents; and (iv) Good Utility Practice. Nothing contained herein shall modify PTOs' rights under the TOA to construct and own upgrades to its existing and affected substation or facilities.

3.1 Milestones

3.1.0 Milestone Dates

Selected QTPS shall meet the milestone dates set forth in the Development Schedule in Schedule B of this Agreement. Milestone dates set forth in Schedule B only may be extended by ISO-NE in writing. ISO-NE reasonably may extend any such milestone date, in the event of delays not caused by the Selected QTPS that could not be remedied by the Selected QTPS through the exercise of due diligence if a corporate officer of the Selected QTPS submits a revised Development Schedule containing revised milestones and showing the Project in full operation no later than the Required Project In-Service Date specified in Schedule B of this Agreement.

3.2 Applicable Technical Requirements and Standards

At the point of interconnection, the applicable technical requirements and standards of the Participating Transmission Owner(s) ("PTO")) to whose facilities the Project will interconnect shall apply to the design, engineering, procurement, construction and installation of the Project. The remaining portion of the Project shall meet applicable industry standards and Good Utility Practice. At a minimum, all new facilities should comply with the current National Electric Safety Code.

3.3 Project Modification

3.3.0 Project Modification

The Scope of Work and Development Schedules (Schedules A and B, respectively), including the milestones therein, may be revised, as required through written consent by the parties. Such modifications may include alterations as necessary and directed by ISO-NE such as modifications resulting from the I.3.9 process or to meet the system condition for which the Project was included in the Regional System Plan.

3.3.1 Consent of ISO-NE to Project Modifications

Selected QTPS may not modify the Project without prior written consent of ISO-NE.

3.4 Project Status Reports

Selected QTPS shall submit to ISO-NE quarterly construction status reports in writing. The reports shall contain, but not be limited to, updates and information related to: (i) current engineering and construction status of the Project; (ii) Project completion percentage, including milestone completion; (iii) current target Project or phase completion date(s); (iv) applicable outage information; and (v) cost expenditures to date and revised projected cost estimates for completion of the Project.

3.5 Exclusive Responsibility of Selected QTPS

Selected QTPS shall be solely responsible for all planning, design, engineering, procurement, construction, installation, management, operations, safety, and compliance with Applicable Laws and Regulations associated with the Project. ISO-NE shall have no responsibility to manage, supervise, or ensure compliance or adequacy of same.

Article 4 – Subcontractor Insurance

4.0 Subcontractor Insurance

In accordance with Good Utility Practice, Selected QTPS shall require each of its subcontractors to maintain and, upon request, provide Selected QTPS evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding and hiring of contractors or subcontractors shall be the Selected QTPS's discretion, but regardless of bonding or the existence or non-existence of insurance, the Selected QTPS shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

Article 5 – Default and Force Majeure

5.0 Events of Default

(a) Subject to the terms and conditions of this Section 5.0, the occurrence of any of the following events shall constitute an event of default of a Party under this Agreement:

(i) Failure by a Party to perform any material obligation set forth in this Agreement, and continuation of such failure for longer than thirty (30) days after the receipt by the non-breaching Party of written notice of such failure; provided, however, that if the breaching Party is diligently pursuing a remedy during such thirty (30) day period, said cure period shall be extended for an additional thirty (30) days or as otherwise agreed by the Parties, provided that such extension ensures that the Project meets the Required Project In-Service Date.

(ii) Failure to perform a material obligation set forth in this Agreement shall include but not be limited to:

a. Any breach of a representation, warranty, or covenant made in this Agreement;
b. Failure to meet a milestone or milestone date set forth in the Development Schedule in Schedule B of this Agreement, or as extended in writing as described in Sections 3.1.0 and 3.3.0 of this Agreement;
c. Assignment of this Agreement in a manner inconsistent with the terms of this Agreement; or
d. Failure of any Party to provide information or data required to be provided to another Party under this Agreement for such other Party to satisfy its obligations under this Agreement.
e. If there is a dispute between the Parties as to whether a Party has failed to perform a material obligation, the cure period(s) provided in Section 5.0(a)(i) above shall run from the point at which a finding of failure to perform has been made by a Governmental Authority.
f. With respect to either Party, (A) the filing of any petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily

taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws, (B) assignment by either Party for the benefit of creditors; or (C) allowance by either Party of the appointment of a receiver or trustee of all or a material part of its property if such receiver or trustee is not discharged within thirty (30) days after such appointment.

5.1 Remedies

Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (ii) suspend performance hereunder; and (iii) exercise such other rights and remedies as it may have in equity or at law. Nothing in this Section 5.1 is intended in any way to affect the rights of a third-party to seek any remedy it may have in equity or at law from the Selected QTPS resulting from Selected QTPS's Default of this Agreement.

5.2 Waiver

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement, or to exercise its rights with respect to a Breach or Default under this Agreement or with regard to any other matters arising in connection with this Agreement will not be deemed a waiver or continuing waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of any obligation, right, or duty under this Agreement must be in writing.

5.3 Force Majeure

A Party shall not be considered to be in Default or Breach under this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, except the obligation to pay any amount when due, in consequence of any act of God, labor disturbance, failure of contractors or suppliers of materials (not including as a result of non-payment), act of the public enemy or terrorists, war, invasion, insurrection, riot, fire, storm, flood, ice, explosion, breakage or accident to machinery or equipment or by any other cause or causes (not including a lack of funds or other financial causes) beyond such Party's reasonable control, including any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities. A Party claiming a force majeure event shall use reasonable diligence to remove the condition that prevents performance, except that the settlement of any labor disturbance shall be in the sole judgment of the affected Party.

Article 6 - Termination

6.0 Termination by ISO-NE

In the event that: (i) ISO-NE determines to remove the Project from the RSP; (ii) ISO-NE otherwise determines that the identified need has changed or been eliminated therefore the Project is no longer required to address the specific need for which the Project was included in the RSP; or (iii) a force majeure or other event outside of the Selected QTPS's control that, with the exercise of reasonable efforts, Selected QTPS cannot alleviate and which prevents the Selected QTPS from satisfying its obligations under this Agreement; or (iv) the Parties fail to agree to modifications under Section 3.3.0; or (v) one or more of the Selected QTPSs for the Project is failing to pursue approvals or construction in a reasonably diligent fashion, or that one or more of the Selected QTPSs is unable to proceed with the project due to forces beyond its reasonable control, ISO-NE may terminate this Agreement by providing written notice of termination to Selected QTPS. The termination shall become effective upon the date the Selected QTPS receives such notice, except as otherwise provided in Section 6.2.

ISO-NE shall also terminate this Agreement following written communication from NESCOE requesting that ISO-NE remove a Longer-Term Transmission Upgrade from the RSP.

6.1 Termination by Default

This Agreement shall terminate in the event a Party is in Default of this Agreement in accordance with Section 5.0 of this Agreement and the ISO shall take action in accordance with Sections 4.3(l), 4A.9(c), or 16 of Attachment K.

6.2 Filing at FERC

If, pursuant to FERC regulations, the termination of this agreement is required to be filed with FERC, such termination shall be effective upon the date established by FERC. ISO-NE shall report any termination of this Agreement in its Electric Quarterly Report.

Article 7 – Indemnity and Limitation of Liability

7.0 Hold Harmless

Each Selected QTPS will indemnify and hold harmless all other Selected QTPSs, affected PTOs and ISO-NE and its directors, managers, members, shareholders, officers and employees from any and all liability (except for that stemming from the other Selected QTPS(s), the ISO-NE or an affected PTO's negligence, gross negligence or willful misconduct), resulting from the Selected QTPS's failure to timely complete the Project. As used herein, the "other Selected QTPS" is a Selected QTPS whose Phase Two Solution is part of the group that solves all needs identified in the request for proposal and an "affected PTO" is one that would be subject to penalties assessed by NERC or FERC or adverse regulatory orders or monetary claims or damages due to the Selected QTPS's failure to timely complete the Project.

7.1 Liability

(a) Neither Party shall be liable to the other Party for any incidental, indirect, special, exemplary, punitive or consequential damages, including lost revenues or profits, even if such damages are foreseeable or the damaged Party has advised such Party of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy.

(b) Nothing in this Agreement shall be deemed to affect the right of ISO-NE to recover its costs due to liability under this Article 7 through the NEPOOL Participants Agreement or ISO-NE Tariff.

Article 8 – Assignment

8.0 Assignment

A Party may assign all of its rights, duties, and obligations under this Agreement in accordance with this Section 8.0. No Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. Assignment by the Selected QTPS shall be contingent upon, prior to the effective date of the assignment: (i) the Selected QTPS or the assignee demonstrating to the satisfaction of ISO-NE that the assignee has the technical competence and financial ability: (a) to comply with the requirements of this Agreement, (b) to construct the Project consistent with the assignor's cost estimates for the Project and in accordance with any cost cap or cost containment commitments, and (c) to operate and maintain the Project once constructed; and (ii) the assignee is a Qualified Transmission Project Sponsor pursuant to Section 4B of Attachment K of the OATT. For all assignments by any Party, the assignee must assume in writing, to be provided to the other Party, all rights, duties, and obligations of the assignor arising under this Agreement. Any assignment described herein shall not relieve or discharge the assignor from any of its obligations hereunder absent the written consent of the other Party. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the ISO-NE under this Agreement or the ISO New England Operating Documents. Any assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the terms of this Agreement, and the ISO New England Operating Documents.

Article 9 - Information Exchange

9.0 Information Access

Subject to the ISO Information Policy, each Party shall make available to the other Party information necessary to carry out each Party's obligations and responsibilities under this Agreement and the ISO New England Operating Documents. Such information shall include but not be limited to, information reasonably requested by ISO-NE to prepare the Regional System Plan. The Parties shall not use such information for purposes other than to carry out their obligations or enforce their rights under this Agreement and the ISO New England Operating Documents.

Article 10 - Confidentiality

10.0 Confidential Information and CEII

Confidential Information and CEII shall be treated in accordance with the ISO Information Policy.

Article 11 – Dispute Resolution

11.0 Dispute Resolution Procedures

The Parties agree that any dispute arising under this Agreement shall be the subject of good-faith negotiations among the Parties. Each Party shall designate one or more representatives with the authority to negotiate the matter in dispute to participate in such negotiations. The Parties shall engage in such good-faith negotiations for a period of not less than sixty (60) calendar days. Notwithstanding the foregoing, any dispute arising under this Agreement may be submitted to arbitration or any other form of alternative dispute resolution upon the agreement of the Parties to participate in such an alternative dispute resolution process. Nothing in this Agreement shall, however, restrict a Party's right to file a complaint with FERC under the relevant provisions of the Federal Power Act.

Article 12 - Regulatory Requirements

12.0 Regulatory Approvals

Selected QTPS shall seek and obtain all required authorizations or approvals as soon as reasonably practicable, and by the milestone dates set forth in the Development Schedule of Schedule B of this Agreement, as applicable.

Article 13 - Representations and Warranties

13.0 General

Selected QTPS hereby represents, warrants and covenants as follows, with these representations, warranties, and covenants effective as to the Selected QTPS during the full time this Agreement is effective:

13.0.1 Organization

Selected QTPS is duly organized, validly existing and in good standing under the laws of the state of its organization.

13.0.2 Authority

Selected QTPS has all requisite power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance by Selected QTPS of this Agreement have been duly authorized by all necessary and appropriate action on the part of Selected QTPS; and this Agreement has been duly and validly executed and delivered by Selected QTPS and constitutes the legal, valid and binding obligations of Selected QTPS, enforceable against Selected QTPS in accordance with the terms of this Agreement.

13.0.3 No Breach

The execution, delivery and performance by Selected QTPS of this Agreement will not result in a breach of any terms, provisions or conditions of any agreement to which Selected QTPS is a party which breach has a reasonable likelihood of materially and adversely affecting Selected QTPS's performance under this Agreement.

Article 14 - Operation of Project

14.0 In-Service

The following requirements shall be satisfied prior to the date the Project goes In-Service:

14.0.1 Execution of the Transmission Operating Agreement

Selected QTPS is able to meet all requirements of the Transmission Operating Agreement and has authority to execute that agreement.

14.0.2 Operational Requirements

The Project must meet all applicable operational requirements described in the ISO New England Operating Documents.

14.0.3 Synchronization

Selected QTPS shall have received any necessary authorizations or permissions from ISO-NE and the owners of the facilities to which the Project will interconnect to synchronize with the New England Transmission System or to energize, as applicable, the Project.

14.1 Partial Operation

If the Project is to be completed in phases, the completed part of the Project may operate prior to completion and Required Project In-Service Date set forth in Schedule B of this Agreement, provided that: (i) Selected QTPS has notified ISO-NE in writing of the successful completion of the Project phase; (ii) ISO-NE has determined that partial operation of the Project will not negatively impact the reliability of the New England Transmission System; (iii) Selected QTPS has demonstrated that the requirements for going In-Service set forth in Section 14.0 of this Agreement have been met for partial operation of the Project; and (iv) partial operation of the Project is consistent with Applicable Laws and Regulations, applicable reliability standards, and Good Utility Practice.

Article 15 - Survival

15.0 Survival of Rights

The rights and obligations of the Parties in this Agreement shall survive the termination, expiration, or cancellation of this Agreement to the extent necessary to provide for the determination and enforcement of said obligations arising from acts or events that occurred while this Agreement was in effect. The Indemnity and Limitation of Liability provisions in Article 7 and the Binding Cost Cap or Cost Containment Measures referenced in Article 16 and set forth in Schedule C of this Agreement also shall survive termination, expiration, or cancellation of this Agreement.

Article 16 - Binding Cost Cap or Cost Containment Measures

16.0 Binding Cost Cap or Cost Containment Measures

Any binding cost cap or cost containment measures, or commitment to forego any kind of rate incentives or rate recovery submitted by the Selected QTPS as part of its Project shall be detailed in Schedule C of this Agreement.

Article 17 - Non-Standard Terms and Conditions

17.0 Schedule D - Non-Standard Terms and Conditions

Subject to FERC acceptance or approval, the Parties agree that the terms and conditions set forth in the attached Schedule D are hereby incorporated by reference, and made a part of, this Agreement. In the event of any conflict between a provision of Schedule D that FERC has accepted and any provision of the standard terms and conditions set forth in this Agreement that relates to the same subject matter, the pertinent provision of Schedule D shall control.

Article 18 - Miscellaneous

18.0 Notices

Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing and any such communication or notice shall become effective (a) upon personal delivery thereof, including by overnight mail or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of notice by e-mail, upon receipt thereof; provided that such transmission is promptly confirmed by either of the methods set forth in clauses (a) or (b) above, in each case addressed to the relevant party and copy party hereto at its address set forth below in this section 18.0 or at such other address as such party or copy party may from time to time designate by written notice to the other party hereto; further provided that a notice given in connection with this Section 18.0 but received on a day other than a Business Day, or after business hours in the situs of receipt, will be deemed to be received on the next Business Day.

Addresses:

ISO-NE:

ISO New England Inc.

1 Sullivan Road

Holyoke, MA 01040

Attention:

e-mail: sqtspa@iso-ne.com

Selected QTPS:

____

____

____

____

Attention:

e-mail address _____________________

18.1 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.

18.2 Incorporation of Other Documents

The ISO New England Operating Documents, as they may be amended from time to time, are incorporated by reference herein and made a part hereof and Selected QTPS is subject to, and must comply with the terms and conditions of those documents.

18.3 Headings

The headings of the sections of this Agreement are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

18.4 Interpretation

Wherever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

18.5 Amendment; Limitations on Modifications of Agreement

(a) This Agreement shall only be subject to modification or amendment by agreement of the Parties in writing and the acceptance of any such amendment by FERC, if required to be filed at FERC.

(b) In light of the foregoing, the Parties agree that they shall not rely to their detriment on any purported amendment, waiver or other modification of any rights under this Agreement unless the requirements of this Section 18.5 are satisfied and further agree not to assert equitable estoppel or any other equitable theory to prevent enforcement of this provision in any court of law or equity, arbitration or other proceeding.

18.6 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.

18.7 Further Assurances

Each Party agrees, upon the other Party's request, to make Commercially Reasonable Efforts to execute and deliver such additional documents and instruments, provide information, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement.

18.8 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties hereto agree that any document or signature delivered by facsimile transmission shall be deemed an original executed document for all purposes hereof.

18.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware including all matters of construction, validity and performance without regard to the conflicts-of-laws provisions thereof and the Federal Power Act, as applicable.

18.10 Entire Agreement

Except for the ISO New England Operating Documents, applicable reliability standards, or successor documents, this Agreement, including all Schedules, 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.

18.11 No Third Party Beneficiaries

It is not the intention of this Agreement or of the Parties to confer a third party beneficiary status or rights of action upon any person or entity whatsoever other than the Parties and nothing contained herein, either express or implied, shall be construed to confer upon any person or entity other than the Parties any rights of action or remedies either under this Agreement or in any manner whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the date written below.

For ISO New England Inc.

Name: ______________________________________

Title: _______________________________________

Date: _______________________________________

For Selected QTPS

Name: ______________________________________

Title: _______________________________________

Date: ____

SCHEDULE A

Description of Project and Scope of Work

SCHEDULE B

Development Schedule

Selected QTPS shall ensure and demonstrate to the ISO-NE that it timely has met the following milestones and milestone dates and that the milestones remain in good standing:

[As appropriate include the following standard Milestones, with any revisions, and additional milestones necessary for the Project]:

Milestones and Milestone Dates
Demonstrate adequate Project financing. On or before ______, Selected QTPS must demonstrate that adequate project financing has been secured. Project financing must be maintained for the term of this Agreement [add detail if necessary].
Acquisition of all necessary federal, state, county, and local site permits. On or before ______, Selected QTPS must demonstrate that all required federal, state, county and local site permits have been acquired. [add detail if necessary]. Provide separate dates for each permit]
Substantial Site Work Completed: On or before _______, Selected QTPS must demonstrate that at least 20% of Project site construction is completed. Additionally, the Selected QTPS must submit updated ratings and the final project drawings to the ISO-NE.
Delivery of major electrical equipment. On or before ______, Selected QTPS must demonstrate that all major electrical equipment has been delivered to the project site. [add detail if necessary].
Demonstrate required ratings. On or before ______, Selected QTPS must demonstrate that the project meets all required electrical ratings. [add detail if necessary].
Required Project In-Service Date. On or before ______, Selected QTPS must: (i) demonstrate that the Project is completed in accordance with the Scope of Work in Schedules A of this Agreement; (ii) meets the criteria outlined in Schedule B of this Agreement; (iii) is placed In-Service; and (iv) is under ISO-NE operational dispatch.
[Add additional Milestones]

SCHEDULE C

Binding Cost Cap or Cost Containment Measures

[Insert binding cost cap or cost containment terms and conditions, if any contained in the Selected QTPS selected proposal. If no such binding cost cap or cost containment measures state "None".]

SCHEDULE D

Non-Standard Terms and Conditions

[Insert non-standard terms and conditions, if any. If no such non-standard terms and conditions, state "None".]

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.

III.12.1.1. System-Wide Marginal Reliability Impact Values.

Prior to each Forward Capacity Auction, the ISO shall determine the system-wide Marginal Reliability Impact of incremental capacity at various capacity levels for the New England Control Area. For purposes of calculating these Marginal Reliability Impact values, the ISO shall apply the same modeling assumptions and methodology used in determining the Installed Capacity Requirement.

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 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.12.2.1.3. Marginal Reliability Impact Values for Import-Constrained Capacity Zones.

Prior to each Forward Capacity Auction, the ISO shall determine the Marginal Reliability Impact of incremental capacity, at various capacity levels, for each import-constrained Capacity Zone. For purposes of calculating these Marginal Reliability Impact values, the ISO shall apply the same modeling assumptions and methodology used to determine the Local Resource Adequacy Requirement pursuant to Section III.12.2.1.1, except that the capacity transfer capability between the Capacity Zone under study and the rest of the New England Control Area determined pursuant to Section III.12.2.1.1(b) shall be reduced by the greater of: (i) the Transmission Security Analysis Requirement minus the Local Resource Adequacy Requirement, and; (ii) zero.

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:

$$\text{Maximum Capacity Limit}_Y = \text{ICR} - \text{LRA}_{RestofNewEngland}$$

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.12.2.2.1. Marginal Reliability Impact Values for Export-Constrained Capacity Zones.

Prior to each Forward Capacity Auction, the ISO shall determine the Marginal Reliability Impact of incremental capacity, at various capacity levels, for each export-constrained Capacity Zone. For purposes of calculating these Marginal Reliability Impact values, the ISO shall apply the same modeling assumptions and methodology used to determine the export-constrained Capacity Zone's Maximum Capacity Limit.

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, System-Wide Capacity Demand Curve and Capacity Zone Demand Curves 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, System-Wide Capacity Demand Curve and Capacity Zone Demand Curves 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, System-Wide Capacity Demand Curve and Capacity Zone Demand Curves 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(c):

(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 Retirement De-List Bids and Permanent De-List Bids (including any received for the current Forward Capacity Auction at the time of this calculation), substitution auction demand bids submitted for the current Forward Capacity Auction, 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.12.4A. 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 of Active Demand Capacity Resources. 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, and those Dispatch Zones shall remain in place through the end of the Capacity Commitment Period for which they were established. The ISO will review proposed Dispatch Zones with Market Participants prior to establishing and publishing final Dispatch Zones.

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 Sections III.13.2.5.2.5.3 and III.13.2.8.3;

(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.12.6.4. Transmission Solutions Selected Through the Competitive Transmission Process.

For a transmission solution, which may consist of single or multiple proposals, selected through the competitive transmission process pursuant to Sections 4.3, 4A, or Section 16 of Attachment K, such transmission solution, or relevant portion thereof, shall be considered in-service on the in-service date provided in the executed Selected Qualified Transmission Project Sponsor Agreement(s). The ISO shall use the in-service date in the executed Selected Qualified Transmission Project Sponsor Agreement(s) to determine whether to include the transmission solution, or relevant portion thereof, in the network model for the relevant Capacity Commitment Period. In the event that the selected transmission solution includes an upgrade(s) located on a PTO's existing transmission system where the Selected Qualified Transmission Project Sponsor is not the PTO for the existing system element(s) being upgraded, the process for establishing the in-service date and determining whether to include the upgrade(s) on the existing transmission system, or relevant portion thereof, in the network model for the Capacity Commitment Period shall be as described in Section III.12.6.1.

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 Marginal Reliability Impact values. 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 Marginal Reliability Impact values 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 Capacity Resources that are qualified to participate in the Forward Capacity Market and New Demand Capacity Resources that have cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period,

(e) all Existing Distributed Energy Capacity Resources,

but shall exclude:

(f) capacity associated with Export Bids cleared in previous Forward Capacity Auctions and obligated for the relevant Capacity Commitment Period,

(g) capacity de-listed or retired as a result of Permanent De-List Bids, Retirement De-List Bids, or substitution auction demand bids that cleared in previous Forward Capacity Auctions, and

(h) capacity retired pursuant to Section III.13.1.2.4.1(a), unless the Lead Market Participant has opted to have the resource reviewed for reliability pursuant to Section III.13.1.2.3.1.5.1.

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 Marginal Reliability Impact values shall be the summer Qualified Capacity value of such resources for the relevant zone. The rating of Demand Capacity 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 Capacity 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. The rating of Distributed Energy Capacity Resources shall be the existing Qualified Capacity for the Capacity Commitment Period being evaluated.

III.12.7.2.1. [Reserved.]

III.12.7.3. Resource Availability.

The Installed Capacity Requirement, Local Resource Adequacy Requirements, Transmission Security Analysis Requirements, Maximum Capacity Limits and Marginal Reliability Impact values 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, Transmission Security Analysis Requirements, Maximum Capacity Limits and Marginal Reliability Impact values.

(b) [Reserved.]

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 subsection (a) above, class average data for similar resource types shall be used.

For existing Active Demand Capacity Resources:
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 Marginal Reliability Impact values.

For Distributed Energy Capacity Resources:

For each Distributed Energy Capacity Resource, the availability metric for each underlying technology type will be applied in the same manner as it would be applied if the Distributed Energy Capacity Resource were qualified as a generator or demand response resource.

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 Marginal Reliability Impact values:

(a) **Implement voltage reduction**. The MW value of the load relief shall be equal to 1% of (the 90/10 forecasted seasonal net peak loads minus all Existing Demand Capacity Resources).

(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 Marginal Reliability Impact values 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. To ensure that Demand Response Resources, On-Peak Demand Resources, and Seasonal Peak Demand Resources are not reflected as reductions in the load forecast, the ISO shall reflect them in historical loads as specified below.

(a) The ISO shall add back into historical loads the metered MW demand reduction of Demand Response Resources dispatched by the ISO.

(b) [Reserved.]

(c) [Reserved.]

(d) The ISO shall add back into historical loads summer and winter MW values to account for On-Peak Demand Resources and Seasonal Peak Demand Resources as follows:

The ISO shall develop a trend line between (i) the point when summer MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are assumed to be zero (June 1, 2006) and (ii) the point when summer MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are reflected by the Capacity Supply Obligations that those resources acquired in the most recent Forward Capacity Auction for June 1 of the associated Capacity Commitment Period. To determine the summer MW values to be added back into historical loads, the ISO shall apply the resulting trend to the summer months (April through November) in all the historical years covered by the trend line.

The ISO shall develop a trend line between (i) the point when winter MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are assumed to be zero (December 1, 2006) and (ii) the point when winter MW values for On-Peak Demand Resources and Seasonal Peak Demand Resources are reflected by the Capacity Supply Obligations that those resources acquired in the most recent Forward Capacity Auction for December 1 of the associated Capacity Commitment Period. To determine the winter MW values to be added back into historical loads, the ISO shall apply the resulting trend to the winter months (December through March) in all the historical years covered by the trend line.

The ISO shall make adjustments to forecasted loads to account for any differences between the most recently available MW values reflective of the Capacity Supply Obligations that On-Peak Demand Resources and Seasonal Peak Demand Resources acquired in each of the annual reconfiguration auctions and the MW values reflective of the Capacity Supply Obligations that those resources acquired in the corresponding Forward Capacity Auctions.

III.12.9. Tie Benefits.

The Installed Capacity Requirement, Local Sourcing Requirements, Maximum Capacity Limits and Marginal Reliability Impact values 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 Marginal Reliability Impact values 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 Capacity Resources reflecting their Capacity Supply Obligation received in the most recent Forward Capacity Auction;
4. Qualified Existing Distributed Energy Capacity Resources reflecting their existing Qualified Capacity for the Capacity Commitment Period;
5. 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.

Attachment 3

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

ISO New England Inc.	**)**	**Docket No. ER24-___-000**
New England Power Pool	**)**	

JOINT TESTIMONY OF
BRENT K. OBERLIN AND MARIANNE L. PERBEN
ON BEHALF OF ISO NEW ENGLAND INC.

I. INTRODUCTION

Q: PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

A: *Mr. Oberlin:* My name is Brent K. Oberlin. I am the Executive Director of Transmission Planning with ISO New England Inc. (the "ISO"). My business address is One Sullivan Road, Holyoke, Massachusetts 01040-2841.

Ms. Perben: My name is Marianne L. Perben. I am the Director of Planning Services at the ISO. My business address is One Sullivan Road, Holyoke, Massachusetts 01040-2841.

Q: PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A: *Mr. Oberlin:* I have a Bachelor of Science degree from Rensselaer Polytechnic Institute and I am a Licensed Professional Engineer in the State of Connecticut. In my current position of Executive Director, Transmission Planning, which I have held since 2010, I oversee regional bulk electric power system planning, including the implementation of the Regional System Planning Process under Attachment K of the ISO Open Access

Transmission Tariff ("OATT").[1] I originally joined the ISO in 2006 and served as a Principal Engineer, and then as Manager, Area Transmission Planning for Northern New England. Prior to joining the ISO in 2006, I was a Project Manager in the Transmission Planning Department at Northeast Utilities. Before that, I was an engineer with the Northeast Nuclear Energy Company at the Millstone nuclear plant. I have over 28 years of experience regarding the operation and planning of the New England bulk power system.

Ms. Perben: I have a Diplôme D'Ingénieur Électricien from the National Polytechnic Institute of Grenoble and a Master in Business Administration from Rensselaer Polytechnic Institute. In my current position of Director, Planning Services, which I have held since 2022, I oversee the performance of Economic Studies under Attachment K of the OATT. I originally joined the ISO in 2001 and held multiple positions in System Planning. I served as Engineer in Transmission Planning, Lead Engineer in Forward Capacity Market and Tariff Administration, Supervisor of Resource Analysis and Qualification, Principal Engineer in System Planning and a Manager of Resource Adequacy, Technical Studies. Aside from the positions held at the ISO, I served as an independent consultant for the power industry in Quebec, Canada, and as a Principal Quantitative Analyst in Clean Energy Development at National Grid. I have over 22 years of experience regarding the planning of the New England bulk power system.

[1] Capitalized terms used but not otherwise defined in this testimony have the meanings ascribed thereto in the ISO's Transmission, Markets and Services Tariff (the "Tariff"). The OATT is contained in Section II of the Tariff.

II. PURPOSE AND ORGANIZATION OF TESTIMONY

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A: The purpose of our testimony is to explain the proposed Tariff revisions to incorporate, as part of the optional longer-term transmission planning process, the mechanisms that enable the New England states to develop policy-based transmission facilities in connection with Longer-Term Transmission Studies ("LTTS"), categorized as Longer-Term Transmission Upgrades ("LTTU"), and the associated cost allocation methods for these upgrades. The optional process includes two vehicles through which the states may advance from the state-led, scenario based LTTS to transmission solutions and cost allocation for such solutions needed for the states to achieve their energy and environmental policies: (1) a comprehensive, fully integrated core process, and (2) an add-on supplemental process. The cornerstone of these processes is a competitive request for proposal ("RFP") process in connection with LTTS findings, with an *ex ante* default cost allocation methodology for LTTUs that meet Tariff-based criteria demonstrating quantifiable broad regional benefits, and a vehicle for alternative cost allocation methods where projects do not meet the Tariff-based criteria. These processes are incorporated in Section 16 of Attachment K of the OATT, which contains the ISO's Regional System Planning Process, and the accompanying cost allocation methods in Schedule 12 of the OATT. Additionally, our testimony explains the conforming Tariff changes that are necessary to support the competitive RFP construct in longer-term planning. These are primarily in Sections I.2.2 of the Tariff, Sections II.8, II.46, II.49, Attachments K, N, O, and P, and Schedule 12C of the OATT, along with a new Schedule 14A of the OATT, and Section III.12 of the Tariff.

Our testimony refers to the proposed Longer-Term Transmission Planning ("LTTP") Tariff revisions, collectively, as the "LTTP Phase 2 Changes."

Q: WHY ARE THE LTTP PHASE 2 CHANGES BEING MADE AT THIS TIME?

A: The LTTP Phase 2 Changes represent the second phase of the effort that the ISO initiated in 2021 to address the New England states' transmission planning recommendations, as expressed through the New England States Committee on Electricity ("NESCOE"), in the October 2020 *New England States' Vision for a Clean, Affordance, and Reliable 21st Century Regional Electric Grid* (the "Vision Statement").[2] Let us explain.

The New England states have established aggressive goals to reduce greenhouse gas emissions and increase renewable resources over the 2030-2050 timeframe.[3] To achieve these state policy goals, major transmission investment is needed. In the Vision Statement, the states identified a need for changes in transmission system planning, noting that they "cannot effectively plan" to meet state law clean energy requirements "without having a clear understanding of the investments needed in regional transmission infrastructure."[4] To that end, the states requested that the ISO revise the Tariff to incorporate, as part of the Regional System Planning Process, a longer-term regional transmission planning process that allows for the ISO's performance of state-requested studies that could inform the

[2] The Vision Statement is available at https://nescoe.com/resource-center/vision-stmt-oct2020/ ("Vision Statement").

[3] A summary of the New England states environmental goals is available at https://www.iso-ne.com/static-assets/documents/100010/new-england-power-grid-state-profiles.pdf.

[4] Vision Statement at 3-4.

region of the amount and type of infrastructure needed to meet the states' clean energy goals based on state-identified scenarios, assumptions and inputs on a routine basis. The states, however, asked that matters of cost allocation be set aside until there is a better understanding of the needed transmission infrastructure. Additionally, in July 2023, the New England states, through NESCOE, sent a letter to the ISO indicating the potential for increased reliance on the ISO to provide technical assistance in connection with state procurements and federal funding efforts "to help ready New England's transmission for the future and mitigate consumer costs."[5] While noting its view that this request falls within the ISO's core role as the region's transmission planner, NESCOE requested that the ISO take appropriate steps, including Tariff changes, to provide the states technical support.

The ISO, joined by the New England Power Pool Participants Committee ("NEPOOL") and with overwhelming support from the New England states, filed the first-phase Tariff revisions on December 27, 2021, and the Commission accepted them in an order issued on February 25, 2022.[6] These Tariff revisions, which are referred to in this testimony as the "LTTP Phase 1 Changes," incorporated in a new Section 16 of Attachment K of the OATT the rules that enable the New England states, through NESCOE, to request that the ISO perform an LTTS, which is a state-requested, scenario-based transmission analysis that may look beyond ten years in the future, on a routine basis. At NESCOE's request, an LTTS may identify high-level transmission infrastructure (and, if requested, associated

[5] Letter from New England States Committee on Electricity to ISO New England Inc., (July 17, 2023) (on file with New England States Committee on Electricity, https://nescoe.com/wp-content/uploads/2023/07/Memo-Regarding-Technical-Assistance-from-ISO-NE.pdf)..

[6] *See ISO New England Inc.*, 178 FERC ¶ 61,137 (2022).

cost estimates) that could meet states' energy and environmental policies, mandates, or legal requirements (*i.e.*, State-identified Requirements). As noted, the states requested that matters of cost allocation be set aside. Accordingly, under the existing rules LTTSs are informational studies.

The LTTP Phase 2 Changes create the processes (a core process and add-on supplemental process) through which the states can advance policy-based transmission in connection with the findings from LTTS, and the cost allocation methods for that transmission. They also address NESCOE's July 2023 request by recognizing explicitly the ISO's transmission system-related technical support to the states in these efforts, as the independent entity responsible for regional transmission system planning in New England.

Q: HOW IS YOUR TESTIMONY ORGANIZED?

A: Following a brief background on the basis for creating an optional, longer-term planning process as part of the ISO's Regional System Planning Process, our testimony describes the proposed LTTP Phase 2 Changes. First, the testimony describes the revisions to the existing LTTS rules to, among other things, provide for the conduct of follow-on studies associated with an LTTS. Second, it describes the core process elements of the longer-term process, including the competitive solution process for LTTUs; and thereafter, the revisions to incorporate the add-on supplemental process. Third, the testimony describes the cost allocation methodologies corresponding to LTTUs selected through the core process, which, as explained below, apply when the Tariff-based benefit-to-cost ratio ("BCR") requirement is met, and the methodology that corresponds to LTTUs selected through the supplemental process, which applies when the BCR requirement is not met. Finally, the testimony describes the additional and/or conforming Tariff changes to support the implementation of the optional, longer-term planning process.

III. BACKGROUND

Q: PLEASE PROVIDE AN OVERVIEW OF THE CURRENT TRANSMISSION PLANNING PROCESSES UNDER ATTACHMENT K OF THE OATT.

A: Attachment K of the ISO OATT governs the ISO's conduct of the regional system transmission planning processes required in the Commission's Order Nos. 890 and 1000. More specifically, Attachment K describes the ongoing planning processes, and corresponding assumptions and criteria, for the ISO's performance of Needs Assessments, Solutions Studies and studies used in the competitive solution process that the ISO performs to address reliability, market efficiency, and public policy transmission needs within a ten-year planning horizon. It also provides for the ISO's performance of annual Economic Studies that evaluate metrics, such as production cost, resource curtailment, emissions, and unserved energy, and, as most-recently revised, for the performance of NESCOE-requested LTTS. These studies are conducted through an open, transparent, and informative process with the Planning Advisory Committee ("PAC").

Q: GIVEN THE TRANSMISSION PLANNING PROCESSES ALREADY ESTABLISHED IN ATTACHMENT K, WHY DID THE ISO FIND IT NECESSARY TO ADD ANOTHER TRANSMISSION PLANNING STUDY MECHANISM?

A: The existing Tariff processes incorporated to comply with Order Nos. 890 and 1000 do not provide for the ISO's recurring performance of New England state-requested transmission analysis for the identification of transmission infrastructure to meet state energy policy needs based on state-developed scenarios, inputs and assumptions. These processes also are limited to public policy-based requirements enshrined in statutes or regulations, and they do not support transmission analysis for the identification of transmission infrastructure beyond ten years in the future. Accordingly, Tariff revisions were necessary to establish the rules for the states to request the ISO's performance of transmission planning studies to identify the transmission infrastructure that would be needed to meet state energy and environmental policies, mandates, or legal requirements based on state-developed scenarios and timeframes, on a routine basis.

Q: PLEASE DESCRIBE THE LTTS CONSTRUCT AND HOW THE ASSOCIATED COSTS ARE FUNDED.

A: Section 16 of Attachment K sets forth the rules for the ISO's conduct of an LTTS. Pursuant to Sections 16.1 and 16.2, the process to conduct an LTTS is initiated through the ISO's receipt of a request for a study from NESCOE. The request identifies the study objectives, scenarios, inputs, assumptions, and timeframes proposed to be used in the study. In carrying out this study process, the ISO follows the existing open, transparent, and informative exchange requirements applicable to other transmission planning study processes in Attachment K. Pursuant to Sections 16.2 and 16.3, the ISO posts the LTTS request on its website and NESCOE presents it at the PAC for stakeholder feedback; the ISO, with PAC input, develops the study scope based on the NESCOE-provided information; and the ISO performs the transmission study, discusses the study results with PAC, and produces a study report reflecting the study results.

The ISO's costs for performing an LTTS are recovered pursuant to Schedule 1 of Section IV.A of the Tariff, consistent with other regional planning studies performed under Attachment K.

Q: HOW OFTEN CAN NESCOE SUBMIT A REQUEST FOR AN LTTS?

A: The current rules do not prescribe a timeframe for NESCOE to submit an LTTS request. However, Section 16.1 currently provides that only one study request may be submitted at a time, and there must be a six-month hiatus between the completion of the work associated with a prior request and the submission of a subsequent request.

Q: HAS THE ISO PERFORMED ANY LTTS?

A: Yes. Since implementation of the LTTP Phase 1 Changes, the ISO, in partnership with NESCOE and with stakeholder input, performed the first LTTS, which is known as the 2050 Transmission Study. Consistent with Section 16, the 2050 Transmission Study used scenarios, inputs, assumptions, and timeframes developed with NESCOE, and identified potential transmission needs and representative transmission solutions to reliably serve peak loads in 2035, 2040, and 2050, along with associated cost estimates. The 2050 Transmission Study results, driven by assumptions about the future resource mix and demand for electricity provided by the states via the Massachusetts Energy Pathways to

Deep Decarbonization study,[7] provide an unprecedented look at the future of New England's transmission system. The study's findings help inform the New England states' and stakeholders' decisions about improvements and pathways forward. The 2050 Transmission Study findings, however, are only informational absent additional Tariff revisions that enable the states to act on them.

IV. <u>DESCRIPTION OF THE LTTP PHASE 2 CHANGES</u>

A. REVISIONS RELATED TO REQUESTS FOR AND CONDUCT OF LTTS

Q: PLEASE DESCRIBE THE REVISIONS TO THE EXISTING LTTS PROCESS.

A: The LTTP Phase 2 Changes revise Section 16 of Attachment K to recognize the ISO's transmission system-related technical assistance and analyses in support of the New England states' efforts to implement their energy and environmental policy goals, and to provide for the conduct of follow-on studies.

Q: WHAT CHANGES ARE BEING MADE TO RECOGNIZE THE ISO'S TECHNICAL SUPPORT TO THE STATES?

A: The ISO shares NESCOE's view that providing technical support to the New England states aligns with the ISO's core function as the region's independent entity responsible for regional transmission planning. In furtherance of transparency, however, the ISO is proposing to revise Section 16.1 to explicitly recognize this work in the Tariff. Specifically, Section 16.1 is being revised to state: "The ISO, at its sole discretion, may

[7] *Energy Pathways to Deep Carbonization*: *A Technical Report of the Massachusetts 2050 Decarbonization Roadmap Study*, Evolved Energy Research for the Commonwealth of Massachusetts (December 2020), https://www.mass.gov/doc/energy-pathways-for-deep-decarbonization-report/download.

collaborate with and provide technical support to NESCOE or the New England states in connection with the states' procurements, and efforts to secure federal funding for transmission investments." The ISO believes that it is uniquely positioned in that it can provide independent, objective technical support to the states as they seek to advance their policy-based objectives through procurement efforts and funding opportunities, and ensure a safe and reliable clean energy transition.

Q: WHAT ARE FOLLOW-ON STUDIES AND WHAT CHANGES ARE BEING MADE TO PROVIDE FOR THESE STUDIES?

A: The follow-on studies are studies intended to help the states, through NESCOE, narrow down the areas of interest for potential consideration in an RFP.

Briefly, under current Section 16.3, following the completion of an LTTS, the ISO posts the results of the study on its website and holds a meeting of the PAC to solicit input on the LTTS results for the ISO and NESCOE's consideration. The report identifies the overview of transmission system limitations and the high-level transmission infrastructure and, if requested, cost estimates, required to solve the longer-term issues that the study identified.

The LTTP Phase 2 Changes revise Section 16.3 of Attachment K to allow NESCOE to request that the ISO conduct follow-on studies based on the results of an LTTS, and establish a process for the ISO's conduct of follow-on studies. The follow-on study process closely mirrors the initial LTTS process described in Sections 16.1 and 16.2, and extends the same opportunities for stakeholder engagement. As proposed in Section 16.3, upon receipt of a follow-on study request, the ISO will post the request on its website and hold a PAC meeting for NESCOE to present the request. Thereafter, the ISO, with PAC's input, will develop the study's scope of work, parameters and assumptions. The ISO will then conduct the follow-on study and post its results on its website, as needed, and hold another PAC meeting for input on the results. The ISO will complete this step of the process by posting a final follow-on study report on its website.

B. REVISIONS RELATED TO THE COMPETITIVE SOLUTION PROCESS IN CONNECTION WITH LTTS OR FOLLOW-ON STUDY FINDINGS

Q: PLEASE PROVIDE AN OVERVIEW OF THE COMPETITIVE SOLUTION PROCESS IN CONNECTION WITH LTTS OR FOLLOW-ON STUDY FINDINGS.

A: The optional competitive solution process for the evaluation and selection of regional transmission solutions to address the findings in an LTTS or a follow-on study is informed by and closely mirrors the process for public policy transmission in Section 4A of Attachment K. The process comprises two separate paths designed to enable the states to advance policy-based transmission—the core process, and an add-on supplemental process—which are described in the proposed revisions to Section 16. These revisions also codify the respective roles of NESCOE, as the entity representing the states, and the ISO, as the regional system planner, throughout the process. They also establish the associated cost allocation approaches for LTTUs in Schedule 12 of the OATT.

As described later in this testimony, the core process allows development of transmission infrastructure when at least one proposal submitted in response to an RFP—*i.e.*, Longer-Term Proposal—meets the identified needs in the RFP and has financial benefits that exceed the proposed project costs as calculated over the first twenty years of the project's life by a ratio that is greater than one, or, said differently, a BCR greater than one. The supplemental process is an add-on to the core process to enable the states to agree to move forward with a transmission project where none of the Longer-Term Proposals that meet the identified needs satisfy the Tariff-specified BCR requirement.

The core process is described in new Sections 16.4 (excluding a portion of 16.4(j)), 16.5, 16.6, and 16.7 of Attachment K, and its associated cost allocation methodology is set forth in Section B.10(a) of Schedule 12 of the OATT. The core process may be initiated by NESCOE following the completion of an LTTS or a follow-on study, and its key elements are: (i) RFP determination; (ii) RFP issuance, administration and evaluation; and (iii) project selection. The supplemental process that NESCOE may invoke is set forth in Sections 16.4(j) (partially) and 16.8 of Attachment K, and its corresponding cost allocation methodology is described in Section B.10(b) of Schedule 12.

1. Longer-Term Planning Core Process Elements

Q: HOW DOES THE CORE PROCESS FOR THE EVALUATION AND POTENTIAL SELECTION OF AN LTTU BEGIN?

A: NESCOE may initiate the core process elements of the longer-term transmission planning competitive solution process following the completion of an LTTS or a follow-on study.

Specifically, as proposed in Section 16.4(a) of Attachment K, NESCOE may request that the ISO consult with NESCOE on possible RFPs in connection with the results of an LTTS or a follow-on study. During this consultation, the ISO, at its sole discretion, may identify non-time-sensitive reliability (*i.e.*, need for which the year of need is beyond three years from the completion of the Needs Assessment) or market efficiency needs that could be combined with other policy-based longer-term needs to allow a single regional transmission solution that can address all the needs. NESCOE may then identify potential system concerns for potential inclusion in an RFP for stakeholder review and input. Following consideration of that input, NESCOE may request that the ISO issue an RFP(s) that includes the NESCOE-identified needs. The ISO will provide its technical expertise to NESCOE to facilitate these determinations.

Q: IF NESCOE IDENTIFIES NEEDS, WHAT HAPPENS NEXT?

A: The proposed revisions in Section 16.4(a) do not obligate NESCOE to identify longer-term needs or request an RFP. However, Section 16.4(a) provides that if the ISO receives a written list from NESCOE identifying specific needs that NESCOE may be interested in pursuing in an RFP, then the ISO will post that list on its website and hold a meeting of the PAC for NESCOE to present the identified needs and seek stakeholder input on those needs. The proposed rules do not prescribe a deadline for NESCOE to request an RFP, but rather allow for NESCOE to request, in writing, that the ISO issue an RFP inviting proposals addressing the needs specified in NESCOE's request at any time following NESCOE's receipt and consideration of PAC's input on the potential needs, but prior to the start of a subsequent LTTS. This helps avoid having the ISO's transmission planning staff supporting a longer-term RFP while simultaneously conducting an LTTS, and ensures a subsequent LTTS can account for the outcomes of the RFP.

Q: IF THE NESCOE-IDENTIFIED NEEDS INCLUDE NON-TIME-SENSITIVE RELIABILITY OR MARKET EFFICIENCY NEEDS, WILL THOSE NEEDS BE ADDRESSED AS PART OF THE LONGER-TERM COMPETITIVE SOLUTION PROCESS? PLEASE EXPLAIN.

A: Yes. The ISO is the independent entity responsible for reliability and market-efficiency planning, and the optional, longer-term transmission planning process does not confer this responsibility on the New England states or NESCOE. Nor does the process supplant or replace the existing Order No. 1000 regional planning processes. However, where the states may be considering pursuing an RFP for the competitive development of policy-based transmission to address longer-term needs, the process offers the region an opportunity for the holistic development of a single regional transmission solution that can address all the identified needs. Accordingly, Section 16.4(a) provides for the ISO to address any ISO-identified non-time-sensitive reliability or market efficiency needs that NESCOE includes in its request for an RFP through the competitive solicitation process for LTTUs in Section 16 instead of the existing rules in Section 4.3 of Attachment K. However, in the event the longer-term competitive solicitation process terminates or an LTTU selected through that process is removed from the Regional System Plan ("RSP") or RSP Project List, Section 16.4(a) requires the ISO to initiate the applicable process under Section 4 of Attachment K to ensure that any combined non-time-sensitive reliability or market efficiency needs are addressed. To facilitate that, Section 16.4(a) requires that the

ISO reassess the time sensitivity for reliability needs that were combined in the longer-term RFP. In that case, the three-year window for determining the applicable solution development process will be measured from the completion of the reassessment required in Section 16.4(a).

Q: IF NESCOE REQUESTS AN RFP, WHAT HAPPENS NEXT?

A: If NESCOE requests that the ISO issue an RFP for the NESCOE-identified needs, then the ISO proceeds to conduct a regional transmission solution development process based on a single-phased competitive solicitation. Specifically, pursuant to Section 16.4(b), the ISO, in consultation with NESCOE, will develop the RFP. Thereafter, the ISO will begin the process by issuing a public notice inviting any interested entity that has been pre-qualified as a Qualified Transmission Project Sponsor ("QTPS") to submit individual or joint Longer-Term Proposal(s) offering transmission solutions that comprehensively address all of the needs identified in the RFP.

Similar to the public policy process, Section 16.4(b) allows QTPSs to submit individual or joint Longer-Term Proposal(s) for projects, but the Longer-Term Proposals must address all RFP-identified needs. Unlike the competitive process to address reliability and/or market efficiency needs, there is no Backstop Transmission Solution in the public policy process or the longer-term process.[8] Requiring complete solutions increases the likelihood

[8] *See* Tariff at § I.2.2 (defining Backstop Transmission Solution as "a solution proposed: (i) to address a reliability or market efficiency need identified by the ISO in a Needs Assessment reported by the ISO pursuant to Section 4.1(i) of Attachment K to the ISO OATT, (ii) by the PTO or PTOs with an obligation under Schedule 3.09(a) of the [Transmission Operating Agreement ("]TOA[")] to address the identified

of the process successfully leading to development of transmission solutions, rather than having the process terminate because the submitted Longer-Term Proposals cannot be combined in a manner that addresses the identified needs.

Consistent with the TOA and existing rules for planning processes, Section 16.4(c) also provides that neither the submission of a project by a QTPS nor the selection of a project submitted by a QTPS for inclusion in the RSP or RSP Project List alters a PTO's use and control of its existing right-of-way, or require that a PTO relinquish such rights.

Q: WHAT IS THE BASIS FOR CONDUCTING THIS COMPETITIVE SOLUTION PROCESS IN A SINGLE-PHASE, AS OPPOSED TO TWO-PHASES, AS IS THE CASE FOR THE RELIABILITY, MARKET-EFFICIENCY, AND PUBLIC POLICY PROCESSES?

A: The main reason is to increase process efficiency. In a two-phased process, the project selection does not occur until the second phase, which adds additional time to the process for project proponents to submit additional information to the ISO and for the ISO to, once again, review the projects. The ISO's experience in conducting the Boston 2028 RFP[9] revealed that the ISO has most of what it needs to make a selection in the first-phase of the process. A single-phase RFP cuts down the solicitation time and, correspondingly, the ISO's costs in administering the RFP.

need; and (iii) in circumstances in which the competitive solution process specified in Section 4.3 of Attachment K to the ISO OATT will be utilized.").

[9] Presentations and reports related to the Boston 2028 RFP are available at https://www.iso-ne.com/system-planning/key-study-areas/greater-boston.

Q: WHAT ARE QTPSs REQUIRED TO PROVIDE AS PART OF A LONGER-TERM PROPOSAL?

A: The LTTP Phase 2 Changes incorporate the proposed Longer-Term Proposal submission requirements in Section 16.4(d) of Attachment K. To facilitate the conduct of a single-phase competitive solicitation, Section 16.4(d) adopts a comprehensive list of information that a QTPS must provide for a Longer-Term Proposal. This list reflects a combination of the requirements in the respective Phase/Stage One Proposal and Phase/Stage Two Solution provisions applicable to reliability, market efficiency, and public policy. The information requirements are intended to provide sufficient detail to enable the ISO to evaluate whether the proposal meets the needs identified in a single-phased RFP, and they are:

(i) detailed description of the proposed solution, in the manner specified by the ISO, including an identification of the proposed route for the solution and technical details of the project, such as interconnection into the existing transmission system;
(ii) detailed explanation of how the proposed solution addresses the identified need(s);
(iii) list of required major Federal, State and local permits
(iv) proposed schedule, including key high-level milestones, for development, siting, procurement of real estate rights, permitting, construction and completion of the proposed solution;
(v) right, title, and interest in rights of way, substations, and other property or facilities, if any, that would contribute to the proposed solution or the means and timeframe by which such would be obtained;
(vi) description of the authority the QTPS has to acquire necessary rights of way;
(vii) experience of the QTPS in acquiring rights of way;
(viii) description of construction sequencing, a conceptual plan for the anticipated transmission and generation outages necessary to construct the proposed solution and their respective duration, and possible constraints;
(ix) detailed cost component itemization and life-cycle cost, including cost containment or cost cap measures;
(x) description of the financing being used;
(xi) design and equipment standards to be used;
(xii) detailed explanation of project feasibility and potential constraints and challenges;

(xiii) description of the means by which the QTPS proposes to satisfy legal or regulatory requirements for siting, constructing, owning and operating transmission projects; and

(xiv) detailed explanation of potential future expandability.

Additionally, Section 16.4(d) provides that a QTPS may propose a solution that includes upgrades to a PTO's existing transmission system. These are generally referred to as corollary upgrades.[10] In that case, the QTPS would need to provide all data available to the QTPS as part of its Longer-Term Proposal. For clarity, the QTPS is not required to procure the PTO's agreement for implementation of such upgrades, for the PTO would be required to implement such upgrades to its existing facilities under the TOA if the QTPS's proposed solution is selected through the competitive process. In accordance with Section 16.4(e), the QTPS would also need to identify as part of its Longer-Term Proposal any Local System Plans that require coordination; such plans are available publicly on the ISO's website.

Under the optional, longer-term planning process, as Sections 16.4(d) and 16.5 provide, QTPSs will be responsible for all the study, design and other development costs associated with the Longer-Term Proposal. To cover the costs of the ISO and its consultants associated with evaluating the Longer-Term Proposal, the QTPS must provide the ISO a $100,000 deposit. Any difference between the deposit and actual costs will be either paid by or refunded to the QTPSs, with interest. This, however, does not limit the PTOs' ability to recover costs incurred to fulfill their transmission planning obligations under the TOA.

[10] *See* ISO New England Inc., Transmission Planning Process Technical Guide, p. 30, available at https://www.iso-ne.com/static-assets/documents/2023/09/2023_09_08_pac_transmission_planning_process_guide.pdf.

Section 16.4(d) provides for the ISO to specify the deadline for QTPSs to submit Longer-Term Proposals, and that the deadline will be no less than sixty days from the public notice inviting proposals.

Q: PLEASE DESCRIBE THE PROCESS FOR EVALUATING THE LONGER-TERM PROPOSALS SUBMITTED IN RESPONSE TO A LONGER-TERM RFP.

A: The LTTP Phase 2 Changes incorporate the process for evaluating Longer-Term Proposals in Sections 16.4(f) to 16.4(h). First, upon receipt of the Longer-Term Proposals, the ISO performs an initial review of each proposal. As Section 16.4(f) provides, this review is intended to determine whether the proposed solution:

(i) provides sufficient data and that the data is of sufficient quality to satisfy Section 16.4(d);
(ii) satisfies the needs identified in the RFP;
(iii) is technically practicable and indicates possession of, or an approach to acquiring, the necessary rights of way, property and facilities that will make the proposal reasonably feasible in the required timeframe; and;
(iv) is eligible to be constructed only by an existing PTO in accordance with Schedule 3.09(a) of the TOA because the proposed solution is an upgrade to existing PTO facilities or because the costs of the proposed solution are not eligible for regional cost allocation under the OATT and will be allocated only to the local customers of a PTO.

These criteria are designed to ensure that the Longer-Term Proposals submitted include all of the information required in Sections 16.4(d) and (e), satisfy the needs identified in the RFP, are feasible, and eligible for construction by the QTPS. If, as part of its review, the ISO identifies minor deficiencies in the information provided in connection with a Longer-Term Proposal, pursuant to Section 16.4(g), the ISO will notify the QTPS that submitted the proposal, and provide an opportunity for the QTPS to cure the deficiencies. In addressing the deficiencies that the ISO identified, the QTPS cannot modify its proposal.

Given the expected variability in cost estimation methodologies used by competitive solicitation bidders, the ISO will develop an independent estimate for capital costs for those Longer-Term Proposals that meet the criteria in Section 16.4(f), using a consistent cost estimating methodology. As in the case of the Boston 2028 RFP for which the ISO used third party consultants to develop independent cost estimates, this will facilitate consistency in the ISO's evaluation of the remaining Longer-Term Proposals and their cost estimates. To fulfill this requirement, the ISO may perform the cost estimate on its own, or use third party consultants.

Second, the ISO will evaluate the Longer-Term Proposals that meet the Section 16.4(f) criteria to identify, as the preliminary preferred Longer-Term Transmission Solution, the solution that offers the best combination of electrical performance, cost, future system expandability and feasibility to address the needs within the timeframes specified in the longer-term RFP.

Third, the ISO will evaluate the financial benefits of those Longer-Term Proposals that meet the needs identified in the RFP and are competitive in terms of electrical performance, cost, future system expandability and feasibility to determine whether they have a BCR that is greater than one.

Q: WHAT ELEMENTS DOES THE ISO CONSIDER TO DETERMINE THE PREFERRED LONGER-TERM TRANSMISSION SOLUTION?

A: The optional, longer-term competitive solution process provides two sets of evaluation factors for the ISO to consider. These non-exhaustive sets of factors are listed in Section 16.4(h), and are designed to ensure that the Longer-Term Proposals provide demonstrably quantifiable regional benefits. The first set of factors echo, to some extent, those used in other competitive processes under Attachment K to identify the Longer-Term Proposals that meets the needs identified in the RFP and are competitive in terms of electrical performance, cost, future system expandability and feasibility. The list of these factors differs from the list reflected in the other competitive transmission processes in that it excludes those duplicative with the financial factors included in the second set. The factors on the first list include, but are not limited to:

- Life-cycle costs, including all costs associated with right of way acquisition, easements, and associated real estate;
- System performance;
- Cost cap or cost containment provisions;
- In-service date of the project or portion(s) thereof;
- Project constructability;
- Generation and transmission facility outages required during construction;
- Extreme contingency performance;
- Operational impacts;
- Incremental costs for potential resource retirements;
- Interface impacts;
- Future expandability;
- Consistency with Good Utility Practice;
- Potential siting/permitting issues or delays;
- Environmental impact;
- Design standards;
- Impact on NPCC Bulk Power System classification; and
- QTPS capabilities

The second set of evaluation of factors are those that the ISO will use to determine the financial benefits of those Longer-Term Proposals that meet the needs identified in the RFP and are competitive in terms of electrical performance, cost, future system expandability and feasibility. These factors include, but are not limited to:

- Production cost and congestion savings;
- Avoided capital cost of local resources needed to serve demand;
- Avoided transmission investment;
- Reduction in losses; and
- Reduction in expected unserved energy

While the first set of factors are well-understood insofar as they echo those used in the reliability, market efficiency and public policy competitive solution processes, the quantifiable financial benefit metrics are new.

Q: WHAT IS THE RATIONALE FOR INCLUDING THE FINANCIAL BENEFIT METRICS?

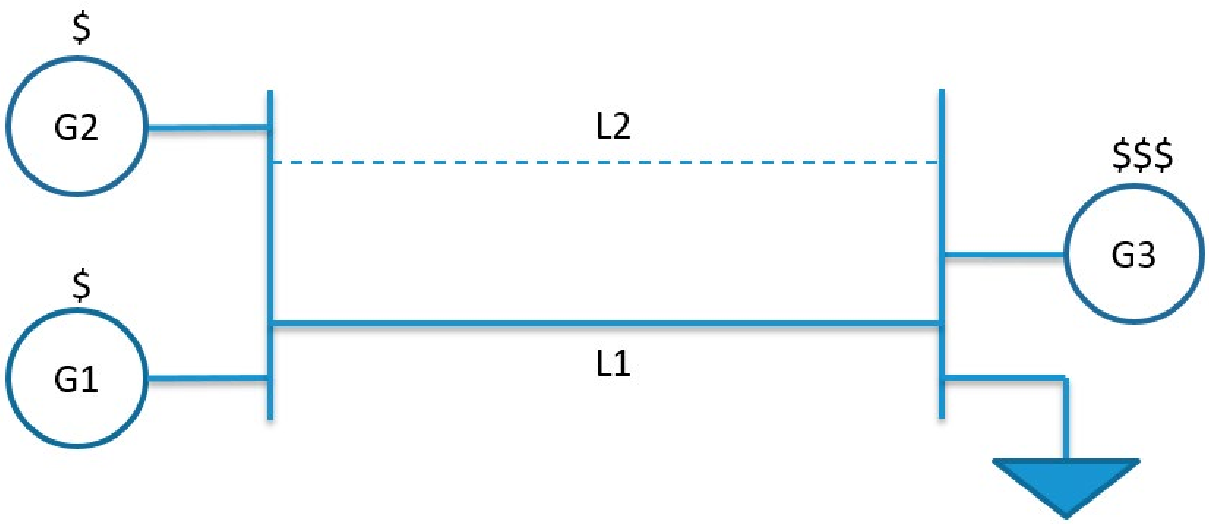
A: Similar to the LTTP Phase 1 Changes, to develop the framework for the optional, longer-term competitive solution process, the ISO worked with NESCOE to ensure the process framework would meet the states' requests. To that end, in May 2023, NESCOE provided the ISO a list of evaluation factors of interest to the states, which focused on the economic benefits of transmission system upgrades, and were informed by economic benefits used in other regional transmission planning processes, such as the Midcontinent Independent System Operator, Inc.'s ("MISO") Multi-Value Project process.

Because some of the evaluation factors used elsewhere do not directly apply in New England due to regional differences (*e.g.*, MISO's MVP process includes resource adequacy savings due to reduced planning reserve requirements), the ISO undertook significant research, including engaging in discussion with transmission planning staff from other regions, to understand the evaluation factors, including their application and evolution over time, and determine which factors would achieve similar goals in New England. The financial benefit metrics reflected in Section 16.4(h) are the result of the ISO's research and the discussions with our regional counterparts.

Q: PLEASE EXPLAIN HOW A LONGER-TERM PROPOSAL CAN RESULT IN PRODUCTION COST AND CONGESTION SAVINGS AND HOW THOSE WILL BE CALCULATED.

A: At the outset, it is important to recognize that each financial benefit factor is unique. The simplified diagram in Figure 1, below, illustrates how production cost and congestion savings may be realized from a Longer-Term Proposal. For this example, assume that Generator 1 ("G1") and Generator 2 ("G2") are less expensive than Generator 3 ("G3"), and that Transmission Line 1 ("L1") connecting them to load is frequently binding, requiring load to be partially served by the more expensive G3. If the proposed transmission project ("L2") is constructed, system production costs would decrease because the lower cost generation will displace the higher cost generation.

Figure 1



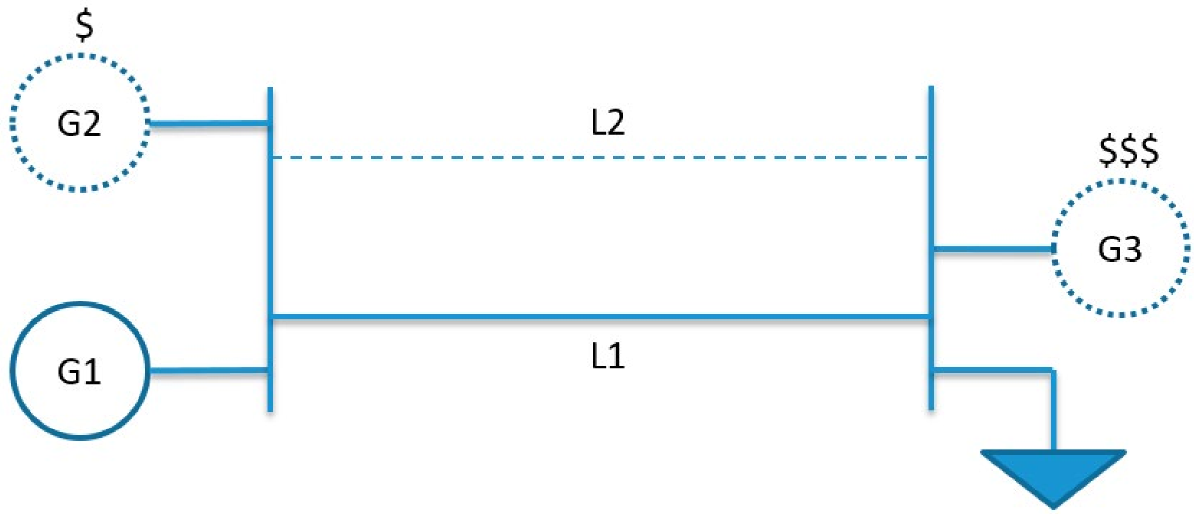
To calculate the production cost and congestion savings that may result from a Longer-Term Proposal, the ISO will use a production cost model. A production cost model is used for energy system planning and analysis. These models concentrate on the operational aspects of the power system. They simulate the dispatch of electrical power across a grid to meet demand at the lowest cost, given the physical constraints of the transmission system and available generation assets. Production cost models can help quantify the economic impacts of different dispatch strategies, the operational effectiveness of the transmission system, and the impact associated with contingencies on the grid, which helps evaluate future modifications to the bulk power system.

To quantify production cost and congestion savings, the ISO will run two versions of the production cost model, one with and one without the proposed Longer-Term Proposal. The production cost and congestion savings will be quantified as the difference in production cost between the two runs. The ISO plans to run the systems for multiple years; for example, 2030, 2040, and 2050. The production cost and congestion savings will be calculated in the interim years by interpolating between the modeled year results.

Q: HOW CAN A LONGER-TERM PROPOSAL RESULT IN AVOIDED CAPITAL COST OF LOCAL RESOURCES NEEDED TO SERVE DEMAND AND HOW WILL THAT BE QUANTIFIED?

A: Figure 2, below, depicts a simplified diagram to help illustrate a Longer-Term Proposal's savings in avoided capital cost of local resources. For this example, assume that existing L1 is frequently binding from existing G1, and to serve the load, a new generator could be built at two locations: G2 or G3. Assume further that G3 has higher capital costs than G2, but can be built locally to load. G2, however, is viable and effective at serving load if L2 is constructed. Continuing with this example, if L2 is built, the savings in avoided capital costs would equal the difference between the capital and fixed costs of G2 and G3.

Figure 2

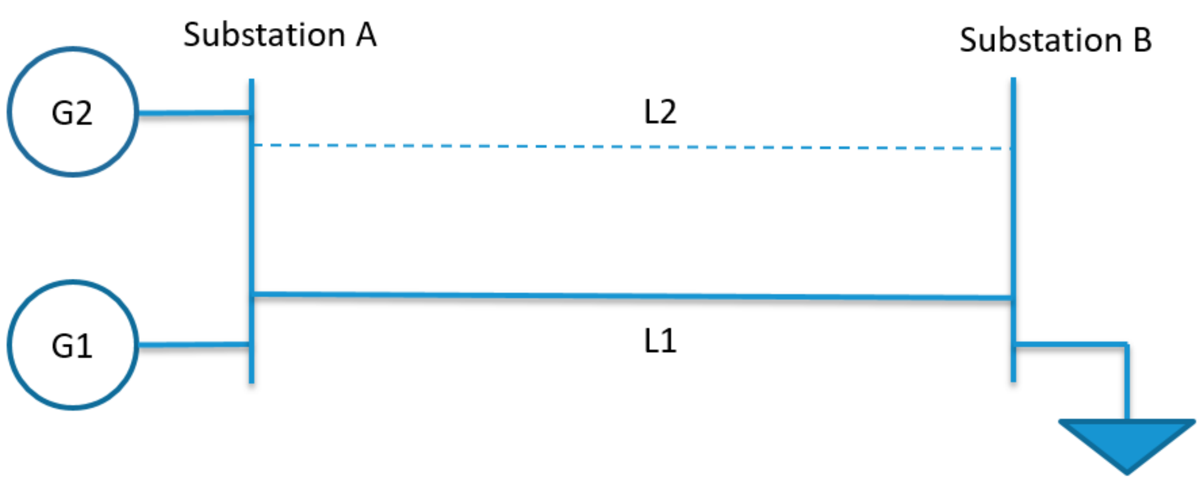


The ISO will use a capacity expansion model to determine a Longer-Term Proposal's reductions in capital costs for future resource development by being able to access or develop resources in other parts of the system with the transmission project, rather than developing resources in constrained parts of the system. Capacity expansion models build on production cost models, but work over a longer-term horizon to change the resource mix as system demand changes. Capacity expansion models help policymakers and grid planners determine what infrastructure to build for future scenarios, including the impact of transmission expansion on resource build-outs. The base case without the Longer-Term Proposal will be used to model optimal resource mix quantity and location for that transmission topology. A change case will then be simulated in which new resource mix quantity and location are optimized for a different transmission topology; for example, taking advantage of higher transfer capability between different zones in New England. The difference between the two capital costs and fixed costs would be the output of this evaluation factor.

Q: HOW DOES A LONGER-TERM PROPOSAL PROVIDE A REDUCTION IN LOSSES BENEFIT AND HOW WILL THAT BE CALCULATED?

A: An example of the reduction in losses benefits that may be realized by a Longer-Term Proposal is shown in Figure 3, below. In this example, assume that while serving the load at Substation B, there are losses on L1. If L2 is constructed, the impedance between Substations A and B would be reduced, lowering system losses. The output from G1 and G2 would be lower, reducing the cost of energy to serve the load.

Figure 3

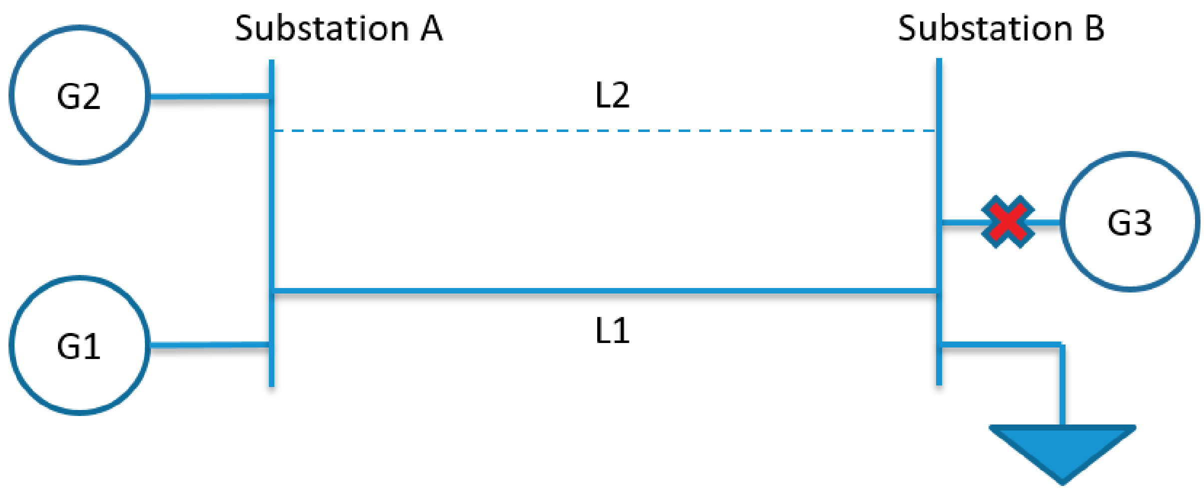


The ISO will use the production cost model to calculate the benefits of a reduction in losses. More specifically, the ISO will use powerflow models to establish losses across varied representations of system conditions. The difference between the losses in the base case without the Longer-Term Proposal, and the case with the Longer-Term Proposal, will allow the ISO to ascertain the reduction in losses provided by a Longer-Term Proposal. The reduction in losses will then be modeled as a reduction in load in each hour of the production cost model (with each hour approximated by the losses developed through the powerflow models) to determine the value of reduced losses.

Q: PLEASE EXPLAIN HOW A LONGER-TERM PROPOSAL CAN PROVIDE A REDUCTION IN EXPECTED UNSERVED ENERGY BENEFIT AND HOW THAT WILL BE CALCULATED.

A: The simplified diagram in Figure 4, below, provides an example illustrating reduction in expected unserved energy benefits of a Longer-Term Proposal. For this example, assume that the load at Substation B is larger than the rating of L1 such that on a loss of G3, all of the load at Substation B cannot be served. Assume further that the production cost analysis finds a non-zero expected unserved energy at Substation B. If L2 is built, the same analysis will show a reduced expected unserved energy because the load at Substation B is able to be served from energy imported from Substation A if needed.

Figure 4



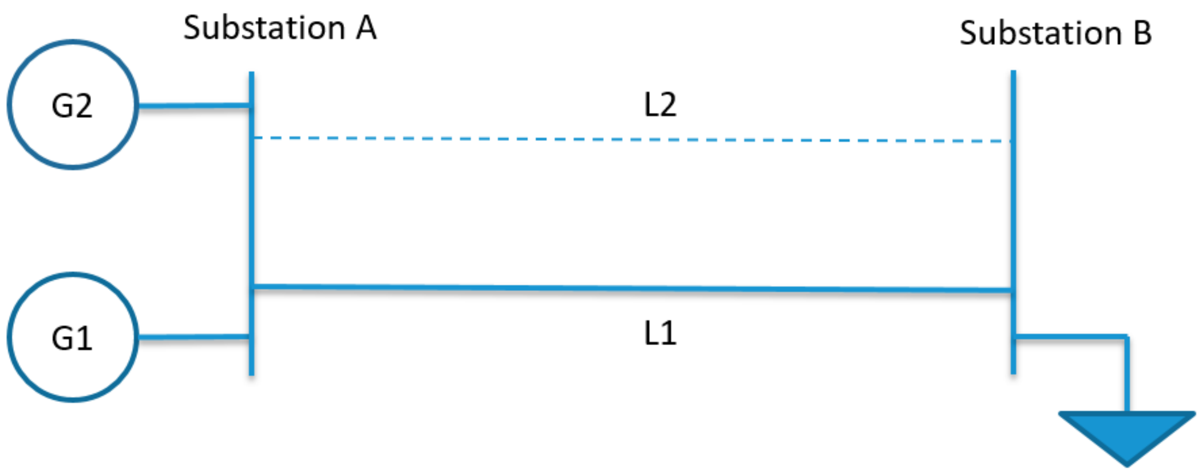
To calculate reductions in expected unserved energy, the ISO will use the production cost model with generation forced outage rates added to the model. The ISO will use multiple weather years and outages per year to calculate expected unserved energy.

Q: HOW CAN A LONGER-TERM PROPOSAL PROVIDE AN AVOIDED TRANSMISSION INVESTMENT BENEFIT AND HOW WILL THAT BE CALCULATED?

A: The avoided transmission investment will determine the costs of reliability, market efficiency and aging infrastructure replacements that would no longer be needed or would be replaced by the Longer-Term Proposal. This would include costs of projects on the RSP Project List for reliability, market efficiency, longer-term, or public policy that are no longer needed with the Longer-Term Proposal in service; costs of projects on the Asset Condition List when aging assets are being replaced as part of the Longer-Term Proposal; generic replacement costs for any transmission line or transformer that is over 40 years old that is replaced as part of the Longer-Term Proposal. Forty years has been selected to be consistent with the typical book life of these assets and the point at which many lines and transformers are in need of replacement. In addition, when a longer-term RFP includes combined non-time-sensitive reliability or market efficiency needs, the ISO will develop a representative cost for solving only those reliability or market efficiency needs, and count that cost as avoided transmission investment as constructing the Longer-Term Proposal would avoid this cost. These costs are considered as avoided transmission since the selected Longer-Term Proposal not only addresses the longer-term concerns, but also addresses the included reliability or market efficiency needs, similar to how an LTTU can displace an existing project on the RSP Project List. If these needs had not been included in the longer-term RFP, then separate solutions would have been developed, adding to the overall cost to the region.

To illustrate the concept, consider a reliability need was identified in the form of a thermal overload on L1 in the simplified diagram below (Figure 5) for year ten in the planning horizon. Further, assume that reconductoring L1 with a higher rated conductor, would address the reliability need. However, for the longer-term needs for this system, a new transmission line would be needed (L2). Once the LTTU adds a second line in parallel (L2), the overload on L1 is addressed. As a result, the cost of the L1 reconductoring would be considered avoided transmission investment. For the purposes of calculating the avoided transmission investment, the cost of the project per the RSP Project List will be used if the project is already a planned project and alternately a representative cost will be calculated for the line reconductoring, if this reliability need has been combined with the longer-term RFP.

Figure 5



Q: IS IT SUFFICIENT FOR A LONGER-TERM PROPOSAL TO DEMONSTRATE THESE MULTIPLE-TYPE OF BENEFITS TO QUALIFY AS A PREFERRED LONGER-TERM TRANSMISSION SOLUTION?

A: No. While a Longer-Term Proposal may provide multiple types of reliability or economic value, such as reduction in production cost and congestion savings, these values are only realized if the benefits exceed the associated project costs as calculated over the project's life. Accordingly, to qualify for consideration by the ISO as a preliminary preferred Longer-Term Transmission Solution, a Longer-Term Proposal must have a BCR that is greater than one.

The ISO will determine a Longer-Term Proposal's BCR by first adding the financial benefits, and then dividing the total financial benefits by the Longer-Term Proposal's costs. For this calculation, the financial benefits will be set equal to the present value of all financially quantifiable benefits provided by the project for the first twenty years of the project's life. The project costs will be set equal to the present value of the annual revenue requirements projected for the first twenty years of the project's life. In other words: BCR = financial benefits over 20 years / annual revenue requirement over 20 years. We propose to use a 20-year period for calculating the BCR as that strikes a reasonable balance between the desire to maximize the longer-term value of the transmission system and the desire to manage payback expectations and potential future uncertainties.

Q: IN YOUR OPINION, WOULD A LONGER-TERM PROPOSAL THAT MEETS THE CRITERIA IN SECTION 16.4(h) PROVIDE BROAD REGIONAL BENEFITS?

A: Yes, the Section 16.4(h) criteria will help ensure that the ISO-identified preliminary preferred Longer-Term Transmission Solution not only meets the identified needs and is competitive as compared to other proposals, but also provides broad regional benefits by requiring a BCR greater than one.

Q: IF THE ISO IDENTIFIES A PRELIMINARY PREFERRED LONGER-TERM SOLUTION, WHAT HAPPENS NEXT?

A: Under the core process, where at least one Longer-Term Proposal that meets the identified needs also meets the BCR requirement, the ISO will identify a preliminary preferred Longer-Term Transmission Solution and report that to the PAC for stakeholder review and input. Following receipt and consideration of stakeholder input on the ISO-identified preliminary preferred Longer-Term Transmission Solution, the ISO will identify the preferred Longer-Term Transmission Solution, together with an explanation as to why the solution is preferred, in a report and post that report on the ISO's website.

While the core process provides for the ISO, instead of NESCOE, to identify the preferred Longer-Term Transmission Solution based on the factors specified in Section 16.4(h), it incorporates a step in the process for NESCOE to respond before the identified preferred Longer-Term Transmission Solution is included in the RSP and RSP Project List for purposes of cost allocation. Specifically, proposed Section 16.4(i) provides that, within thirty days of the ISO's posting of the report identifying the preferred Longer-Term Transmission Solution, NESCOE may send a written communication to the ISO that either (a) requests that the ISO terminate the longer-term process altogether, or (b) provides an alternative cost allocation for the longer-term costs (*i.e.*, costs that are beyond those required to address the reliability or market efficiency needs to the extent these needs were combined in the RFP). This step is necessary to afford NESCOE the opportunity to terminate the process or proceed under an alternative cost allocation methodology because the longer-term process is an optional process for the New England states to develop and pay for policy-based transmission facilities in connection with an LTTS or a follow-on study.

Q: WHAT HAPPENS IF THE ISO RECEIVES A WRITTEN COMMUNICATION FROM NESCOE?

A: If the written NESCOE communication requests termination, then the ISO will terminate the process. This termination would occur pursuant to Section 16.6 of Attachment K, which is similar to the termination provision under the public policy transmission process, allows the ISO to cancel the longer-term RFP for any reason. Under the longer-term planning process, that reason could include a request to do so by NESCOE. If the ISO does not receive a written communication from NESCOE within thirty days of the report posting or a written request to terminate the process, then the ISO will proceed in accordance with the path specified in Section 16.5 of Attachment K. Section 16.5 applies under the core process, where at least one Longer-Term Proposal that meets the needs described in the RFP has a greater-than-one BCR, and is described below.

Q: WHAT HAPPENS IF NO LONGER-TERM PROPOSAL MEETS THE GREATER THAN ONE BCR CRITERION?

A: In the event that no Longer-Term Proposal that meets the identified needs meets this criterion, the ISO will not identify a preliminary preferred Longer-Term Transmission Solution. Instead, pursuant to Section 16.4(j), the ISO will present its findings to the PAC and recommend a Longer-Term Proposal for review and input. As is the case in other steps of the process, stakeholders may provide comments on the ISO's findings and recommendations, and the ISO will post its responses to the stakeholders' comments on its website. If, after considering stakeholder input, the ISO determines that no Longer-Term Proposal meets the BCR criterion, the ISO will cancel the request for proposal pursuant to Section 16.6 after the fifteenth day from the posting of the ISO's response. This fifteen-day window under the core process is designed to provide NESCOE an opportunity to invoke the supplemental process, which we describe below. Absent the supplemental process rules described below, the core process would end at this point.

Q: WHAT HAPPENS ONCE THE ISO IDENTIFIES A PREFERRED LONGER-TERM TRANSMISSION SOLUTION AND NESCOE DOES NOT TERMINATE THE PROCESS?

A: Where the greater-than-one BCR has been met and NESCOE does not terminate the process under Section 16.4(i), then the process provides for the ISO to proceed with the inclusion of the Longer-Term Transmission Solution in the RSP and RSP Project List, as an LTTU, for costs to be recovered according to one of two possible cost allocation methodologies, both of which we discuss further below: (a) a preset, default cost allocation method specified in Schedule 12 of the OATT, or (b) a NESCOE-provided alternative cost allocation methodology, subject to the outcome of the filings made pursuant to Section 205 of the Federal Power Act ("FPA") to effect the methodology. The detailed steps applicable in the case where the ISO proceeds under the default method, and the steps applicable in the case where NESCOE invokes an alternative cost allocation method are provided in Sections 16.5(a) and (b).

Q: WHAT HAPPENS IF NESCOE DOES NOT REQUEST AN ALTERNATIVE COST ALLOCATION METHODOLOGY?

A: Where the default cost allocation method applies, pursuant to Section 16.5(a), the ISO will notify the QTPS that proposed the selected Longer-Term Proposal, as well as any PTO responsible for corollary upgrades, that the QTPS's project has been selected for development, and include the project in the RSP and RSP Project List as an LTTU. Under Section 16.5(b), the QTPS whose project was selected (or each qualified QTPS in the case of joint proposals) has thirty days from the ISO's notification to submit its executed Selected Qualified Transmission Project Sponsor Agreement ("SQTPSA"), in the form contained in Attachment P of the OATT. The SQTPSA will memorialize any cost cap or cost containment provisions that the QTPS proposed in the selected proposal.

QTPSs whose projects are listed in the RSP and have executed the SQTPSA are entitled, pursuant to rates and appropriate financial arrangements set for the Tariff and, as applicable, the TOA or Non-Incumbent Transmission Developer Operating Agreement ("NTDOA"), to recover all prudently incurred costs associated with the development of the LTTU subsequent to the execution of the SQTPSA. To collect these costs, QTPSs that are not PTOs would need to submit Section 205 filings pursuant to a new Schedule 14A of the OATT, which largely mirrors existing Schedule 14 of the OATT. The PTOs would be entitled to recover, pursuant to rates and appropriate financial arrangements set forth in the Tariff, all prudently incurred study costs and costs associated with developing any corollary upgrades or modifications to such PTOs' existing facilities that are necessary to facilitate the development of a listed project proposed by any other QTPS. As noted, QTPSs bear responsibility for development costs incurred prior to execution of the SQTPSA. The longer-term provisions recognize that work a PTO performs in meeting its obligations to plan and maintain its Transmission Facilities, as defined in the TOA, may inform a potential Longer-Term Proposal. To avoid any potential confusion, Section 16.5(b) makes clear that a PTO is not precluded from recovering costs incurred in meeting its obligations that it otherwise would have been entitled to under existing TOA and Tariff provisions.

Q: HOW DOES THE PROCESS DIFFER IF NESCOE REQUESTS AN ALTERNATIVE COST ALLOCATION METHODOLOGY?

A: Where NESCOE requests an alternative cost allocation, the process provides in Sections 16.5(a) and (b) for the inclusion of the selected Longer-Term Proposal in the RSP and RSP Project List as an LTTU following the Commission's approval of the cost allocation methodology. For this reason, additional process steps are incorporated before the ISO proceeds with the inclusion of the selected Longer-Term Proposal in the RSP and RSP Project List, and the execution of the SQTPSA.

Specifically, Section 16.5(a) provides for the ISO to notify the QTPS that proposed the selected Longer-Term Proposal, as well as any PTO responsible for corollary upgrades, that the QTPS's project has been selected for development, and to provide them with NESCOE's written communication reflecting the requested alternative cost allocation so the QTPS and/or PTO may proceed with the FPA Section 205 filing necessary to effect the alternative cost allocation. As noted earlier, under the optional, longer-term planning process, QTPSs bear responsibility for all development costs associated with the development of a Longer-Term Proposal prior to executing the SQTPSA. This includes the costs associated with the alternative cost allocation filing. The PTO's filing costs, however, are subject to recovery as these are costs incurred to fulfill its obligation to implement corollary upgrades under the TOA.

NESCOE would then have thirty days following the Commission's order on the alternative cost allocation to confirm that it wishes to proceed with the process or to terminate. If

NESCOE does not terminate the process, then the provisions described above regarding the inclusion of the project in the RSP and RSP Project List as an LTTU and execution of the SQTPSA apply.

Q: IF A QTPS FAILS TO PURSUE THE LTTU, WHAT HAPPENS?

A: If the ISO finds, after consultation with the QTPS, that the sponsor is failing to pursue approvals or construction in a reasonably diligent fashion, or that the sponsor is unable to proceed with the project due to forces beyond its reasonable control, the ISO will prepare a report, including a proposed course of action. If prepared with respect to a QTPS that is a PTO, the ISO's report will be made consistent with the provisions in Section 1.1(e) of the Schedule 3.09(a) of the TOA. If prepared with respect to a non-PTO QTPS, the report would include a report from that sponsor. In either case, the ISO would file its report with the Commission. These actions are captured in Section 16.5(c) of Attachment K.

2. Longer-Term Planning Supplemental Process Elements

Q: HOW IS THE SUPPLEMENTAL PROCESS INITIATED?

A: The supplemental process provides the New England states a vehicle through which they may agree to advance a transmission project in instances where none of the Longer-Term Proposals that meet the RFP-identified needs satisfy the greater-than-one BCR by providing for costs up to the result of multiplying the cost of the proposal by the BCR to be regionalized, and having one or more states agree to fund the remaining costs pursuant to a Commission-approved methodology for allocating the costs among those states. As briefly mentioned above, where no Longer-Term Proposal that meets the identified-RFP needs satisfies the greater-than-one BCR criterion, Section 16.4(j) provides for the ISO to present its findings, along with a recommended Longer-Term Proposal, to the PAC for stakeholder review and input. After considering stakeholder input, the ISO is to post written responses to that input on its website, and cancel the request for proposal pursuant to Section 16.6 after the fifteenth day from the posting of the ISO's response. The supplemental process rules incorporate language in Section 16.4(j) that allow NESCOE to stop the ISO from terminating the process by sending a written communication to the ISO within fifteen days of the ISO's posting of its responses to stakeholder comments that either: (a) accepts the ISO's recommended Longer-Term Proposal and identifies the New England states, individually or jointly, that have agreed to voluntarily fund the costs of the recommended Longer-Term Proposal that exceed those that would be eligible for regionalization, together with the manner in which those excess costs would be allocated among those states, or (b) requests further ISO analysis for up to three Longer-Term Proposals. If the ISO does not receive a written NESCOE communication after the fifteenth day from the posting of the ISO's response, the longer-term process terminates.

Q: IF NESCOE ACCEPTS THE ISO'S RECOMMENDED LONGER-TERM PROPOSAL, WHAT HAPPENS NEXT?

A: If the ISO receives a NESCOE written communication accepting the ISO-recommended Longer-Term Proposal, Section 16.4(j) provides for the ISO to proceed with the process in accordance with Section 16.8, which like Section 16.5, provides for the inclusion of a selected Longer-Term Proposal in the RSP and RSP Project List, as an LTTU, following the Commission's approval of the cost allocation methodology and NESCOE's confirmation that it wishes to proceed with the project. Accordingly, Section 16.8 echoes the additional process steps incorporated in Section 16.5 so that cost allocation does not take effect until after the Commission's approval of the cost allocation methodology and NESCOE's confirmation.

Q: WHAT HAPPENS IF NESCOE REQUESTS ADDITIONAL ANALYSIS?

A: If NESCOE identifies Longer-Term Proposals for further analysis, pursuant to Section 16.4(j), the ISO will perform further analysis of the identified proposals, present its findings to the PAC for stakeholder review and input, and post that input on its website. As part of this process, the ISO will determine whether a Longer-Term Proposal is eligible for NESCOE's identification as a preferred Longer-Term Transmission Solution by indicating whether the Longer-Term Proposals that address the needs in the timeframes specified in the RFP and are viable. Section 16.4(j) then provides NESCOE fifteen days from the ISO's posting of the PAC input on its website to identify a preferred Longer-Term Proposal, the New England states, individually or jointly, that have agreed to voluntarily fund the costs of that Longer-Term Proposal in excess of those eligible for regionalization, and the manner in which those excess costs shall be allocated among the states identified in the communication.

If the ISO receives such a written communication, then it will proceed in accordance with Section 16.8. Section 16.8, which mirrors Section 16.5, sets out the steps for inclusion of the Longer-Term Proposal selected under Section 16.4(j) in the RSP and RSP Project List, as an LTTU, and the execution of the SQTPSA following NESCOE's confirmation that it wishes to proceed with the process within thirty days of a Commission order on the FPA Section 205 filing made to effect the method for allocating the excess costs among the states that agree to fund the remaining costs.

Q: WHY IS NESCOE LIMITED TO THE LONGER-TERM PROPOSALS THAT THE ISO DEEMS ELIGIBLE FOR NESCOE'S CONSIDERATION?

A: As described earlier, the process for evaluating Longer-Term Proposals includes multiple steps during which the ISO reviews many different aspects, such as ensuring that proposals are operable and that they do not have an adverse impact on the system. During the process leading up to the ISO providing a recommended Longer-Term Proposal, the ISO may limit its review on some proposals for a number of reasons, such as feasibility. Without limitations being in place on NESCOE's identification of the preferred Longer-Term Transmission Solution, the process could potentially result in NESCOE identifying a solution that is not viable for reasons, such as having an adverse impact on the system, not being eligible for construction by an entity other than an existing PTO, or being physically infeasible. The additional analysis on the proposals identified by NESCOE ensures that the preferred Longer-Term Transmission Solution selected by NESCOE is fully vetted by the ISO.

C. REVISIONS RELATED TO COST ALLOCATION METHODOLOGIES FOR LTTUs

Q: PLEASE DESCRIBE THE COST ALLOCATION PROPOSAL FOR LTTUs.

A: The LTTP Phase 2 Changes incorporate two separate cost allocation constructs for LTTUs, which are described in Section B.10 of Schedule 12 of the OATT: a cost allocation methodology that applies when the BCR that is greater than one criterion specified in Section 16.4 of Attachment K has been met; and a cost allocation methodology for LTTUs selected under the supplemental process, which applies when no Longer-Term Proposal meets the BCR criterion.

Q: WHAT IS THE COST ALLOCATION METHODOLOGY APPLICABLE WHEN THE BCR REQUIREMENT IS MET?

A: The New England states' consensus cost allocation proposal for LTTUs selected under the core process in Sections 16.4 and 16.5 of Attachment K is for one-hundred percent of the project costs to be allocated among all six New England states based on a load ratio share unless NESCOE requests an alternative cost allocation methodology for LTTUs to address the states' longer-term needs. The LTTP Phase 2 Changes reflect this proposal to allocate the costs using a preset, default cost allocation method, while providing the option for the states to pursue an alternative cost allocation method in Section B.10(a) of Schedule 12.

Specifically, where the LTTU costs are to be allocated using the preset, default cost allocation method, Section B.10(a) provides for the costs to be allocated similar to Regional Benefit Upgrades, which is across all six New England states based on their respective load ratio share. Providing for these costs to be treated in the same way as Regional Benefit Upgrades allows the use of Tariff rules and settlement constructs that are in place to effect the same allocation of costs, thereby facilitating implementation.

Where NESCOE requests an alternative cost allocation methodology and the LTTU solely addresses longer-term needs, pursuant to Section B.10(a), the LTTU costs will be allocated according to the NESCOE-requested alternative cost allocation methodology, subject to the Commission's review and approval. However, if NESCOE requests an alternative cost allocation methodology and the LTTU addresses needs beyond the longer-term needs included in the RFP (*i.e.*, non-time-sensitive reliability or market-efficiency needs), Section B.10(a) provides for the portion of the LTTU costs that correspond to the non-time-sensitive reliability or market-efficiency needs to be allocated consistent with the existing cost allocation for Regional Benefit Upgrades, which is set forth in Section B.5 of Schedule 12, and the incremental costs associated with addressing the longer-term needs included in the RFP to be allocated according to the NESCOE-requested alternative cost allocation methodology, subject to the Commission's review and approval.

Q: IF NESCOE REQUESTS AN ALTERNATIVE COST ALLOCATION AND THE RFP INCLUDES COMBINED NON-TIME-SENSITIVE RELIABILITY OR MARKET EFFICIENCY NEEDS, HOW WILL THE ISO DETERMINE THE PORTION OF THE COSTS TO BE ALLOCATED AS REGIONAL BENEFIT UPGRADES?

A: As described earlier, where a non-time-sensitive reliability or market efficiency need is included in a longer-term RFP, the need will be subject to the longer-term competitive solution process. There is no way of knowing what the solution would have been to the combined non-time-sensitive reliability or market efficiency need would have been in the absence of the longer-term RFP. Accordingly, the ISO will develop a representative transmission solution to the non-time-sensitive reliability and/or market efficiency need included in the longer-term RFP to determine the portion of the costs to be allocated as Regional Benefit Upgrades. This solution would be the same representative solution as the representative transmission solution used to calculate the financial benefit of avoided transmission investment, as described above.

Q: IN YOUR OPINION, WOULD THE PROPOSED COST ALLOCATION METHDOLOGY FOR LTTUs SELECTED UNDER THE CORE PROCESS ALLOCATE COSTS ROUGHLY COMMENSURATE WITH BENEFITS?

A: We believe so. The state agreed-to cost allocation methodology for LTTUs selected under the core process provisions would result in the allocation of costs in a manner at least roughly commensurate with the benefits derived from the Longer-Term Transmission Solution. To qualify to be selected as a Longer-Term Transmission Solution under the core process, the Longer-Term Proposal must provide demonstrable quantitative benefits that result in a BCR that is greater than one. This, as the Commission has found, ensures that the project costs are allocated roughly commensurate with the estimated benefits that customers derive. This demonstrates that the allocation of the LTTU costs to all states based on usage of the highly integrated system is just and reasonable. The NESCOE-requested alternative cost allocation approach, similar to *ex post* cost allocation constructs like PJM's State Agreement Approach, would reflect the state(s) agreed-to cost allocation method for the LTTU (or a portion of them if other needs are combined in the RFP) that would need to be submitted to the Commission for review and approval under FPA Section 205 prior to taking effect, and would be evaluated at that time to ensure the alternate cost allocation method is just and reasonable and allocates costs in a manner that is at least roughly commensurate with estimated benefits. Importantly, the Longer-Term Transmission Solution would not be included in the RSP and RSP Project List until the Commission has accepted the alternative cost allocation methodology and NESCOE confirms that the states wish to proceed with the solution.

Q: WHAT IS THE COST ALLOCATION METHODOLOGY APPLICABLE WHEN THE BCR REQUIREMENT IS NOT MET?

A: Where no Longer-Term Proposal meets the needs identified in an RFP has a BCR that is greater than one, the supplemental process provides the vehicle for the one or more of the states to agree to advance a transmission project by agreeing to share the costs. Under this construct, the costs up to the result of multiplying the cost of the proposal by the BCR, as determined in accordance with Section 16.4 of Attachment K, would be allocated among all the New England states based on a load ratio share, and the remaining costs to the state or states that agree to fund the excess costs in the manner specified in a NESCOE-identified cost allocation method. The LTTP Phase 2 Changes reflect this proposal in Section B.10(b) of Schedule 12.

Q: UNDER THIS METHODOLOGY, HOW DOES THE ISO DETERMINE THE PORTION OF THE COSTS THAT WOULD BE ALLOCATED IN THE SAME MANNER AS REGIONAL BENEFIT UPGRADES?

A: To determine the portion of the costs to be allocated in the same manner as Regional Benefit Upgrades, the ISO will multiply the BCR for the Longer-Term Proposal determined pursuant to Section 16.4(h) by the total cost of the Longer-Term Proposal. In doing so, any benefits of the Longer-Term Proposal that would accrue to all six New England states are appropriately allocated to those states. These benefits include any avoided costs associated with addressing reliability or market efficiency needs that have been combined into the longer-term solutions process, since those avoided costs are already included in the benefits used to calculate the benefit-cost ratio.

Q: DO YOU BELIEVE THIS COST ALLOCATION METHODOLOGY WOULD RESULT IN THE ALLOCATION OF COSTS ROUGHLY COMENSURATE WITH BENEFITS?

A: Yes. Similar to the core process cost allocation approach, the proposed cost sharing approach provides for only the portion of the costs determined to provide demonstrable quantifiable benefits to the region's customers in all New England states to be regionalized, and the remaining costs to be allocated to the customers in those states that voluntarily agree to fund the excess costs. The proposed method for allocating the remaining costs among those states will need to be reviewed and approved by the Commission under Section 205 of the FPA before taking effect to ensure the method results in just and reasonable rates and the allocates costs in a manner that is at least roughly commensurate with estimated benefits for customers in those states. Similar to the core process, the Longer-Term Transmission Solution would not be included in the RSP and RSP Project List until the Commission has accepted the cost allocation methodology for the remaining costs and NESCOE confirms that the states wish to proceed with the solution.

Q: DOES THE ISO MONITOR PROJECT COSTS?

A: The ISO will review periodic updates to project cost information through two mechanisms: the updates to the RSP Project List, which occur three times per year, and the quarterly updates required under Section 3.4 of the SQTPSA.

Moreover, pursuant to Schedule 12C of the OATT, the ISO reviews Transmission Cost Allocation applications to ensure that costs for eligible upgrades are properly included as regional transmission costs for allocation to all six New England states. As part of this review, the ISO, with advisory stakeholder input, reviews the applications to determine if any project costs should be "localized"—*i.e.*, excluded from the Pool-Supported PTF rate that is paid for by regional transmission customers. The LTTP Phase 2 Changes, as described below, add LTTUs to the list of upgrades that are subject to review for Localized Costs in Schedule 12C. Consistent with the existing competitive transmission processes in Attachment K, deviations from the LTTU project scope, documented in Schedule A to the SQTPSA, will be deemed to be Localized Costs.

Q: IF THE LTTU PROJECT SCOPE DOES NOT CHANGE FROM THAT DOCUMENTED IN THE SQTPSA, BUT COSTS INCREASE, HOW WILL THE ISO ALLOCATE THE COST OVERRUNS?

A: If the project scope has not changed, costs overruns will be allocated in accordance with the applicable cost allocation methodology, which would have been ascertained prior to the execution of the SQTPSA.

More specifically, if Section B.10(a) of Schedule 12 applies, cost overruns associated with an LTTU addressing RFP-identified longer-term needs will be allocated consistent with the pre-set, default cost allocation methodology (*i.e.*, among the six New England states based on their load ratio share), or the NESCOE-identified alternative cost allocation methodology allocation if the Commission accepted it. As described earlier, where the LTTU also addresses non-time-sensitive reliability or market efficiency needs and NESCOE identifies an alternative cost allocation, the LTTU costs corresponding to addressing the non-time-sensitive reliability or market efficiency needs (which the ISO will determined by developing a representative solution) are to be allocated in accordance with the existing cost allocation methodology in Section B.5 of Schedule 12, and the remaining costs to address the identified longer-term needs are to be allocated based on the Commission-approved alternative methodology. In this case, using the original expected project costs, the ISO will establish a ratio between the estimated cost of addressing the reliability or market efficiency concern and the total cost of the project. This same ratio will be applied to the cost overrun; the portion of the ratio that is associated with the non-time-sensitive reliability or market efficiency need will be allocated to the six New England states on a load ratio share, and the remaining portion is allocated in accordance with the alternative cost allocation methodology. For example, assume the total cost of a project is $100 million, and $65 million of those costs correspond to addressing the non-time-sensitive reliability or market efficiency need. Following this example, the remaining $35 million will be allocated using an alternative cost allocation methodology. If the final cost of the project is $140 million, then 65% of the total cost, $91 million, will spread across the six states based on their load ratio share (using the existing cost allocation methodology for reliability and market efficiency upgrades), and the remaining 35% of the total cost, $49 million, will be spread in accordance with the alternative cost allocation methodology.

The same ratio approach will be used for the allocation of LTTU costs overruns where Section B.10(b) of Schedule 12 applies. This is because, under the supplemental process rules, the LTTU costs are shared as between (a) the six New England states (up to the BCR), and (b) the state or states that agree to voluntarily fund the remaining costs.

D. ADDITIONAL REVISIONS NECESSARY TO IMPLEMENT LTTP PHASE 2 CHANGES AND OTHER MINISTERIAL CHANGES

Q: PLEASE DESCRIBE THE ADDITIONAL TARIFF REVISIONS NECESSARY TO SUPPORT THE IMPLEMENTAION OF THE LTTP PHASE 2 CHANGES.

A: The LTTP Phase 2 Changes incorporate additional revisions in Section 16 of Attachment K and elsewhere in the Tariff that are necessary to support the addition of the optional, complementary longer-term competitive solution process. These include revisions to: Section I.2.2 of the Tariff to add new definitions; numerous provisions within Section II of the Tariff, including Schedules and Attachments contained therein, primarily to recognize LTTUs; and Section III.12.6.4 to reference LTTUs.

Q: WHAT ARE THE CHANGES BEING MADE IN SECTION I.2.2 OF THE TARIFF?

A: The LTTP Phase 2 Changes revise Section I.2.2, which contains the Tariff definitions, to add Local Longer-Term Transmission Upgrade, Longer-Term Proposal, Longer-Term Transmission Solution, and Longer-Term Transmission Upgrade as new defined terms.

These terms and their definitions closely mirror the corresponding terms used in the reliability, market efficiency and public policy competitive solicitations.

The proposed definition for Local-Term Transmission Upgrade or LTTU is "an addition, modification, and/or upgrade to the New England Transmission System that meets the voltage and non-voltage criteria for Longer-Term Transmission Upgrade PTF classification in the OATT and has been included in the Regional System Plan and RSP Project List as a Longer-Term Transmission Solution pursuant to the procedures described in Section 16 of Attachment K of the OATT." This is consistent with the definitions for Reliability Transmission Upgrades, Market Efficiency Transmission Upgrades and Public Policy Transmission Upgrades. Importantly, to be eligible for regionalized cost recovery under the ISO OATT, an upgrade must be PTF. Therefore, the LTTP Phase 2 Changes revise Section II.49 of the Tariff, which defines PTF, to incorporate LTTUs in the same manner as Public Policy Transmission Upgrades. The revisions extend the PTF definition developed for Public Policy Transmission Upgrades to LTTUs, as that definition is more inclusive in terms of transmission facilities types. Specifically, the definition accounts for the fact that Public Policy Transmission Upgrades and LTTUs may include radial or non-networked facilities that further the energy and environmental policy goals of one or more states, but would not normally be considered PTF if constructed for other reasons such as serving local load or interconnecting generation. Additionally, a corresponding definition for Local Longer-Term Transmission Upgrades has been included to refer to facilities with a voltage level below 115 kV that are developed pursuant to Section 16. The proposed definition for Longer-Term Proposal is a QTPS proposal submitted pursuant to Section

16.4(b), and the term Longer-Term Transmission Solution is defined as the Longer-Term Proposal identified as the preferred solution under Section 16 of Attachment K.

The LTTP Phase 2 Changes also make conforming changes to the definition of Localized Costs to reflect the addition of LTTUs, and definition of Selected Qualified Transmission Upgrade to add Longer-Term Proposal and Longer-Term Transmission Solutions. Clean-up changes are also made in Section I.2.2. These delete a duplicative instance of the definition of Capacity Scarcity Condition and correct cross-references in the definitions of Stage One Proposal and Stage Two Solution.

Q: PLEASE DESCRIBE THE CHANGES BEING MADE IN SECTION II, THE OATT.

A: The LTTP Phase 2 Changes revise the following provisions in the OATT (excluding Attachment K) to reflect the addition of LTTUs as a new category of upgrades:

- Section II.8.8, Refund Obligations and Surcharge Rights Associated with Adjustments to Regional and Local Rates to cross-reference new Schedule 14A of the OATT, which provides the mechanism for QTPSs that are not PTOs to make the appropriate rate filings to recover Longer-Term Transmission Upgrade development costs incurred after the SQPTSA has been executed, and sets forth the ISO's role in billing and invoicing the Commission-approved costs.
- Sections II.46(c) and (d) to recognize LTTUs among the types of changes that may be made to the PTF, and recognize Schedule 14A among the cost recovery schedules referenced therein;

- Section II.49, Definition of PTF to include LTTUs, consistent with the manner in which Public Policy Transmission Upgrades are defined, as described above.
- Schedule 12C, Determination of Localized Costs to add LTTUs to the list of upgrades which are subject to review for Localized Costs. As discussed above, a longer-term RFP may include non-time-sensitive reliability or market efficiency needs, and these costs would not be subject to the alternative cost allocation that NESCOE may request under Section 16.4(i) of Attachment K. The cost overruns would be split using the same ratio of reliability/market efficiency versus longer-term needs established at the time of the preferred Longer-Term Transmission Solution (which is based on the ISO's representative solution).
- Attachment N, Procedures for Regional System Plan Upgrades to add new Sections II.D and III.A.3 to recognize the conduct of LTTS and the identification of LTTUs in accordance with Section 16 of Attachment K;
- Attachment O, Non-Incumbent Transmission Developer Operating Agreement to cross-reference Schedule 14A to allow rate filings under Section 205 of the FPA, and Section 16 of Attachment K to allow for cost recovery and payments related to longer-term planning; and
- Attachment P, Selected Qualified Transmission Project Sponsor Agreement to cross-reference LTTUs and Section 16 of Attachment K.

Q: ARE THERE REVISIONS TO ATTACHMENT K BEYOND THOSE ALREADY DESCRIBED EARLIER IN THE TESTIMONY?

A: Yes. As described earlier, the optional, longer-term planning process is added as part of the ISO's Regional System Planning Process in Attachment K and leverages many of the existing constructs. To facilitate this, Attachment K is being revised to:

- Add LTTUs to the list of items that are to be reported in the RSP in Section 1, Overview;
- Add LTTUs and associated solutions to the list of items to be discussed with the PAC in Section 2.2, Role of the Planning Advisory Committee. A clean-up change has been made to add Public Policy Transmission Studies and associated solutions to that same list;
- Add LTTUs to the list of items that are to be included in the RSP Project List in Section 3.1, Description of RFP. In addition, Section 3.3 has been revised to recognize that, under certain circumstances, a non-time-sensitive reliability or market-efficiency need may be solved through a competitive solicitation under the longer-term process;
- Add cross-reference to Section 16 to include LTTUs in the RSP in Sections 3.1 and 3.2;
- Add LTTUs to Section 3.6(a), Elements of the RSP Project List to require the inclusion of these upgrades on the list;
- Modify Section 3.6(c), RSP Project List Updating Procedures and Criteria to allow for the removal of an LTTU from the RSP Project List and cost reimbursement, and add cross-reference to Schedule 14A;
- Recognize the longer-term planning process in the overview provided in Section 4.1, Needs Assessment, and to cross-reference Schedule 16 to allow for non-time-

sensitive reliability or market-efficiency needs to be addressed through the longer-term competitive solicitation under certain circumstances;

- Add LTTUs to the list of upgrades that could be built by a QTPS in Section 4B, Qualified Transmission Project Sponsors; and
- Update Appendix 2, List of Entities Enrolled in the Transmission Planning Region to reflect new Participating Transmission Owners and correct company names, and Appendix 3, List of Qualified Transmission Project Sponsors to reflect new QTPSs and correct company names.

The LTTP Phase 2 Changes also revise Section 16 in two ways. First, Section 16 has been revised to move the language addressing ISO's cost recovery from Section 16.3 to the overview provision, and revise it to include the ISO's costs in providing technical support, performing LTTS and follow-on studies, and conducting the solicitation (excluding costs incurred in evaluating the Longer-Term Proposals). As this work benefits the entire region, it is appropriate to allocate them across the region in accordance with Schedule 1 of Section IV.A of the Tariff. Second, Section 16.1 has been revised to provide for the six-month moratorium to be after the completion of a longer-term cycle, which may include the follow-on studies and administration of a longer-term RFP.

Q: WHY IS SECTION III.12.6.4 OF THE TARIFF BEING REVISED?

A: Section III.12.6.4, Transmission Solutions Selected Through the Competitive Transmission Process is being revised to include a reference to Section 16 of Attachment K so that LTTUs developed through those provisions can be included in Forward Capacity

Market models, similar to other upgrades developed through the competitive transmission planning processes.

Q: DOES THIS CONCLUDE YOUR TESTIMONY?

A: Yes.

I declare that the foregoing is true and correct.

Executed on 5/8/2024

Brent K Oberlin

Brent K. Oberlin

I declare that the foregoing is true and correct.

Executed on 05/08/2024

[signature]

Marianne L. Perben

Attachment 4

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